

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF WEBSTER**

**AND**

**THE WEBSTER 1000 CLUB**

**January 1, 2024 to December 31, 2026**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this eighteen day of May 2024, by and between the Town Board of the TOWN OF WEBSTER, County of Monroe, State of New York (hereinafter referred to as the “Town”) and the ONE THOUSAND CLUB, of the Webster Police Department (hereinafter referred to as the “Club”). All Articles of the Agreement shall take effect January 1, 2024, and all Articles will remain in effect until December 31, 2026.

In the event that the parties herein do not agree on a new contract by termination date of this Contract, or the parties are in any stage of negotiations for a new contract, or a modification of said contract, then and in that event, all of the terms and conditions of this Contract shall remain in full force and effect until a new contract is agreed upon and signed by and between the parties herein. Items not specifically covered herein shall remain in full force and effect for the duration of this Contract.

## **EMPLOYER RIGHTS**

The Employer retains the sole right to manage the police department and to direct the working force, including the right to decide the continued existence of the department, the number and location of its operations, the operations to be conducted and rendered, and the methods, processes and means used in operating the police department, and the control of the building, real estate, materials, equipment, parts, tools and machinery which may be used in the operation of its police department, to determine whether and to what extent work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge employees; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided for in this Agreement, or provided by law.

The Employer retains the right to adopt and modify policies and procedures and to enforce the same. New policies and procedures or changes in existing ones shall become effective when they have been communicated to each employee within the bargaining unit. The Town agrees that any changes in the policies and procedures of the Webster Police Department which affect the working conditions of employees covered by this Agreement may be implemented after consultation with the President of the One Thousand Club or his designated representative prior to the effective date of such changes. The Employer shall not unilaterally change existing policies and procedures or create new policies and procedures if they impact upon the employee’s wages, hours, or benefits of employment as contained in this Agreement.

The Employer shall mean the Webster Town Board and the Chief of the Webster Police Department.

## **ARTICLE 1 PURPOSE**

Whereas the parties desire to maintain harmonious relations, and to work together for the public safety and welfare, and it is the purpose of the Agreement to effectuate the provisions of Chapter 391 of the Public Employees’ Fair Employment Act of 1967 and any revisions of the Act, to

provide orderly collective negotiating relations between the “Town” and the “Club”, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

## **ARTICLE 2 RECOGNITION**

The “Town” recognizes the One Thousand Club of the Webster Police Department, herein known as the “Club”, as the sole and exclusive representative for all the employees in the unit as described in Article 2, paragraph 3.

The Club affirms that it does not assert the right to strike against the Town, or engage in concerted work stoppages or slowdowns of any kind against the Town, to assist or participate in any such strike, work stoppage or work slowdown or to impose an obligation upon its members to conduct, assist or participate in any such strike or concerted withholding of services of any kind.

The unit shall consist of all police officers of the Police Department of the Town of Webster, State of New York, with the exception of the Chief of Police and Police Captain.

Dues Check off: The Town of Webster shall deduct from the wages of members and remit to the Union, together with a list of employees for whom dues deductions are made, regular membership due for those employees who signed authorizations permitting such payroll deductions.

Dues deductions are to be made bi-weekly in the case of employees paid bi-weekly.

The Club will indemnify, defend, and hold the employer harmless against any claim made against any suit instituted against the employer by members of the Club on account of any check-off of dues.

## **ARTICLE 3 COMPENSATION**

### Section 1: Wages

Effective Pay Period 8 of 2024, the 2023 base rates will be increased by 3.0% and unit members hired prior to April 1, 2024, will receive a \$4,000 one-time signing bonus.

Effective Pay Period 1 of 2025, the 2024 base rates will be increased by 4.0% and unit members still on payroll at the end of the first pay period of December 2025 will receive a \$2,500 retention bonus.

Effective Pay Period 1 of 2026, the 2025 base rates will be increased by 3.0% and unit members still on payroll at the end of the first pay period of December 2026 will receive a \$2,500 retention bonus.

The following salary schedule shall take effect for all sworn personnel of the 1000 Club Bargaining Unit of the Town of Webster Police Department:

	<u>2023 Base</u>	<u>2024 Base</u>	<u>2025 Base</u>	<u>2026 Base</u>
Academy Rate	\$44,127	\$45,451	\$47,269	\$48,687
Step 1	\$55,571	\$57,238	\$59,528	\$61,313
Step 2	\$67,014	\$69,024	\$71,785	\$73,939
Step 3	\$73,649	\$75,858	\$78,893	\$81,260
Step 4	\$80,854	\$83,280	\$86,611	\$89,209
Step 5	\$88,012	\$90,652	\$94,278	\$97,107
Step 6	\$95,166	\$98,021	\$101,942	\$105,000
Investigator	\$102,781	\$105,864	\$110,099	\$113,402
Sergeant	\$109,437	\$112,720	\$117,229	\$120,746
Lieutenant	\$125,853	\$129,629	\$134,814	\$138,858
Technician	On duty officers will be utilized.			

Field Training Officers: All officers certified as Field Training Officers shall receive an additional one (1) hour per day at the rate of time and one half (1 1/2) for each day when functioning in this capacity. Said compensation shall include all overtime worked by the Field Training Officer as a result of his administrative duties performed as a Field Training Officer, but shall exclude overtime worked as a result of normal or routine police duties. The additional compensation includes any and all meetings required as a Field Training Officer, but excludes any retraining for certification that may be required to fulfill the position of Field Training Officer.

#### A. LONGEVITY

The longevity schedule for the sworn personnel of the Webster Police Department shall be as follows:

<u>Years of Service</u>	<u>Longevity Payment</u>
4	\$450.00

Longevity payments will commence after completing four (4) years of service with the Town. Each year thereafter an additional \$75.00 shall be added to the longevity payment through completion of the nineteenth year of employment.

Any sworn personnel who work more than nineteen years for the Webster Police Department shall be paid longevity pay as follows:

Upon completion of:

20 years	\$2,000.00
21 years	\$2,500.00
22 years	\$3,000.00

23 years	\$3,500.00
24 years	\$4,000.00
25 years	\$4,500.00
26 years	\$5,000.00
27 years	\$5,500.00
28 years	\$6,000.00
29 years	\$6,500.00
30 years	\$7,000.00

When a police officer retires or resigns from the Webster Police Department, he/she shall be entitled to longevity payments apportioned with relation to the actual time he/she worked in the year of retirement or resignation.

Said longevity is to be paid in the same manner as salary, that is, divided equally per pay period throughout the year. Annualization of longevity will occur per Section H. (Increments).

