

AGREEMENT BETWEEN:

THE TOWN OF NEW HARTFORD

AND

**THE NEW HARTFORD CENTRAL
DISPATCHERS BENEVOLENT
ASSOCIATION, INC.**

FOR THE PERIOD

1-1-2004 thru 12-31-2009

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WAGE SCHEDULES

FULL-TIME DISPATCH

PART-TIME DISPATCH

CLERICAL

PREAMBLE

The parties to this Agreement are the Town of New Hartford (hereinafter "Town") and the New Hartford Central Dispatchers Benevolent Association, Inc. (hereinafter "Union").

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the Town, employees, and Union.

The parties mutually recognize that the responsibilities of both the employees and the Town to the public require that any disputes arising between the employees and the Town be adjusted and settled in an orderly manner, without an interruption of services to the public.

The parties further recognize that the essential involved here is public service, and that the general health, welfare, and safety of the community are dependent upon service to the community. To these ends, the Town and Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives on all levels and among employees.

ARTICLE 1 - UNION RECOGNITION

Section 1.1 - Recognition of Union

The Town recognizes the Union as the exclusive representative of "employees" as defined in Section 1.2 of this Agreement.

Section 1.2 - Regular Employee Defined

A. Regular Full-Time Employee

A regular full-time dispatcher is one hired by the Town to work in Central Dispatch at least thirty-five (35) hours per week and seventy (70) hours per pay period and whose employment with the Town is expected to last indefinitely. A full-time employee is entitled to all approved fringe benefits accruing to full-time employees pursuant to the terms of this Agreement.

A full-time clerical employee covered by this bargaining unit works at least thirty-five (35) hours per week and seventy (70) hours per pay period and whose employment with the Town is expected to last indefinitely. A full-time employee is entitled to all approved fringe benefits accruing to full-time employees pursuant to the terms of this Agreement.

Full-time employees must be appointed off a Certified List prepared and provided by Oneida County Department of Personnel. All Civil Service Procedures are to be followed in this regard. In the event that there is no Certified List available, the full-time employee is appointed and hired as a provisional employee, as defined in Civil Service Law. The provisional employee will be expected to apply for the next available exam to be placed on the Certified List.

B. Regular Part-Time Employee

A regular part-time employee is one hired by the Town to work in Central Dispatch twenty (20) hours or less per week. The fact that a part-time employee may work more than twenty (20) hours in a week does not make him/her eligible for full-time status. Part-time employees are not entitled to any benefits or rights accruing to full-time employees pursuant to this Agreement, except where expressly stated so.

C. Supervisor of Dispatch Center

The Dispatch Supervisor shall be excluded from the bargaining unit and shall not be a Union member. Said Supervisor shall be appointed by the Town.

Section 1.3- Probationary-Employee

A. An employee who has never accrued seniority under this Agreement or predecessor agreements between the Town and the Union, or an employee rehired after termination of seniority shall be in "probationary" status until satisfactory completion of six (6) months of employment with the Town in Central Dispatch.

1. Satisfactory completion of said period shall be based on receipt of a satisfactory job performance evaluation by the Dispatch Supervisor and approval of the Town to grant regular employee status.

2. Probationary status of an employee may be extended for an additional period not to exceed six (6) months at the sole discretion of the Town, with the recommendation of the Dispatch Supervisor, when said employee has not received a satisfactory job performance evaluation.

B. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement. A probationary employee has no right to grievance or arbitration procedures under this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Town, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the

standards of performance and the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and number of hours and shifts to be worked; to subcontract, contract out, close down, or relocate the Town's dispatch operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Town; to introduce new or improved service, methods, and equipment; to determine the number, location and operation of departments of the Town; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Town and to direct the Town's employees. The Town's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Town's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

Section 3.1 - No Strikes

It is recognized that the need for continued and uninterrupted operation of the Town Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for equitable settlement of grievances arising out of this Agreement; hence, the parties agree that the Union, its officers, members and agents will comply with Section 210 of the Taylor Law, Prohibition of Strikes, together with the following:

A. No employee or employee organization shall cause, instigate, encourage, or condone a strike, nor shall they participate in or instigate any slowdown or job action, pertaining to their jobs.

B. An employee who violates the provisions of this section shall be subject to the disciplinary penalties provided by law.

Section 3.2 - No Lockouts

Similarly, the Town agrees that it will not lockout or coerce the members of the Union.

ARTICLE 4 - UNION SECURITY

Section 4.1 - Union Shop

A. An employee employed at the time this Agreement becomes effective who is a member of the Union at such time shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union.

B. An employee employed at the time this Agreement becomes effective who is not a member of the Union at such time shall, not later than the thirtieth (30th) day of employment or the effective date of this Agreement, whichever is later, if still employed, tender to the Union: (1) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount of money to the Union; and (2) the pro rata share of an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union. Thereafter, such an employee shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to the Union to an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union.

C. An employee who is initially employed or re-employed after the time this Agreement becomes effective shall, not later than thirty (30) calendar days after the commence of employment, if still employed, tender to the Union: (1) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount of money to the union; and (2) the pro rata share of an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union.

Thereafter, such an employee shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union.

D. For purposes of this Section 4.1, "dues" and "initiation fee" shall encompass only those amounts of money necessary for the Union to perform its duties as the exclusive representative of employees in dealing with the Town on labor management issues.

E. For the purposes of paragraphs "B" and "C" of this Section, the "pro rata share" to be tendered to the Union shall be determined by dividing the monthly dues uniformly charged by the Union to all employees who are members of the Union by the total number of days in the month and multiplying the result by the number of days remaining in the calendar month after the employee is required to pay such share.

Section 4.2 - Representation

The Union shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its representative, by name and in writing to the Town, and to appear on employees' behalf to effect such representation; to direct, manage and govern its own affairs; to determine those objectives free from any interference, restraint, coercion or discrimination by the Town.

The Union shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedures in this Agreement and to pursue any matter or issue to any Court of competent jurisdiction, whichever is applicable, and acting through its membership and officers, be the sole judge thereof unless it is expressly and specifically abridged, delegated or modified by this Agreement.

Section 4.3 - Union Business

The Union may post, on existing bulletin boards provided by the Town for the posting of notices by individual employees, notices of Union business, appropriate state law, non-political notices and communications, provided that their content is not derogatory.

Section 4.4 - Conferences

An employee designated by the Union will be allowed to attend conferences and seminars without pay for scheduled work hours lost for such purposes; provided that the total leave granted under this Section to all employees shall not exceed forty-eight (48) hours per calendar year. The Union must notify the Town in writing, at least fifteen (15) calendar days in advance of such conference or seminar, of the name of the employee designated to attend the conference or seminar, and the dates of his/her absence. The Town may refuse to grant leave under this Section if, in the judgment of the Town, the employee's absence would adversely impact the operations of Central Dispatch.

ARTICLE 5 - CHECKOFFS

Section 5.1 - Check-off

Upon receipt by the Town of a check-off authorization in the form set forth in Section 5.2 of the Agreement; dated and executed by an employee, the Town shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such check-off authorization, until such check-off authorization is revoked by the employee in accordance with the terms thereof, the Union's membership dues for the month in which such deduction is made. The Town will forward the monies so deducted to the Treasurer of the Union not later than the fifteenth (15th) day of the calendar month in which the deduction is made. If, for any payroll period in which the Town is obligated to make deductions pursuant to this Section, the wages owned an employee (after

deductions mandated by an governmental body) are less than the amount of money which the employee has authorized the Town to deduct, then the Town shall make no deduction from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

Section 5.2 - Check-off Authorization Form

The Town shall not deduct any monies from an employee's wages pursuant to Section 5.1 of this Agreement, unless it has received a check-off authorization form executed by the employee.

Section 5.3 - Indemnification of Town

The Union shall defend, indemnify, and save the Town harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees, costs, and disbursements incurred by the Town) that arise out of or by reason of actions taken by the Town pursuant to this Article 5.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1 - Definition

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement, other than a dispute involving the discipline or discharge of an employee. Other disputes which do not involve the interpretation, application or claimed violation of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement or by statute shall not be considered grievances.

Section 6.2 - Declaration of Basic Principle

Every member of the Union shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by counsel of his/her own choosing and cost at all stages of the Grievance Procedure.

Section 6.3 - Procedural Steps

STEP 1 - Except for disciplinary actions, any employee and/or the Union which claims to have a grievance shall present the grievance orally to the Dispatch Supervisor within three (3) workdays after he/she learns, or should have learned, of the situation which created or caused the grievance, whichever is later. The Dispatch Supervisor shall orally respond to the grievant(s) not later than three (3) workdays thereafter.

STEP 2 - If the grievance is not settled at STEP 1, the employee and/or the Union, not later than ten (10) calendar days after receipt of the Dispatch Supervisor's oral response at Step 1, must submit a written grievance to the Dispatch Supervisor. The Dispatch Supervisor shall discuss this grievance with the employee and the Union and shall make such investigation as he deems appropriate. Within ten (10) calendar days after presentation of the grievance to him/her, the Dispatch Supervisor shall make his/her decision and communicate the same in writing to the employee and/or Union presenting the grievance.

STEP 3 - If the grievance is not settled at STEP 2, the employee and/or the Union, not later than five (5) calendar days after receipt of the Dispatch Supervisor's written response at STEP 2, may file a written appeal for a review and determination of the grievance by the Town Board. Such appeal must be served upon the Town Board, the Dispatch Supervisor and the Union. Within fourteen (14) days after receiving the appeal and statement from the employee, the Town Board, or its designee, shall meet with the employee and his/her representative. The Union shall also be kept advised and may participate at all open meetings and hearings. Within ten (10) calendar days after such meeting, the Town Board shall make its decision and communicate the same in writing to the employee, his/her representative, if any, and to the Union. This decision shall be final and binding unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 7 of this Agreement.

Section 6.4 - Written Presentation Requirements

All grievances presented at STEP 2 of the procedure set forth in Section 6.3 of this Agreement must set forth: (1) the facts giving rise to the grievance; (2) the provision(s) of the Agreement, if any, alleged to have been violated; (3) the name(s) of the aggrieved employee(s); and (4) the remedy sought. All grievances at STEP 2 and appeals at STEP 3 of the procedure set forth at Section 6.3 must be signed and dated by the aggrieved employee(s) and his/her representative. All written answers submitted by the Town shall be signed and dated by the appropriate Town representative.