## **B. OVERTIME**

All time worked by any police officer in excess of the work schedule set forth in Article 7 shall be considered overtime. Time spent by any police officer in Court shall be paid a minimum of two (2) hours overtime pay regardless of whether he/she actually testifies, or is actually in Court for that period of time, or before the Grand Jury, if such Court appearances begin and end outside the normal working hours. If such Court time extends beyond scheduled working hours, then such time shall be paid at time-and-one-half of the officer's salary rate for all time in Court beyond such scheduled working hours. Call back to duty beyond the normal working hours shall be compensated for two (2) hours work, regardless of whether the officer actually works.

All overtime worked by any police officer shall be paid at time-and-one-half of the officer's salary rate, except as otherwise provided in this contract. Time-and-one-half shall be defined as time and one-half in pay or time-and one-half in compensatory time off. Each officer who works overtime shall have the option of selecting the method of compensation he desires in each pay period, except the Chief of Police may opt to pay only time-and one-half in money. It shall be based on the following formula:

1. Overtime will not be paid for less than one-quarter hour.
2. Overtime will be paid for time worked in excess of eight (8) hours with a minimum of fifteen (15) minute increments, rounded up to the next increment.
3. For clerical expedience, overtime shall be reported only in one-quarter hours (fifteen minutes) segments.
4. All overtime is subject to the approval of the officer in charge of the shift. Personnel authorizing overtime shall be responsible for their decision to the Chief of Police.
5. All overtime shall be paid in the following pay period.

## **C. COMPENSATORY TIME**

Each member will be paid for all compensatory time in excess of 130 hours.

All members shall have the option of accumulating compensatory time in lieu of cash payment of all overtime worked, not to exceed 130 hours.

Members shall maintain the option of converting holiday time payment into compensatory time provided that members do not exceed 130 hours of compensatory time.

During the month of December, all compensatory time in excess of 80 hours will be paid.

## **D. OVERTIME PROCESS**

When the Town chooses to fill a vacancy or provide additional staffing on a regularly scheduled shift on an overtime basis, the supervisor responsible for filling the position shall follow the procedures below:

1. When scheduling the overtime when the Department has more than 24 hours' notice, the supervisor will offer the overtime by seniority to members as defined in Article 10. The procedures for filling these opportunities are outlined in the current Memorandum of Agreement then in effect. The overtime assignments made in accordance with the agreed upon procedures set forth in the MOA are not subject to grievance and/or arbitration.
2. The overtime vacancy will be filled by a member of the lowest rank necessary to perform the duties required on the shift, regardless of the rank of the member that caused the vacancy. If no member of the rank required to perform the duties desires the overtime, the next highest rank, by seniority in rank will be offered the overtime.

In the event the Department desires to fill a vacancy or provide additional staffing on a regularly scheduled shift on an overtime basis with less than 24 hours' notice, the following procedures will be adhered to.

- a) The requesting supervisor shall offer the work to members of the lowest rank necessary to perform the duties required from each adjoining shift, (working prior to the front-end of the shortage or scheduled to work on the backend of the shortage) in 4-hour blocks by seniority pursuant to Article 10.
- b) If no member from either adjoining shift of the lowest rank necessary to perform the duties required on the shift accepts the overtime, then the supervisor will offer the overtime to other members of that rank, by seniority, following these criteria:

Members may only accept 4 hours if they are already scheduled to work a contiguous shift, to avoid whenever practical any member from working 16 consecutive hours. If an 8-hour block of overtime is available and the member is not eligible for more than a 4-hour block due to schedule duty, or does not

desire to work more than 4 hours, the supervisor will continue down the seniority list to fill the remaining four hour block. Note that an 8-hour block of available overtime will not be broken down into more than 4-hour blocks.

- c) If no member of the lowest rank necessary to perform the duties required accepts the overtime, then the supervisor may offer the overtime to members of the next highest rank, by seniority in rank, to each adjoining shift.
- d) If no member of such rank on either adjoining shift accepts the overtime, then the supervisor may offer the overtime to other members of that rank, by seniority in rank, subject to the conditions set forth in subparagraph 2 above.

When the Town elects to schedule overtime for a special assignment or detail, the overtime will be scheduled as follows:

- If the need is non-enforcement related and requires no special skills, then the overtime will be offered to members on a seniority basis;
- If the need requires special skills, or is enforcement or investigation related, the overtime will be offered to members at the discretion of the supervisor.

## **E. TEMPORARY ASSIGNMENT**

If any officer is temporarily, formally assigned to a job other than his/her assigned job title for more than one (1) week, he/she shall be compensated for working in such position on a “per diem” basis which shall reflect the difference between his/her base salary and the base salary of the temporary job assignment, if that base salary is higher than his/her present base salary. It is understood and agreed that the assignment of such “out-of-title” work shall carry with it the responsibility of the assigned rank pursuant to the policies and procedures of the Department for said rank.

Payment of “out-of-title” work as described above shall be made during the payroll period in which such “out-of-title” work occurs.

## **F. SPECIAL ASSIGNMENT**

All details and/or special assignments shall be posted electronically at least one week prior to their implementation where applicable as long as the health and safety of the general public and/or a fellow officer will not be jeopardized in order to allow all members of the police department an opportunity to consider and sign up for the assignment. The selection need not be based solely upon seniority.

## **G. RATE OF COMPENSATION**

All overtime and holiday pay will be computed at salary rate when the holiday or overtime occurs.

The annual salary shall be defined as the combination of all economic benefits, including salary schedule, education incentive, longevity and shift differential.

1. The parties agree that the hourly rate shall be determined by dividing the annual salary by 1946.6 hours.
2. The hourly rate shall be used for the payment of overtime at the time and one-half rate and the payment of holiday pay at the rate of eight (8) hours at straight time.
3. Each member shall receive a bi-weekly payment of the annual salary divided by 26. In a calendar year in which there are 27 pay periods, each pay period shall be calculated as the annual salary divided by 27.

## **H. PAYMENT OF INCREMENTS**

Effective pay period 1 of 2025, payment of all increments shall be effective at the beginning of the pay period following the officer's anniversary date.

## **I. DEPARTMENT MEETINGS**

All Department meetings scheduled outside of an employee's scheduled working hours shall be paid in cash or as compensatory time at the time and one-half rate, at the option of the employee.

An employee's scheduled working hours shall not be changed to avoid the payment of overtime for a member to attend any Department meeting.

## **J. SHIFT DIFFERENTIAL**

All sworn personnel who are assigned to work from 10:00 p.m. to 6:00 a.m. shall earn a shift differential in the sum of \$1,000.00 per year.

All sworn personnel who are assigned to work from 2:00 p.m. to 10:00 p.m. shall earn a shift differential in the sum of \$750.00 per year.

Shift differential shall be paid bi-weekly based upon service during the preceding two weeks on a premium shift. Employees who move between shifts during a two-week period shall receive payment based on the shift in which they served the majority of time. Shift differential shall apply only to an employee's permanent schedule and not be included in special assignments.