Section 6.5 - Time Requirements

A. The time limitations set forth in this Article 6 are "of the essence" and must be met. No grievance shall be accepted by the Town unless it is submitted or appealed within the time limits set forth in Section 6.3 of this Agreement.

B. If the grievance is not timely submitted at STEP 1 or STEP 2, it shall be deemed waived. If the grievance is not timely appealed to STEP 3, it shall be deemed to have been settled in accordance with the Town's STEP 2 answer.

C. If the Town fails to answer within the time limits set forth in Section 6.3 of this Agreement, the grievance shall automatically proceed to the next step.

D. The parties, by mutual written agreement only, may extend the time limits at each step. Further, any Step of the grievance procedure may be bypassed by mutual written agreement of the parties.

ARTICLE 7 - ARBITRATION

Section 7.1 - Appeal Procedure

Any grievance, as defined in Section 6.1 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 6 and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Town with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 7.1 within ten (10) calendar days after receipt of the written decision of the Town at STEP 3 of the grievance procedure set forth in Article 6 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written decision of the Town at STEP 3 shall be final and binding on the aggrieved employee, the Town, and the Union.

Section 7.2 - Selection of Arbitrators

Not later than ten (10) calendar days after the Union serves the Town with written notice of intent to appeal to a grievance arbitration, the Town and the Union shall jointly request either the American Arbitration Association (AAA) or the Public Employment Relations Board (PERB) to furnish, to the Town and the Union, a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Town, the Town and the Union shall alternatively strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. As an option to this selection procedure, the Town and the Union may each rank the arbitrators on the list provided from first choice to seventh choice.

This independently priority ranked list shall then be returned to the chosen agency (AAA or PERB) who shall then select the highest ranked and most common choice made by the Town and by the Union. The agency (AAA or PERB) shall then notify both the Town and the Union of the arbitrator chosen to hear the grievance.

Section 7.3 - Arbitrator's Jurisdiction

A. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Town. The arbitrator shall have no authority to add to, subtract from, nor alter, amend, or modify any term or provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. Further, the arbitrator shall not be required to rule on, consider, or decide: any issue of job classification; the management right to assign work within a job classification; the discipline or discharge of probationary employees; pay scales; wage rates. The arbitrator shall confine himself/herself

to precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching his/her determination.

B. At least five (5) working days prior to the arbitration hearing the Town and the Union shall meet to frame the issues to be submitted to the arbitrator and to review the facts of the matter in an effort to expedite the hearing.

C. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Town and the Union.

D. The arbitrator shall hold a hearing within a reasonable time after receiving the written request for review. He/she shall give at least three (3) days notice of the time and place of such hearing to the Union and the Town. The hearing may be held in public or private, as determined by an arbitrator. The hearing may be adjourned from time to time by the arbitrator if in his/her judgment such an adjournment is necessary in order to obtain material evidence.

E. The arbitrator will not be bound by formal rules of evidence. If the parties so elect, or if the arbitrator deems it necessary, a written summary will be kept of each hearing.

F. The arbitrator shall be requested to make his/her written award within thirty (30) calendar days after the close of the hearing or after briefs, if any, have been submitted by the parties.

G. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Town.

H. A settlement of or an award upon a grievance may be retroactive prior to the act or omission constituting the grievance.

Section 7.4 - Fees and Expenses of Arbitration

The fee of AAA or PERB, if any, and the fees and expenses of the arbitrator shall be shared equally by the Town and the Union; otherwise, each party shall bear its own arbitration expense.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 8.1 - Exercise of Rights

The only procedure for taking disciplinary action or measures against any member covered under this Agreement shall be as set forth in the following sections.

Section 8.2 - Investigation

The Town shall have the right to investigate potential targets of disciplinary action by questioning of the member. The questioning shall be held by the designees of the Town Board, being the Town Attorney, the Town Supervisor, the Chief of Police, and/or the Dispatch Supervisor, at such time and place as the designee's indicate. The employee shall be notified in writing in that he/she is a potential subject of disciplinary action and that he/she is entitled to Union representation and/or his/her attorney at the questioning. No such questioning may be required of an employee after a notice of discipline has been served on such employee.

Section 8.3 - Discipline

A. Discipline shall only be imposed for misconduct or incompetency. The specific acts for which discipline is being imposed and the penalty proposed shall be specific in the notice. The notice of discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.

B. Oral reprimands shall not be deemed a disciplinary measure subject to the rights of this Article 8; but, oral reprimands may be considered when taking progressive disciplinary action against an employee. Oral reprimands may be reduced to a writing and shall be noted in the employee's file. The employee shall have an opportunity to submit a letter of explanation denial, etc., which shall remain in the file along with the note referencing the oral reprimand.

C. Disciplinary acts and measures shall include written reprimands, suspensions without pay, fines, loss of accrued leave credits or dismissal from the service. Oral reprimands reduced to a writing shall not be included as a disciplinary act.

D. Where the Town seeks the imposition of any of the above disciplinary measures, notice of such discipline shall be made in writing and served upon the employee. The notice shall include a statement advising the employee of his/her right to Union representation, and/or his/her own attorney, at any stage of the disciplinary proceedings. In addition, prior to any suspension without pay or loss in pay, the employee shall be given an opportunity to answer the charges/notice of subject of disciplinary action, and the Town designees shall hold a conference with said employee, the Union representative and/or his/her own attorney, to advise said employee of the alleged acts precipitating the disciplinary action.

E. The notice of discipline served on an employee shall be accompanied by a written statement that:

1. The employee has a right to object by filing a grievance within ten (10) calendar days pursuant to Article 6 of this Agreement;

2. The grievance procedure provides for an appeal to an independent arbitrator, pursuant to Article 7, as its final STEP 3;

3. The employee is entitled to representation by the Union and/or his/her attorney selected at their own expense at every step of the proceeding;

4. If a grievance is filed, no penalty can be implemented until the matter is settled; or if appealed to arbitration, until the arbitrator renders a written award.

F. Grievance

1. If not settled or otherwise resolved, the notice of discipline may be grieved in writing to the Dispatch Supervisor, pursuant to Article 6, and shall be filed either in person or by certified or registered mail, return receipt requested, by the employee within ten (10) calendar days of service of the notice of discipline.

2. The timely filing of such a grievance shall be complete on the date:

- a. on which the grievance is filed in person, or
- b. of mailing by certified or registered mail, return receipt requested.

G. Voiding of Grievance

If an employee is not able to personally sign and file a disciplinary grievance, the Union may, at the employee's request, submit such grievance on the employee's behalf; provided however, that within seven (7) calendar days of submission, the employee in question must appear to sign the grievance form or the Union must produce documentation as to why the employee could not appear. Should neither of these actions occur, the grievance shall be deemed void after seven (7) calendar days.

H. Penalty

The penalty proposed by the Town, or designees, may not be implemented until:

1. The employee fails to file a grievance within ten (10) calendar days of the service of the notice of discipline, or
2. Having filed a grievance, the employee elects not to pursue it, or
3. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or
4. The matter is otherwise mutually settled by the parties.

I. Order of Processing - Disciplinary Grievance

The Dispatch Supervisor will present the grievance to the Town Board. The parties shall then follow the procedures set forth in STEP 3 under Article 6, Section 6.3 of this Agreement entitled Procedural Steps - grants the employee the right to appeal to arbitration as a final remedy as set forth in Article 7 of this Agreement.

ARTICLE 9 - SENIORITY

Section 9.1 - Definition

Seniority shall mean a full-time employee's length of continuous service with the Town, measured in calendar days from the first day the employee actually worked for the Town on or after the employee's most recent date of hire. While a full-time employee's continuous service record shall be broken by voluntary resignation, if such employee returns to work in any full-time capacity within six (6) months, the break in continuous service shall be removed from his/her record. A probationary employee shall not accrue seniority until completion of his/her probationary period set forth in Article 1, Section 1.3 of this Agreement, at which time the employee shall possess seniority as herein defined.

Section 9.2 - Leave of Absence Impact

Seniority shall not be broken by an approved leave of absence up to one (1) year. Accrued benefits earned by an employee prior to the leave shall be retained, but no benefits shall be earned during the leave of absence.

Section 9.3 - Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- A. discharge, quit, retirement, or resignation;
- B. time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Town, regardless of reason;
- C. failure to return to work upon expiration of a leave of absence;

ARTICLE 10 - WAGES

Section 10.1 - Salary Schedule

Full-Time Dispatch Employees – Full-time dispatch employees will receive a 3% wage increase per year for the years 2004-2009 in addition to longevity step movement per the attached wage schedule.

Part-Time Dispatch Employees – Part-time dispatch employees will receive an increase for the years of 2006-6009 per the attached wage schedule.

Clerical Employees – Clerical employees will receive a 3% wage increase per year for the years 2004-2009 in addition to an out of title stipend and a longevity schedule per the attached wage schedule.

Section 10.2 - Straight-Time Hourly Rate of Pay

The straight-time hourly rate of pay by level for full-time dispatch employees shall be calculated by dividing the annual salary, as set forth in this Section 10.1 above, by 2080 hours (40 hours/week X 52 weeks).

The straight-time hourly rate of pay by level for full-time clerical employees shall be calculated by dividing the annual salary, as set forth in this Section 10.1 above, by 1820 hours (35 hours/week X 52 weeks).

Section 10.3 - Overtime Rate of Pay

A. For all hours actually worked in excess of eight (8) hours in any work day, or in excess of forty (40) hours in any five (5) day work week, the employee shall have the option to receive time and one-half (1 ½) for each excess hour in the form of cash payment or compensatory time off. For purposes of this provision, legitimate sick days shall be considered as hours actually worked in the overtime calculation. Personal leave, vacation and holidays shall not be considered as hours worked; thus, shall be excluded from the overtime calculation.

B. Overtime shall be offered to dispatch employees at the sole discretion of the Dispatch Supervisor. Since it is the desire of the full-time employees to rotate their opportunity for overtime staffing when applicable, the Dispatch Supervisor will attempt to allocate overtime as equally as possible. However, this shall not restrict the Dispatch Supervisor's utilization of part-time employees to minimize overtime payroll.