## **ARTICLE 4 RETIREMENT**

The Town has opted to make available the Special 20-year plan pursuant to Section 384[d] of the New York State Retirement and Social Security Law. Said plan shall provide for retirement after twenty (20) years of service at one-half (1/2) pay.

For Police Officers who retire from the Webster Police Department into the New York State Police and Firemen's Retirement System, the Town shall continue to pay the Town's portion of the premium as determined by Article 9 for said officer for the health insurance coverage which the employee carried at the time of his/her retirement.

Should any retiree opt out of the Town Plan, he/she will be able to reenter the plan under which he/she was covered at the time of retirement, or to any other comparable plan available, at the next open enrollment period, only if the retiree is able to determine that he/she no longer has available to him/her, his/her then current health insurance plan coverage.

Upon retirement, the health insurance plan in which the employee was enrolled will be carried for the retiree with the Town contributing its share of the premium until the death of the retiree. Coverage will be continued for the spouse and family, if applicable, for one (1) year after the death of the retiree, or until remarriage, or up until Medicare eligibility, whichever comes first. The one (1) year coverage period will be extended on a year for year basis for each year of service past twenty (20) years the retiree served as an employee. Spousal coverage shall be limited to the spouse of the employee at the time of retirement. A letter to that effect will be sent to the spouse.

There will be a cap of eighty (80) hours at straight time for police officers when paying for accumulated compensatory time.

## **ARTICLE 5** **HOLIDAYS**

Every employee covered by this Agreement shall receive, each year, twelve (12) holidays as set forth below. Payment for the twelve (12) holidays shall be made for each holiday in the next pay period following that holiday, or may be added to the employee's compensatory time bank at the option of the employee.

1. New Year's Day
2. President's Day
3. Martin Luther King, Jr. Day
4. Memorial Day
5. Independence Day
6. Juneteenth Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Day

Each member who desires a lump sum payment for all holidays earned in the following year shall forward a written request to do so between December 5th and December 15th of the previous year. Payment shall be made prior to December 1st.

## **ARTICLE 6** **VACATION AND SICK LEAVE**

### **A. SICK LEAVE**

Sick leave is defined as a non-occupational illness or injury in which an employee is unable to work. Each officer will be entitled to sick leave in addition to all other time off as follows: each employee shall be allowed sick credit at the rate of one (1) working day per month in service. These credits shall become cumulative up to one hundred eighty (180) working days maximum. After this maximum is reached, no more sick leave credit may be earned by the employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the one hundred eighty (180) day maximum.

For the calculation of sick leave credits, actual days of work recorded on the payroll shall be considered as time served by an employee. In order that absence because of personal illness may be charged to accumulated sick leave, it must be reported by the employee on the first working day of such absence at least two (2) hours before employee's work day should begin.

Employees shall be paid for their unused sick leave upon retirement at their then applicable salary rate to a maximum of seventy-five (75) days, computed as follows: one (1) paid day for each unused sick day up to and including forty-five (45) days; plus one (1) paid day for every two (2) unused sick days for unused days forty-six (46) through one hundred and five (105).

### **B. PROOF OF ILLNESS**

In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the Chief of Police. Presentation of a physician's certificate may be waived for absence up to four (4) days. With a physician's certificate on file with the Chief of Police, the officer will not be restricted to his/her residence, but must notify the Chief of Police of his/her location if away from his/her residence for more than one day.

### **C. BEREAVEMENT LEAVE**

Leave due to death is defined as the period starting with the death of the individual and ending at the point of burial of the individual. Employees may be granted up to four (4) working days, with pay, on account of death in the employee's immediate family, upon satisfactory evidence of such. The immediate family of an employee shall be limited to grandparents, brother, sister, spouse, child, father, mother, brother-in-law, sister-in-law, grandchildren or other person occupying the position of a parent of the employee or of his spouse, or other relative who is an actual member of the employee's household.

### **D. USE OF SICK LEAVE FOR FAMILY ILLNESS**

Each Police Officer will be allowed to use his/her personal sick allowance for a serious illness of another member of his/her immediate family.

## **E. LEAVE DUE TO INJURY OR DISEASE IN THE PERFORMANCE OF DUTY**

Any officer who is necessarily absent from duty because of occupational injury or disease, in the performance of duty shall be covered by Article 10, Section 207-c, General Municipal Law.

When such officer or employee has been awarded by Workmen's Compensation Board compensation for a period of his/her leave with pay, such as compensation awards, shall be credited to the Town.

Illness or injury not due to occupation shall be covered under Article 6, Section A, of this Contract.

## **F. VACATION**

Each employee covered by this Contract shall receive, each year, vacation with pay as follows:

1. Each employee hired prior to July 1 of any calendar year shall receive five (5) working days of vacation upon completion of six (6) months of continuous service. Upon completion of one year of continuous service, each such employee shall receive ten (10) working days of vacation.
2. Each employee hired July 1 or thereafter of any calendar year shall receive five (5) working days of vacation upon completion of six (6) months of continuous service. Upon completion of one (1) year of continuous service, each such employee shall receive five (5) working days of vacation.
3. Each employee shall receive ten (10) working days of vacation upon completion of two (2) years of continuous service.
4. After completing the first full year of service, an employee shall become eligible for increased vacation benefits as of each January 1st following his/her first anniversary date of hire and each January 1st thereafter.
5. Thereafter, each employee covered by this contract shall receive vacation pay as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
After completion of two (2) years and up to 3 years	10 working days
After completion of three (3) years and up to 8 years	15 working days
After completion of eight (8) years and up to 12 years	20 working days
After completion of twelve (12) years and up to 20 years	25 working days

After completion of twenty (20) years 1 additional day for each year of continuous service over and above completion of twenty (20) years continuous service.

In the event an employee leaves, he/she shall receive compensation equal to the amount of unused vacation time.

Employees are entitled to actual vacation and no employee shall be required to accept money in lieu of vacation time off.

#### **G. EFFECTS ON VACATION ELIGIBILITY**

A leave of absence of not more than twelve (12) calendar months, when approved by the Town Board, shall not affect the length of service for the purpose of calculating vacation eligibility.

An individual who is absent due to sickness or injury and does not return in time to receive his/her vacation prior to the end of the current calendar year will receive payment in lieu of vacation.

An individual who becomes ill or is injured prior to the first day of scheduled vacation may have his/her vacation postponed if he/she notifies the head of his/her department, or designee, prior to the first day of vacation.

#### **H. VACATION CARRY-OVER TIME**

Employees must utilize vacation time within the calendar year in which said vacation becomes available and may not accumulate the time for future years except that a maximum of five (5) vacation days may be so accumulated and used at the employee's discretion provided use does not interfere with the operations of the Department and use is approved in advance by the Chief. Said request must be submitted to the Chief of Police no later than October 31<sup>st</sup> of the current calendar year.