1. Overtime shall be offered to clerical employees at the sole discretion of the Police Chief.

C. Clerical employees shall receive straight pay from 35-40 hours.

D. Unused comp. time will be paid out at the end of the year.

Section 10.4 - Shift Differential

Effective 1/1/2001, the following shift differentials shall be paid for actual hours worked only:

A-Line (2300-0700) = \$10.00 per shift (\$1.25 per hour)

C-Line (1500-2300) = \$8.00 per shift (\$1.00 per hour)

Clerical employees will receive \$1.00 per hour shift differential for hours worked after 3 pm.

Clerical employees will receive \$1.25 per hour shift differential for hours worked before 7 am.

Section 10.5 - Pay Period

The current bi-weekly payroll system, with pay periods ending on every other Saturday, shall remain in effect.

ARTICLE 11 - HOURS OF WORK

Section 11.1 - Work Week

The workweek shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday.

Section 11.2 - Standard Work Week

The standard workweek for full-time regular employees shall be forty (40) hours of work within the workweek.

The standard workweek for full-time clerical employees shall be thirty-five (35) hours of work within the workweek.

Section 11.3 - Workday

A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that same day.

Section 11.4 - Standard Workday

The standard workday for regular full-time dispatcher employees shall be eight (8) continual hours of actual work in a workday.

Clerical employees will work thirty-five (35) hours per week.

Section 11.5 - Shifts

The standard tour of duty for dispatchers only shall consist of one eight (8) hour work shift per day. The three (3) basic work shifts will approximate the following schedule:

A-Line 2300 to 0700 (11 pm to 7 am)

B-Line 0700 to 1500 (7 am to 3 pm)

C-Line 1500 to 2300 (3 pm to 11 pm)

The Town retains the right to change the time periods within which shifts shall commence provided that the Town gives the Union prior notice of any such change.

Section 11.6 - Scheduling

Scheduling of all employees shall be at the discretion of the Dispatch Supervisor, and/or the Chief of Police.

Scheduling of all clerical employees shall be at the discretion of the Chief of Police.

ARTICLE 12 – BENEFIT CALCULATIONS FOR CLERICAL EMPLOYEES

Computation for all clerical employees for the purposes of all benefit time will be calculated based on a 7 hour work day.

ARTICLE 13 - HOLIDAYS

Section 13.1 - Eligible Employees

Full-time employees will be entitled to twelve (12) paid holidays per calendar year. The following days shall be observed as holidays:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Personal Birthday* |

*This holiday shall be taken any day during the week a birthday falls, upon two (2) weeks notice and Dispatch Supervisor approval.

Part-time employees shall be paid time and one-half (1 ½) for working on New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas.

Section 13.2 Work on Holiday

When a full-time employee is scheduled to work on an above listed holiday, the employee shall have the option to receive:

- A. eight (8) hours straight-time pay for the day observed as a holiday in addition to the straight-time pay for the hours actually worked on the holiday; or
- B. eight (8) hours straight-time pay for the day observed as a holiday in addition to compensatory time equal to the number of hours actually worked on the holiday.

Section 13.3 - No Work on Holiday

If a day observed as a holiday falls on a full-time employee's regularly scheduled day off, the employee shall have the option to receive:

- A. an alternate day off in lieu of the observed holiday, either during the week prior to the holiday, or during the week after the holiday; or
- B. Dispatch - eight (8) hours straight-time pay for the day observed as a holiday.

Section 13.4 - Holiday During Vacation

If a holiday occurs during the scheduled vacation of a full-time employee, the employee shall have the option to receive:

- A. an additional eight (8) hours straight-time pay during the workweek for which the day observed as a holiday occurs; or
- B. eight (8) hours compensatory time for the day observed as a holiday; or
- C. shall be permitted, upon prior request, to extend his/her vacation by one (1) additional day in exchange of the observed holiday.

Section 13.5 - Overtime Credit

Hours for which a full-time employee does not actually work but for which he/she is compensated, pursuant to this Article 13, shall not be considered hours worked for the purposes of computing overtime under Article 10 of this Agreement.

ARTICLE 14 - VACATIONS

Section 14.1 - Vacation Credits

After completing any required or designated probationary period, full-time employees shall be granted paid vacation days during their anniversary year pursuant to their completion of continuous service at the following designated levels. Part-time employees shall not be eligible for the benefits provided by this Article.

Less than six (6) months	none
After six (6) months	five (5) days
After one (1) year	ten (10) days
After six (6) years	eleven (11) days
After seven (7) years	twelve (12) days
After eight (8) years	thirteen (13) days
After nine (9) years	fourteen (14) days
After ten (10) years	fifteen (15) days
After sixteen (16) years	sixteen (16) days
After seventeen (17) years	seventeen (17) days
After eighteen (18) years	eighteen (18) days
After nineteen (19) years	nineteen (19) days
After twenty (20) years	twenty (20) days

Section 14.2 - Vacation Scheduling

• Vacation will, so far as practicable, be granted at the time most desired by employees, but in order to insure orderly operation, the final right to allotment of vacation is exclusively reserved by the Town. If two (2) or more employees request the same vacation date(s) and the Town decides to approve some but not all such vacation requests for such date(s), the request of the senior employee(s) shall be honored first.

Section 14.3 - Accumulation and Use of Vacation

An employee may not accumulate and carry over unused vacation from one anniversary year to the next. Vacation not used by the end of the employee's anniversary year will be lost and an employee may not receive pay in lieu of vacation. An employee who does not request a vacation period prior to the end of the ninth (9th) month in the year in which the vacation was earned shall be scheduled within the three (3) months remaining in their anniversary year.

Section 14.4 - Separation from Employment

An employee who is laid off, discharged, retired or separated from the service of the Town for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

Section 14.5 - No Work During Vacation

No employee shall be required to work for the Town during their scheduled vacation.

ARTICLE 15 - LEAVES OF ABSENCE

Section 15.1 - Sick Leave

A. Full-time employees shall be eligible for sick leave after thirty (30) days service with the Town.

B. Medical documentation must be attached to time sheets submitted to the Payroll/Personnel Department after an absence of five (5) business days. Immediate notification must be given to the employee to the Dispatch Supervisor for any such anticipated absence.

C. Full-time employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for seventy (70) or greater hours of work. An employee may use three (3) days per year from these earned days for family related illness.

D. Sick leave may be accumulated by full-time employees to a maximum accrual of one hundred fifty (150) days, but shall be limited as follows:

1. Full-time employees may receive cash payment for a maximum of one hundred (100) days of unused sick leave upon permanent separation from employment as a result of retirement or death only. The legal description of "retirement" follows the common, ordinary meaning. In the event of an employee death, payment shall be made to the spouse, if any, or to the estate of the employee if no spouse.

2. The amount of payment for all unused sick leave shall be calculated at the employee's outgoing rate of pay in effect immediately preceding the employee's separation.

Section 15.2 - Personal Leave

A. Full-time employees shall be entitled to four (4) paid personal leave days, equivalent to four (4) work shifts, each year, non-cumulative, to be used whenever needed. Such leave shall be requested by the employee at least seventy-two (72) hours in advance, except in cases of emergency.

B. The Town shall not require an employee to give a reason as a condition for approving the use of personal leave credits; provided however, that prior approval for the requested leave is obtained and that the resulting absence will not interfere with the proper conduct of business.

C. An employee who has exhausted his/her personal leave credits shall charge approved absences from work necessitated by personal business or religious observances to accumulated vacation credits, not sick leave.

D. Unused personal leave credits may not be carried over from one calendar year to the next. However, unused personal leave may be converted at the end of the year, at the employee's option, to either: (1) accumulated sick leave; or (2) cash payment.

Section 15.3 Bereavement Leave

In the event of a death in the family of a full-time employee, the employee shall be granted three (3) days leave of absence with full pay. Relationships which qualify for said leave are limited to spouse, parent, child, sister or brother, mother-in-law or father-in-law, and the employee's own grandmother or grandfather. The Town shall reserve the right to grant time off for other special relationships at its sole discretion.

Section 15.4 - Court Leave

Full-time employees shall be granted a leave of absence any time they are required to report for jury duty or jury services and shall receive the difference in pay up to his/her regular day's pay. Documentation of active Jury Duty should be attached to time sheets submitted to the Payroll/Personnel Department. Immediate notification must be given by the employee to the Dispatch Supervisor.

Section 15.5 - The Family Medical Leave Act

The Family and Medical Leave Act, (FMLA) of 1993 requires covered employers to grant unpaid leaves of absence to eligible employees for up to twelve (12) weeks during any one-year period for the following reasons:

- (1) Birth or adoption of a child;
- (2) Need to care for a spouse, child, or parent who has a serious health condition;
- (3) Inability of an employee to perform his/her duties because of the employee's own serious health condition.

The act provides that upon returning from the leave, the employee must be placed in his/her former position or an equivalent position with equivalent pay and benefits.

The Act allows the twelve (12) week guaranteed leave to be taken either in a block, or under certain circumstances, on an intermittent or reduced schedule basis. This would generally relate to the need to care for a family member with a serious health condition.

The employer is required to continue providing health care benefits under a group health plan, if the employee was covered under such a plan, only for the duration of the FMLA leave. For additional information, contact the Personnel Department.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

Section 16.1 - Payment of Health and Dental Premiums

A. Effective on January 1, 2002, full-time employees will pay fifteen (15%) percent of their individual, spousal and dependent health and dental insurance premiums.

B. The parties mutually agree to re-open negotiations if any premium increase occurs, or, in the alternative, the Union may opt to receive and participate in the same plan and/or at the same premium cap set forth in either the DPW agreement, the Town of New Hartford Police Agreement, or, as offered to the Town's non-union employees.

C. To mitigate this contribution, the Town provides a flexible spending program to employees who chose such, pursuant to Internal Revenue Code Section 125. Under this program, pre-tax dollars are deducted from the eligible employees' paycheck for their premium contribution along with, if so desired, dependent child and medical care reimbursement.

Section 16.2 - Health Insurance Coverage - Medical

A. Carrier

The Town shall have the choice of the insurance carriers, but will survey the full-time employees from time-to-time for their input. The current provider is Teamsters – Blue Cross/Blue Shield, Excellus Health Plan, Inc., PO Box 4809, Syracuse, NY 13221-4809.