In addition to the above provision, members assigned to a 4 and 2 schedule may receive cash reimbursement for up to 4 days of vacation per year, provided they take a minimum of 8 vacation days off in a calendar year. Requests for this reimbursement may be submitted after February 1<sup>st</sup> and before December 31<sup>st</sup>.

#### **I. PERSONAL LEAVE**

After one (1) year of continuous service and yearly thereafter on a calendar year basis, an employee shall be given three (3) personal leave days off with pay.

At least forty-eight (48) hours' advance notice shall be given for personal leave to the employee's immediate supervisor, except in extreme emergency, and said request is subject to approval by the Chief of Police.

If said personal days are not used, they will be added to the employee's accumulated sick leave bank.

## **ARTICLE 7** **WORK DAY AND WORK WEEK**

A. A work day shall consist of eight (8) hours. A work week shall consist of 37.5 hours for all sworn personnel. Uniformed personnel shall work a 4 and 2 schedule, except Investigators and Community Service Officers who shall work a 5-2 with Saturday/Sunday off.

Police personnel assigned to a work schedule other than a 4 and 2 schedule shall receive additional compensation beyond that set forth in Article 3, Section 1 of 5 hours of straight time per pay period.

B. Police Officer Recruits (Regional Criminal Justice Training Academy) shall be paid base salary for the time required by the Academy. Police Officers attending in-service training shall earn overtime only in compensatory time off at the time and one-half rate.

C. The Parties agree that the Uniform Patrol Division, except as stated above, will operate on a three (3) shift system consisting of eight (8) hour blocks and said shift each shall be deemed to total 37.5 hours per week and not require payment of overtime. At the present time, the three (3) shifts shall consist of the following hours:

10:00 P.M. to 6:00 A.M.  
6:00 A.M. to 2:00 P.M.  
2:00 P.M. to 10:00 P.M.

The Town has the prerogative to adjust the above required starting and quitting time for one early car, by no more than one (1) hour one time each shift during the duration of this Agreement.

D. Except as provided in "C" above, the Town will not change the work hours or work schedules of any member to avoid the payment of overtime.

## **ARTICLE 8** **EDUCATIONAL BENEFITS**

The Town agrees to pay up to the sum of \$1,500.00 per year for all tuition, books and fees for all officers who successfully complete within the period of this Contract an undergraduate college course leading to an undergraduate degree in Police Science or Criminal Justice provided said degree program is approved in advance by the Chief of Police and the Town Supervisor and provided further that the officer is enrolled in a matriculated undergraduate degree program.

Reimbursement of sums payable pursuant to the preceding paragraph will be made by the Town at the completion of each semester, upon presentation of evidence of successful completion of courses taken. There is not to be any duplication of reimbursement payments. V.A. benefits paid to any veteran shall not be considered duplicate payment.

The Town will pay an increment of \$500.00 to each officer who obtains an A.A.S. Degree.

The Town will pay an increment of an additional \$500.00, or a total of \$1,000.00, to each officer who obtains a B.S./B.A. Degree.

The Town will pay an increment of an additional \$500.00, or a total of \$1,500, to each officer who obtains an M.S. Degree.

## **ARTICLE 9** **HEALTH INSURANCE**

- A. All members shall be eligible to receive coverage under the Finger Lakes Municipal Health Insurance Trust's ("FLMHIT") High Deductible Health Care Plan (HDHP) 1800/3600 health insurance plan, for a single, family or 2-person coverage as selected by the member.
  - 1. Employees shall contribute fifteen percent (15%) toward the cost of the HDHP premium and the Town shall contribute the remaining eighty-five (85%) towards the premium.
  - 2. In addition to its contribution to the premium, the Town will contribute \$1,800 per year for a single policy or \$3,600 per year for 2-person or family policy to the employee's Health Savings Account (HSA) upon enrollment in the Town's HDHP. Town contributions will be deposited biweekly via payroll. In the event enrollment in the HDHP is less than a full 12-month period, the Town will appropriately prorate the Town's HSA deposit.
  - 3. In cases where the Employee has excessive medical costs prior to receiving the full annual amount into their HSA, the Employee may apply for an HSA Hardship Advance. The Town will cover the out-of-pocket cost up to the limit of the Towns HSA contribution.
  - 4. In the event an employee enrolled in the HDHP has a covered dependent who is ineligible for HSA use under Federal Rules, they may choose to receive their Town contribution amount in the form of a Health Reimbursement Account (HRA) in lieu of the HSA.
  - 5. Notwithstanding the provisions above, effective May 1, 2024, and continuing only through the end of 2025, employee premium contribution rates for 2024 and 2025 will be temporarily reduced to 10% for employees on payroll prior to April 1, 2024.
  - 6. Employees switching from the Core plan to the HDHP during the 2024 settlement open enrollment will receive a one-time \$3,000/\$6,000 HSA contribution in 2024 (100% of the plan out-of-pocket expenses) and then return to the \$1,800/\$3,600 HSA contribution annually in all subsequent years.
  - 7. Effective May 1, 2024, the Core plan is closed to new enrollments. Employees remaining in the Core Plan are responsible for paying the full premium difference between the Core Plan and the Town's 85% premium contribution to the HDHP.
  - 8. Town contributions to the previously existing Health Reimbursement Accounts (HRA) ended on 1/1/2024. Employees with HRA balances switching to an HDHP as of May

1, 2024, can convert their HRA balance to a limited use HRA (dental and vision expenses only) or convert the balance to an HSA contribution at fifty percent (50%) of its current value. Remaining HRA balances must be used by December 31, 2024. HRA contributions will cease upon retirement.

9. An employee may change health programs during the provider's open enrollment period.
- B. Employees who decline health insurance coverage with the Town may, upon proof of coverage in another plan, during an open enrollment period, elect to receive a payment in-lieu-of health insurance coverage of four thousand (\$4,000.00) per year, prorated on a 12-month basis, which shall be paid to the employee in equal installments dependent upon the number of pay cycles within the calendar year. The employee shall have the right to return to the Town's health care coverage during any open enrollment period, or otherwise only in the event of the loss of the external health insurance plan or a substantial modification thereof, or at the time of retirement.
- C. The Town reserves the right to provide health and/or dental insurance coverage substantially similar to that established by this Agreement through any provider it chooses or through self-insurance, provided that the benefits enjoyed by employees, under this Agreement, will not be diminished without the express, written consent of the Union. The provisions of this Agreement with respect to payment of health insurance coverage, also shall apply to health insurance coverage provided through self-insurance or providers other than FLMHIT.
- D. In the event this Health Insurance Program, or some portion thereof, is changed by the Insurance Company, other than a premium change, the Employer and the Union agree to meet within ten (10) days after the Employer receives notice of such change for the purpose of working out the matter of such change to find a mutually satisfactory solution.
- E. The Employer shall continue to pay the Town's premium for the Health Insurance Program set forth in Section 1 for the family of a deceased employee for a period of four (4) years, or until remarriage, or Medicare eligibility, whichever comes first, provided that the employee was covered pursuant to a family plan. The four (4) year coverage period will be extended on a year for year basis for each year of service past nineteen (19) years the employee is serving at time of death.
- F. The Employer shall pay the entire town share of premium for the Health Insurance Program set forth in Section A for the spouse and/or children of a member who dies as a natural and proximate result of an on-the-job accident or injury. Eligibility shall be determined in accordance with the New York State Retirement System's determination of eligibility for an Accidental Death Benefit incurred in the line of duty and provided the member was then covered pursuant to a Town health care plan. Said coverage shall continue for the life of the spouse until remarriage. In the event the member had children on the health insurance plan, but no spouse, said coverage shall continue until the age said child could no longer obtain coverage on a family plan which is currently 26 years of age. When the spouse reaches Medicare eligibility, he/she shall be provided the Town's Medicare coverage as per current practice. Should the spouse move from the area so FLMHIT is unavailable, Section L, hereof, will apply.