B. Eligibility

All regular part-time, full-time active employees and retirees are eligible for health insurance benefits and are subject to specific requirements established by the employer and/or Blue Cross/Blue Shield, Excellus Health Plan, Inc.. New full-time employees will be eligible for coverage when he/she is credited with a minimum of thirty-six (36) days in a Qualifying Quarter (as per Teamsters Health Insurance Rules/Regulations).

C. Coverage

Individual or family coverage is available to full-time employees. If an employee chooses family coverage when first eligible, then all benefits available to that employee are also available to his/her dependents. Changes in family status should be reported to the Personnel Office at once so that application for such can be made within thirty (30) days. Benefits include coverage as follows:

Hospitalization
Medical and Surgical care
Major Medical, including Optical Expense
Prescription Drug Card

Details of coverage can be found in the pamphlet provided each employee at the time of membership approval. Additional information can be provided by the Personnel Office.

Section 16.3 - Health Insurance Coverage - Dental

A. Carrier

The Town shall have the choice of the insurance carriers, but will survey the full-time employees from time-to-time for their input. The primary current provide is EBS Benefit Solutions, PO Box 4863, Syracuse, NY 13321-4863.

B. Eligibility

All full-time employees are eligible for dental insurance benefits and are subject to specific requirements established by the employer and/or the insurance carrier.

C. Coverage

Individual or family coverage is available to full-time employees. If an employee chooses family coverage when first eligible, then all benefits available to that employee are also available to his/her dependents. Changes in family status should be reported to the Personnel Office at once so that application for such can be made within thirty (30) days. Benefits include coverage as follows:

- Class I - Preventive Services
- Class II - Basic Dental Services
- Class III - Major Dental Services
- Class IV - Orthodontic Services

Details of coverage can be found in the pamphlet provided each employee at the time of membership approval. Additional information can be provided by the Personnel Office.

ARTICLE 17 - PENSIONS

Each new full-time employee is required to join the New York State Retirement System at the time of his/her initial employment.

ARTICLE 18 - SCOPE OF AGREEMENT

Section 18.1 - Duration

This Agreement shall become effective January 1, 2004, and shall continue in full force and effect through midnight, December 31, 2009. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other not later than November 1, 2005, or November 1 of any succeeding year.

Section 18.2 - Separability

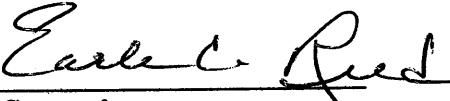
If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and, notwithstanding the provisions of Section 17.3 of this Agreement, the Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with the law. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after thirty (30) days have expired since the issuance of the decision or order of the court or administrative body and adjudging a clause in conflict with law. Neither parties; failure to reach agreement on a replacement clause nor the invalidity or unenforceability of the clause adjudged to be in conflict with law shall impair or affect any other term or provision of this Agreement.

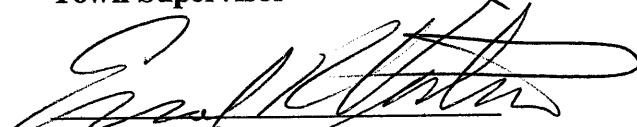
Section 18.3 - Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the Town and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Town expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Town to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Town and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Town or the Union at the time this Agreement was negotiated and executed. As used in this Section 17.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party. This Agreement contains the entire understanding, undertaking, and agreement of the Town and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 17.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Town and the Union, such as by successor agreements or by memorandum of understanding.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their elected Officials and Officers on the 22nd day of May, 2006.

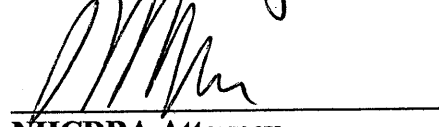
FOR THE TOWN OF NEW HARTFORD


Town Supervisor


Chief Negotiator

FOR THE CENTRAL DISPATCHERS


NHCDBA President


NHCDBA Attorney

Full-Time Schedule

Time in Service	Annual Salary	2004	2005	2006	2007	2008	2009
First 6 months* (Probationary)	\$19,123.00	\$19,696.69	\$20,287.59	\$20,896.22	\$21,523.10	\$22,168.80	\$22,833.86
Second 6 months	\$19,362.00	\$19,942.86	\$20,541.15	\$21,157.38	\$21,792.10	\$22,445.86	\$23,119.24
After First Year	\$20,216.00	\$20,822.48	\$21,447.15	\$22,090.57	\$22,753.29	\$23,435.88	\$24,138.96
After Second Year	\$23,493.00	\$24,197.79	\$24,923.72	\$25,671.44	\$26,441.58	\$27,234.83	\$28,051.87
After Third Year	\$25,114.00	\$25,867.42	\$26,643.44	\$27,442.75	\$28,266.03	\$29,114.01	\$29,987.43
After Fourth Year	\$26,696.00	\$27,496.88	\$28,321.79	\$29,171.44	\$30,046.58	\$30,947.98	\$31,876.42
After Fifth Year	\$28,600.00	\$29,458.00	\$30,341.74	\$31,251.99	\$32,189.55	\$33,155.24	\$34,149.90
After Sixth Year	\$28,748.00	\$29,610.44	\$30,498.75	\$31,413.72	\$32,356.13	\$33,326.81	\$34,326.62
After Seventh Year	\$29,279.00	\$30,157.37	\$31,062.09	\$31,993.95	\$32,953.77	\$33,942.39	\$34,960.66
After Eighth Year	\$30,127.00	\$31,030.81	\$31,961.73	\$32,920.59	\$33,908.20	\$34,925.45	\$35,973.21
After Ninth Year	\$30,976.00	\$31,905.28	\$32,862.44	\$33,848.31	\$34,863.76	\$35,909.67	\$36,986.96
After Tenth	\$32,037.00	\$32,998.11	\$33,988.05	\$35,007.69	\$36,057.93	\$37,139.66	\$38,253.85
After Eleventh Year	\$32,998.11	\$33,988.05	\$35,007.69	\$36,057.93	\$37,139.66	\$38,253.85	\$39,401.47
After Twelfth Year	\$33,988.05	\$35,007.69	\$36,057.93	\$37,139.66	\$38,253.85	\$39,401.47	\$40,583.51
After Thirteenth Year	\$35,007.69	\$36,057.93	\$37,139.66	\$38,253.85	\$39,401.47	\$40,583.51	\$41,801.02
After Fourteenth Year	\$36,057.93	\$37,139.66	\$38,253.85	\$39,401.47	\$40,583.51	\$41,801.02	\$43,055.05
After Fifteenth Year	\$37,139.66	\$38,253.85	\$39,401.47	\$40,583.51	\$41,801.02	\$43,055.05	\$44,346.70
After Sixteenth Year	\$38,253.85	\$39,401.47	\$40,583.51	\$41,801.02	\$43,055.05	\$44,346.70	\$45,677.10

(*An extended Probationary period will impact an employee's salary progression)

Part-Time Schedule

Time in Service	Hrly.	2006 Hrly.	2007 Hrly.	2008 Hrly.	2009 Hrly.
First 6 months* (Probationary)	\$9.20	\$10.05	\$10.35	\$10.66	\$10.98
Second 6 months	\$9.73	\$10.17	\$10.48	\$10.79	\$11.12
After First Year	\$10.51	\$10.62	\$10.94	\$11.27	\$11.61
After Second Year	\$11.15	\$12.34	\$12.71	\$13.09	\$13.49
After Third Year	\$11.15	\$13.19	\$13.59	\$14.00	\$14.42
After Fourth Year	\$11.15	\$14.02	\$14.45	\$14.88	\$15.33
After Fifth Year	\$11.15	\$15.02	\$15.48	\$15.94	\$16.42
After Sixth Year	\$11.15	\$15.10	\$15.56	\$16.02	\$16.50
After Seventh Year	\$11.15	\$15.38	\$15.84	\$16.32	\$16.81
After Eighth Year	\$11.15	\$15.83	\$16.30	\$16.79	\$17.29
After Ninth Year	\$11.15	\$16.27	\$16.76	\$17.26	\$17.78
After Tenth	\$11.15	\$16.83	\$17.34	\$17.86	\$18.39
After Eleventh Year	\$11.15	\$17.34	\$17.86	\$18.39	\$18.94
After Twelfth Year	\$11.15	\$17.86	\$18.39	\$18.94	\$19.51
After Thirteenth Year	\$11.15	\$18.39	\$18.94	\$19.51	\$20.10
After Fourteenth Year	\$11.15	\$18.94	\$19.51	\$20.10	\$20.70
After Fifteenth Year	\$11.15	\$19.51	\$20.10	\$20.70	\$21.32
After Sixteenth Year	\$11.15	\$20.10	\$20.70	\$21.32	\$21.96

(*An extended Probationary period will impact an employee's salary progression)

Clerical Schedule

Name	Current Hourly	Currently Salary	one time upgrade	2004	2005	2006	2007	2008	2009
Sue Donnenwirth	\$10.81	\$19,674.20	\$1,000.00	\$21,294.43	\$21,933.26	\$22,591.26	\$23,268.99	\$23,967.06	\$24,686.08
Michele Moran	\$14.19	\$25,825.80		\$26,600.57	\$27,398.59	\$28,220.55	\$29,067.17	\$29,939.18	\$30,837.36
Amy Topor	\$14.08	\$25,625.60		\$26,394.37	\$27,186.20	\$28,001.79	\$28,841.84	\$29,707.09	\$30,598.31

Out of title pay	\$1,000.00	\$1,250.00	\$1,500.00	\$1,750.00
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Out of title pay will not be compounded and not be part of the salary. Out of title pay will be paid in a separate check paid during the month of December 2006-2009. Employees who work part of a calendar year will receive a pro-rated stipend for out of title pay commensurate with the portion of the year worked prior to separation from employment or commencement of employment.

Longevity Payment	
After 10 years	\$200.00
After 15 Years	\$400.00
After 20 Years	\$600.00
After 25 Years	\$800.00

Longevity will be computed based on the length of continuous FT service with the Town of New Hartford. Longevity pay will not be compounded and not be part of the salary.