- G. In the event a member who dies as a natural and proximate result of an on the job accident or injury who was not covered pursuant to a Town health care plan because the officer had elected a cash option and the member had a surviving spouse, the member's spouse, shall be offered at the next renewal period the opportunity to elect coverage from the Town health care plan or the then available cash option in lieu of coverage, until the spouse shall reach Medicare eligibility at which time the spouse shall be provided the opportunity to elect the Town's Medicare coverage. If the spouse does not elect the Town's Medicare coverage, the Town's obligation to the spouse of the deceased member and family shall terminate.
- H. The Town of Webster shall provide and pay 90% of the cost of the Blue Shield Smile Saver Dental Program for each employee covered by this Agreement in accordance with the type of coverage (single or family) desired by the employee.
- I. Each member shall receive a single membership to the Town owned fitness center, provided that the Town retains ownership.
- J. Employees who retire into the NYS Police and Fire Retirement System shall contribute toward the cost of health insurance in retirement as follows:
  - 1. Retirees with thirty (30) or more years of credited service in the Retirement System shall contribute zero percent (0%) of the premium.
  - 2. Retirees with twenty-five (25) or more years, but less than thirty (30) years, of credited service in the Retirement System shall contribute five percent (5%) of the premium.
  - 3. Retirees with twenty (20) or more years, but less than twenty-five (25) years, of credited service in the Retirement System shall contribute ten percent (10%) of the premium.
- K. If an employee elects to enroll in an HDHP offered by the Town and the plan offered includes a contribution from the Town into an HSA, such HSA contribution will be available to those eligible employees in retirement up until Medicare eligibility as long as the plan with accompanying HSA is offered by the Town to its active employees.
- L. In the event a retired employee moves out of the Rochester area where coverage by FLMHIT is unavailable, the Town agrees to pay to the health care provider in the retiree's area, the premium cost for a health maintenance insurance plan, available to the employee, the equivalent of the current cost of the plan under which the employee was covered at the time of retirement, or the premium cost of the Health Care Plan in the retiree's area, whichever is less.

## **ARTICLE 10** **SENIORITY**

- A. Seniority shall be governed by the following criteria in their respective order:
  - 1. Rank – if a conflict occurs between ranks, a lieutenant shall have seniority over the sergeant and/or patrolman, and a sergeant shall have seniority over a patrolman.

2. Time in Rank – if a conflict occurs within a rank, the person who has served longest in such rank for the Webster Police Department shall have seniority.
3. Position on a Monroe County Civil Service Certification of Eligibles List – if a conflict occurs within a rank, and is not resolved by the time in rank, then the person who is ranked in the higher scoring band on the Monroe County Civil Service Certification of Eligibles List shall have seniority.
4. Civil Service Ranking – if a conflict occurs within a rank, and is not resolved by time in rank or scoring band position on the Monroe County Civil Service List, seniority will be governed by the civil service ranking position established by the Monroe County Civil Service Certification of Eligibles List at the time the list was established.

B. Transferees from other town or village police departments within Monroe County to the Webster Police Department shall be given credit for previous police service (as specified under Section 384[d] of the New York State Police and Firemen's Retirement Law), for the purpose of retirement credit, salary, longevity, and vacation accrual.

C. Transferees from other police departments outside Monroe County appointed to the Webster Police Department, after January 1, 1989, shall be given credit for previous police service (covered under the New York State Police and Firemen's Retirement System) for the purpose of vacation accrual and longevity. The Town shall not be obligated to cover the cost of upgrading such previous police service to the 20-year retirement plan (Section 384[d]).

D. If a police officer voluntarily leaves the department and does not return to the department within one year (365 days), then and in that event, he/she will lose this/her seniority. In the event he/she is reappointed after “voluntary” interrupted service of no longer than one-year (365 days), past seniority will be restored.

## **ARTICLE 11** **SELECTION PROCEDURE**

A. Choice of vacation and compensatory time off shall be governed by the following criteria in their respective order:

1. Rank - if a conflict occurs between ranks, a lieutenant shall have preference over a sergeant and/or patrolman, and a sergeant shall have preference over a patrolman.
2. Time in Rank - if a conflict occurs within a rank, the person who has served longest in such rank for the Webster Police Department shall have the preference.
3. Position on a Monroe County Civil Service List - if a conflict occurs within a rank, and is not resolved by time in rank, then the person who is ranked in the higher scoring band on the Monroe County Civil Service List shall have preference.
4. Civil Service Ranking - if a conflict occurs within a rank, and is not resolved by time in rank or scoring band position on the Monroe County Civil Service List, seniority will be governed by the civil service ranking position established by the Monroe

County Civil Service List at the time the list was established. For choice of vacation periods, seniority shall apply only if said choice is made prior to March 1st of a given year.

In the event of a conflict between choice of vacation period and choice of compensatory time off, vacation time shall take absolute priority.

B. Choice of shift assignment shall be governed by the following criteria in their respective order:

1. Rank - if a conflict occurs between ranks, a lieutenant shall have preference over a sergeant and/or patrolman, and a sergeant shall have preference over a patrolman.
2. Time in rank - if a conflict occurs within a rank, the person who has served longest in such rank for the Webster Police Department shall have preference.
3. Position on a Monroe County Civil Service List - if a conflict occurs within a rank, and is not resolved by time in rank, then the person who is ranked in the higher scoring band on the Monroe County Civil Service List shall have preference.
4. Civil Service Ranking - if a conflict occurs within a rank, and is not resolved by time in rank or scoring band position on the Monroe County Civil Service List, seniority will be governed by the civil service ranking position established by the Monroe County Civil Service List at the time the list was established. For choice of vacation periods, seniority shall apply only if said choice is made prior to March 1st of a given year.

Choices shall be submitted on or before November 15th, and choices shall be honored on January 1st of the following year for that whole year. Vacancies occurring during the course of the year shall be filled by the above criteria.

The employer reserves and retains the authority and right pursuant to Employer Right, paragraph 1, to assign and reassign each and every police officer to a shift based upon the needs and overall efficiency of the Department, and based upon officer skills, training, and efficiency. The above provisions shall be applicable only in instances in which the Department determines in its sole discretion that two or more officers are equally qualified for positions available on two or more shifts; or, should two or more officers not be equally qualified for such positions, that the difference in qualifications will not adversely impact job performance during said shifts.

## **ARTICLE 12** **CLOTHING ALLOWANCE**

The Town shall pay for and provide, alter and repair, all uniforms and equipment necessary and required for the proper performance by the uniformed officers for their duties as police officers, at the discretion of the Chief.

The Town agrees to pay two thousand four hundred dollars (\$2400) per quarter to the Union for it to administer a dry-cleaning program for members to retain dry cleaning services for approximately two (2) pants and two (2) shirts per week.

Each plainclothes officer will receive an allowance of five hundred dollars (\$500) per year for the purchase, alteration and repair of clothing worn in the pursuit of his/her duties. Payment will be made in the first pay period of February.

Employees using personal vehicles for Police Department related business shall be reimbursed at the approved Town rate upon submission of an authorized voucher verifying this use, and voucher approved by the Chief. The only time this is applicable is when a Town vehicle is not available.

The Town shall provide an allowance of four hundred dollars (\$400) per year per officer for the purpose of purchasing equipment and/or clothing accessories to be used in the course his/her employment, payable in the first pay period of October.

### **ARTICLE 13 RECIPROCAL RIGHTS**

The Town recognizes the right of the policeman to designate representatives limited to President, Vice-President, Secretary, Treasurer and Attorney for the Club, to appear on their behalf to discuss disputes as to the terms and conditions of the contract. The above police representatives shall also be permitted to appear at public hearings before appropriate municipal organizations to the extent permitted by State Law. The said representatives shall be dressed in civilian clothing. The Club will give the names of their representatives and Attorney to the Town Board of the Town of Webster, each year when they are designated.

The Club shall have the right to post notices and communications relative to police business of the Club on the Police Department bulletin board maintained on the premises and facilities of the Town within the Police Department area.

The President or delegate of the Club, who is designated for the purpose of adjusting grievances, or assisting in the administration of this Contract shall be free from his regular duties for reasonable periods of time to fulfill these obligations, which have, as their purpose, the maintenance of harmonious and cooperative relations between the Town and the policemen and the uninterrupted operations of the Police Department, providing such activity shall not interfere with the orderly operation of the Police Department and not violate any policies and procedures of the Police Department.

The President, a Club Delegate, or his designee shall be released for a cumulative total of twenty (20) days per year without restriction to attend Club business. Additional release days may be granted upon the prior approval of the Chief of Police or his designee.

#### Contract Negotiations

The President of the Club shall be released from his duties for negotiations upon the approval of the Chief of Police on the date such meetings are scheduled.

In addition to the President, a full day of release time shall be afforded for up to three (3) additional union members for attendance at all negotiation sessions with the Town (including mediation and/or arbitration sessions) and for up to an additional two (2) hours prior to each formal

negotiation session, mediation session and arbitration hearing, as well as for one (1) full day prior to the commencement of formal negotiations, with the following conditions:

- A. The full day must be spent on union business and, if not, then the member must either return to work for the balance of an eight (8) hours shift or use appropriate leave credits for the remainder of such shift.
- B. The additional up to two (2) hours of release time to prepare for negotiation sessions, mediation sessions or arbitration hearings set forth above is not to be used on the same day as the session or hearing.
- C. Members utilizing the release time set forth in this provision shall not be entitled to any overtime compensation for sessions or hearings which may extend beyond eight (8) hours or beyond the member's scheduled shift.
- D. When the above release time is utilized for attendance at negotiation sessions, mediation sessions or arbitration hearings, and the Town determines that resulting absences should be covered, the Town will cover up to two absences (not including the President) with overtime. If additional overtime shifts are required, the appropriate number of shifts (days) will be deducted from the twenty (20) day release time allotment.

## **ARTICLE 14** **GRIEVANCE PROCEDURES FOR NON-DISCIPLINARY MATTERS**

### Section 1: Definitions

- A. Grievance - the term "grievance" shall be defined as a dispute between the parties to this Agreement, involving the interpretation or application of any provision of this Agreement.
- B. Days - the term "days" when used in this article shall, except where otherwise stated, mean working days on a Monday through Friday basis.
- C. Club - the term "Club" shall mean the Webster One Thousand Club.

### Section 2: Procedures

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits below may be extended.
- B. Failure at any step of this procedure to communicate to the Club the decision on a grievance within the specified time limit shall permit the Club to proceed to the next step of the grievance procedure. Failure to announce an appeal of the grievance to the next step within the specified time limits shall terminate the grievance.
- C. In the event of a group, policy or organization type grievance, the grievance may be submitted at Step B by the Club representative.

D. The time limits set forth in Section 3 of this Article may be extended by mutual consent of the Association President or his/her designee and the Chief of Police or the Town Supervisor.

### Section 3: Grievance Steps

In the event of a grievance as defined in Section 1 of this Article, either party may have the right to resolve the grievance in the following manner:

STEP A: A Club representative, with or without the aggrieved member, shall present the written grievance to the Police Captain within fifteen (15) working days following its known occurrence to the grievance. A written decision by the Police Captain must be presented to the Club representative in ten (10) working days of receipt of the grievance. No resolution of a grievance at this step shall constitute a binding precedent.

STEP B: If not resolved at Step A within five (5) working days of receipt of the decision, the Club President or his/her designee, with or without the aggrieved member, shall present a written grievance, which shall contain the Step A decision, to the Chief of Police who shall within ten (10) working days of the receipt of the written grievance forward his/her written decision concerning the grievance to the Club President or his/her designee.

STEP C: If not resolved at Step B within five (5) working days of receipt of the decision, the Club President or his/her designee, with or without the aggrieved member, shall present a written grievance, which shall contain the Step B decision, to the Town Supervisor or his/her Deputy Supervisor who shall within five (5) working days discuss the grievance with the Club President, or his/her designee, and who shall within ten (10) working days of the receipt of the written grievance forward his/her written decision concerning the grievance to the Club President or his/her designee.

STEP D: If Step C fails to produce a settlement of the dispute, the Club may take the dispute to arbitration upon service of written notice to the Town of its intention to do so. This notice shall be served within fifteen (15) calendar days from the conclusion of Step C, otherwise, the right for arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal.

### Section 4: The Arbitration Procedure

A. All arbitration proceedings shall be conducted by an arbitrator selected in accordance with the rules of procedure of the New York State Public Employment Relations Board. The decision of the arbitrator shall be final and binding on the Club, the Town and any grievant, provided said decision is within the scope of the arbitrator's authority and the constraints established by this Section. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decisional law.

B. The selected arbitrator shall hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral

hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.

- C. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasonings, and conclusions on the issues.
- D. The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him/her. He/she shall confine his/her decisions and awards solely to the interpretation and application of this Agreement.
- E. Expenses for the arbitrator's services in the proceedings shall be borne equally by the Town of Webster and the Club. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, provided it pays for the transcript and makes a copy available without charge to the arbitrator and the other party.

## **ARTICLE 15** **DISCIPLINARY PROCEDURES AND BILL OF RIGHTS**

### Section 1:

Whenever a Club member is being investigated by supervisors, or officers designated by the Chief of Police or by any other officers performing similar functions, the following shall apply:

- A. The interview of any member of the Club shall be at a reasonable hour, preferable when the member officer is on duty, and during the daylight hours, unless the exigency of the investigation dictates otherwise.
- B. The interview shall be conducted at a location designated by the investigating officer, preferably at Police Headquarters.
- C. The member of the Club shall be informed of the rank, name and command of the officer in charge of the investigation as well as the name and rank of the officer conducting the interview, and the identity of all persons present during said interview.
- D. A member of the Club shall have available to him/her all reports which he/she has submitted regarding said investigation prior to any interviews.
- E. The member of the Club shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the member of the allegations made against him/her shall be provided prior to any interview.
- F. A member of the Club shall have the right to have present, as a representative, at the member's own interview, an attorney of his/her choice, or a representative of the Club, or may waive such right to representation. This representation shall extend to allowing the

attorney or the representative to pose questions to the member of the Club at the conclusion of the questioning being done by the Police Department, or if the member is unrepresented, he/she shall have the right to make a statement. The attorney or Club representative shall not interfere with or impede the investigation.

- G. It is further agreed that the Town, of Webster and the Webster Police Department will attempt to resolve disciplinary actions only with the attorney selected by the member of the Club or a representative of the Club where the member has elected representation. It is the express intent of the parties to restrict representation of the members of the Club to representatives of the Union in those instances when the member of such bargaining unit is not represented by counsel or is not representing himself/herself.
- H. A member of the Club subject to such investigation by the Webster Police Department shall have the right to a copy of any statement he or she makes to the Police Department free of charge provided such statement is reduced to writing.
- I. A member of the Club shall have the right to electronically or otherwise record any and all statements he gives to the Police Department during such investigation.
- J. A member of the Club subject to such investigation by the Police Department shall not be subject to any offensive language nor, except as otherwise provided herein, shall he/she be threatened with transfer, dismissal or any other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed as to prohibit the Webster Police Department from instructing the member that his/her failure or refusal to answer questions can become the subject of disciplinary action itself, resulting in disciplinary punishment.
- K. In no event shall a member of the Club be ordered or requested to submit to a lie detector or polygraph test.
- L. Prior to the filing of departmental charges, the Club member shall be afforded an opportunity to be heard.
- M. Any member of the Club shall be given a copy of any warning or memorandum entered in his/her personnel file. If, in the opinion of said member, the warning or memorandum issued was not justified, then the member shall have the right to respond in writing and have such response entered in his/her personnel file. Such warnings and memoranda are not discipline.
- N. A member of the Club subject to such investigation by the Webster Police Department shall suffer no reprisals, directly or indirectly, for exercising his/her rights under this Article.
- O. Except as provided in Section 2 set forth below, discipline shall be covered by Civil Service Section 75 and Section 76. The Hearing Board, which shall decide by simple majority vote, shall be selected in the following manner:

1. The Police Chief will submit to the member a list of three (3) individuals from which the member must select at least two (2) who shall serve on the Hearing Board. The Chief of Police may select any individuals to serve on the Hearing Board other than any members of the Club.
2. The member shall submit to the Chief of Police a list of three (3) members of the Club holding Civil Service rank of Patrolman or higher rank from which the Police Chief shall select one who shall serve as a member of the Hearing Board.

P. No employee shall be disciplined unless he/she is served personally with a Notice of Proposed Discipline within thirty (30) days from the occurrence or the discovery of the occurrence of the alleged acts which constitutes the basis for the discipline sought to be imposed, however, that such limitations shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

## Section 2: Arbitration Discipline

- A. An employee may waive a hearing pursuant to Section 75 and Section 76 and elect to have the charges processed pursuant to this Section. The employee shall make such election in writing.
- B. Discipline shall be imposed only for incompetency or misconduct. The specific acts 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 description of acts or omissions alleged to be evidence of misconduct or incompetency including reference to dates, times and places.
- C. Where the appointing authority or his/her designee seeks as a penalty the imposition of suspension without pay, a fine (not to exceed \$100.00), demotion or dismissal from service notice of such discipline shall be made in writing and served on the employee personally or by registered mail, return receipt requested.
- D. A notice of discipline may be the subject of a grievance before the Chief of Police or his/her designee and shall be filed by the employee within ten (10) calendar days of the notice of discipline. The employee shall be entitled to a meeting before the Chief or his/her designee within ten (10) days of the receipt of the grievance, and a written decision shall be delivered in person or by certified or registered mail, return receipt requested.
- E. The penalty proposed by the appointing authority may not be implemented until either:
  1. the matter is settled, or
  2. the employee fails to file a grievance with the appointing authority within ten (10) days of service of the notice of discipline, or
  3. having filed a grievance, the employee fails to file a timely appeal as provided in this Agreement, or

4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

F. The notice of discipline served on the employee shall be accomplished by a written statement that:

1. The employee has a right to object by filing a grievance within ten (10) days.
2. A grievance procedure provides for a hearing by an independent arbitrator at its final step.
3. The employee is entitled to representation by the Club or an attorney at every step of the proceeding.
4. If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

G. If the grievance is not solved at the appointing authority level, it may be appealed to independent arbitration by filing a notice with the appointing authority within ten (10) days of the receipt of the Department decision.

H. The independent arbitrator must hold a hearing within ten (10) days after selection and a decision shall be rendered within five (5) days of the close of the hearing. Either party wishing the transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.

I. The arbitrator's decision with respect to the guilt or innocence, penalty or probable cause for suspension, shall be final and binding upon the parties and he/she 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 a period of suspension. If the arbitrator, upon review, finds probable cause for suspension, he/she may consider such suspension in determining the penalty to be imposed.

J. All arbitration proceedings conducted under this Section shall be conducted by an arbitrator selected in accordance with the rules of procedure of the New York State Public Employment Relations Board.

K. All fees and expenses of the arbitrator shall be divided equally by the Town and the Club. Each party shall bear the cost of preparing and presenting their own case.

L. Within ten (10) days of the rendering of the decision of the arbitrator a copy of such decision shall be sent by the appointing authority to the Civil Service Agency having jurisdiction.

### Section 3: Settlement

- A. A disciplinary matter may be settled at any time following service of a notice of discipline. The terms of the settlement shall be agreed to in writing. An employee executing the settlement shall be notified of the right to have an attorney or the Club representative or to decline any such representative. A settlement entered into by an employee, his/her attorney or the Club shall be final and binding on all the parties.
- B. Nothing contained herein shall be construed in any way to limit the ability to settle disciplinary matters at any time prior to a decision being rendered by an arbitrator or by a Hearing Board convened under Section 75 of the Civil Service Law.

## **ARTICLE 16 PART-TIME OFFICERS**

The One Thousand Club shall negotiate for part-time police officers in respect to terms and conditions of employment.

- A. Part-time police officers will earn an hourly rate based upon the following formula: Patrol Officer's annual salary/# of pay periods in year/10/8.
- B. Part-time police officers may be scheduled to work hours outside the shift definitions as outlined in Article 7 for the uniformed patrol division.
- C. Part-time officers may be scheduled to supplement the full-time force as long as no full-time police officer expresses interest in an assignment or shift.
- D. No other provision of this agreement shall be applicable to part-time police officers.

## **ARTICLE 17 PERSONNEL FOLDER**

Only one official folder shall be kept for each member of the Webster Police Department. Each member shall have the right to inspect his/her personnel folder upon written request to the Chief of Police, or his/her designee. Upon receiving the officer's written request to inspect the contents of his/her folder, said folder, in its entirety, shall be made available at the Chief's or his/her designee's convenience, but no more than five (5) working days of the Chiefs or his/her designee's receipt of the written request. Nothing of a derogatory nature shall be placed in an officer's folder unless accompanied by proper documentation. An officer's written response to a disciplinary notice or "Letters of Memorandum" will be included in the folder, if desired by the officer and will remain with the notice or "Letters of Memorandum" and become part thereof for as long as said notice or letter continues to exist.

"Letters of Memorandum" may be sealed five (5) years after the date of issue upon written request of the officer. Sealed documents shall be retained for discovery purposes but will not be referenced during evaluations, promotions, or special assignments or training assignments. Upon written request of an officer, an administrative review of the sealed records may be conducted to show the

officer's correction/compliance with the subject of a notice or letter, if any, and become part thereof.

"Letters of Memorandum" shall not be considered a disciplinary action in any way.

## **ARTICLE 18 LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern, but not to include amendments of this Agreement. This committee shall be limited to no more than two (2) members of the Webster 1000 Club PBA, Inc. and two (2) of management members, one of whom shall be the Police Chief and one of whom shall be the Town Supervisor, or his/her designee.

In the event that mandatory items of negotiations are considered, the Town of Webster and the Webster 1000 Club agreed to collectively bargain such items. Should the committee be unable to resolve the issue by mutual agreement, either party may submit the matter directly to binding arbitration pursuant to Article 14, Section 4, of this Agreement.

## **ARTICLE 19 SEPARABILITY**

Should any part thereof of any provision herein contained be rendered or declared illegal or unfair labor practices by reason of an existing or subsequently enacted legislation, or by a Decree of a Court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of the 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 and provisions rendered or declared illegal or unfair practice and provided that such illegality, etc. shall not be of such importance or significance as to render enforcement of the remainder of the Agreement unfair to either party.

## **ARTICLE 20 GENERAL PROVISIONS**

The Town shall provide coverage for police officers under New York State Disability and Unemployment Compensation Laws.

No officer shall be ordered to drive a vehicle deemed unsafe by the vehicle maintenance officer, after consultation with a Town designated mechanic.

### Section 1: Protection of Officers - Criminal Proceedings

- A. If an officer is named as a defendant, or is charged or indicted in a criminal proceeding, as a direct result of activities pursued by the officer in the discharge of his/her lawful duties within the scope of his/her authority, the Town shall pay all reasonable and necessary legal fees based upon legal community rates and court costs incurred by the officer in his/her defense of said actions.

- B. The obligation of the Town to reimburse an officer pursuant to Section 1(a) above shall arise only upon the dismissal of all the charges, an acquittal or upon the Grand Jury voting a no-bill. It is expressly agreed that an Adjournment in Contemplation of Dismissal shall not entitle the officer to reimbursement.
- C. An officer shall either (1) submit an itemized retainer agreement at the commencement of the action with an attorney of his/her choosing or (2) shall notify the Town Board before any expenditures and an attorney will be agreed upon by the officer and the Town Board or its representative. In both instances, an itemized bill and receipt shall be promptly submitted to the Town Board.

### Section 2: Civil Proceeding

If an officer is named as a defendant in a civil action or proceeding, as a direct result of activities pursued by the officer in the discharge of his/her lawful duties within the scope of his/her authority, the Town shall pay all reasonable and necessary legal fees and court costs incurred by the officer in his/her defense of said actions. An itemized hourly bill and receipt shall be promptly submitted to the Town Board. The officer will notify the Town Board before any expenditures and an attorney will be chosen by the Town Board or its representative.

### Section 3: Police Officers Liability

- A. Notwithstanding the provisions of any general, special or local law, charter or code to the contrary, the Town shall be liable for and shall assume the liability to the extent that it shall save harmless any duly appointed police officer of such municipality, authority or agency for any negligent act or tort complained of while acting in the performance of his/her duties and within the scope of his employment.
- B. For the purposes of this section, a police officer of the Town when within the geographical limits of his/her jurisdiction, although excused from official duty at the time, shall be deemed to be acting in the discharge of duty when engaged in the immediate and actual performance of a public duty imposed by law and such public duty performed was for the benefit of all the citizens of the community and the municipality, authority or agency derived no special benefit in its corporate capacity.
- C. Any officer sued for actions taken or allegedly taken as an officer in the performance of his/her duties shall immediately notify the Chief of Police and Town Supervisor in writing.

## **ARTICLE 21** **FUTURE NEGOTIATIONS**

The parties mutually agree that negotiations for contract year 2027 will commence no later than July 1, 2026.

## SIGNATURE PAGE

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 18<sup>th</sup> day of May 2024.

### TOWN BOARD OF THE TOWN OF WEBSTER

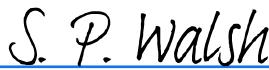
By: Thomas J. Flaherty  
Thomas J. Flaherty, Supervisor

  
Brayton Connard (Jun 1, 2024 20:40 EDT)

Brayton Connard, Personnel

### WEBSTER 1000 CLUB

By: Michael Wilder  
Michael J. Wilder, President

  
S. P. Walsh (May 31, 2024 15:12 EDT)

Sean P. Walsh, Business Agent

# CBA Town of Webster 1000 Club 2024-2026

Final Audit Report

2024-06-02

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By:	Brayton Connard (bconnard@ci.webster.ny.us)
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