AGREEMENT

BETWEEN THE

VILLAGE OF WATERLOO, NEW YORK

AND

WATERLOO POLICEMAN ASSOCIATION

FOR

JUNE 1, 2013 TO MAY 31, 2017

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ARTICLE 1 - AGREEMENT

THIS AGREEMENT made and entered into in October of 2013, by and between the Village of Waterloo, New York (hereinafter called the "Employer",) and the Waterloo Policeman Association, affiliated with Local 1170 Communications Workers of America, AFL-CIO, an employee organization (hereinafter referred to as "WPA").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

ARTICLE 2- RECOGNITION

The Employer recognizes the Waterloo Policeman Association, affiliated with Local 1170 Communications Workers of America, AFL-CIO as the sole and exclusive collective bargaining agent for all full-time police officers o-f the Waterloo Police Department (those officers working at least 160 regularly scheduled hours per month) up to and including the rank of sergeant, hereinafter referred to as employee(s). Effective date of such recognition is the 21 day of April 1975.

ARTICLE 3 - MANAGEMENT RIGHTS

The Employer retains the sole right to manage its business and services and to direct the working force to maintain order and efficiency in all its departments and operations, including but not limited to the sole right to discipline, suspend and discharge employees for cause, to hire, layoff, assign, promote, and determine the qualifications of employees, to determine the working schedules of its department and employees to determine the starting and quitting time and the number of hours to be worked, subject to only such regulations governing the exercise of these rights as are expressly provided in this agreement, or as provided by law. Any and all rights, powers and authority the Employer had prior to entering into this agreement are retained by the Employer, except as expressly and specifically delegated, granted, or modified by this agreement or any successive agreement.

ARTICLE 4 - DISCRIMINATION

Neither the Employer nor any agent of the Employer shall discriminate against any employee because of his membership in or lawful activity on behalf of the WPA.

The WPA, as a condition of its recognition contained in the agreement, will not discriminate with regard to the terms and conditions of the membership in the WPA on account of sex, age, color, creed or national origin or in representation of all employees, whether members of the WPA or not. The WPA will not engage in a strike, and will not cause, instigate, encourage or condone a strike.

ARTICLE 5 - NEGOTIATION PROCEDURES

1. No later than the first week in November in the year preceding the year during which the contract expires, both parties agree to enter into collective bargaining negotiations.

2. Any agreement so negotiated shall be reduced to writing, be signed by the Mayor and Deputy Mayor on the behalf of the Employer and by the Officers of the WPA

3. During negotiations, the Village Board and the WPA will present relevant data, exchange points of view and make proposals and counterproposals. The parties will make available pertinent records, data and information. Either party may call on professional or lay representatives to assist in negotiations.

ARTICLE 6 - BULLETIN BOARD

The Employer will provide, whenever possible, reasonable facilities at the police station, separate from those of the Employer, for the posting of bulletins and notices by the WPA. No political or controversial material shall be so posted on such bulletin boards and any item to be posted which is outside the realm of the business of the WPA shall be approved by the Employer before posting.

ARTICLE 7 - GRIEVANCE PROCEDURES

A. For the purpose of this agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this agreement and the Employer, or between the parties, arising out of the application or interpretation of this agreement; or a grievance as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

B. The inclusion in this paragraph of grievance as defined by Article 16, Section 682, Subdivision 4 of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this agreement for that which the Employer may have previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law, and upon the effective date of this agreement the grievance and arbitration procedure in this agreement shall be the only procedure available to employees covered by this agreement.

C. The grievance and arbitration procedure provided for in this agreement does not apply to, and is not intended as, a substitute or an alternative for any action permitted by, or required of, the Employer under any Article of the State or Local Civil Service Law or Rules.

D. The purpose of this paragraph is to provide the sole method for the settlement of grievance as defined herein and such grievance shall be settled in accordance with the following procedures:

Step 1. Grievance shall be presented in writing by the aggrieved employee and/or his or her WPA Steward to the employee's immediate supervisor within twenty (20) calendar days from the date of knowledge of the cause or occurrence giving rise to the grievance. If the discussion with Grievant's immediate supervisor results in a settlement of the grievance, such settlement will be reviewable in ten (10) days by the Mayor or Deputy Mayor must proceed to Step 2, if the Mayor or Deputy Mayor determines Grievant's immediate supervisor does not result in a settlement of the grievance, such grievance may proceed to Step 2.

Step 2. The grievance may then be submitted by the WPA to the Mayor, who, within ten (10) calendar days after receipt of the written grievance, will convene a meeting between the aggrieved employee, the WPA Steward or other representatives of the WPA and the Mayor, or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, the grievance may be submitted to arbitration.

E. Failure by either party to give an answer within the specified time limit set out above shall automatically move the grievance to the next step.

F. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the second step procedure are complete, or thirty (30) days after the time limits required by the steps in the grievance procedure have rim, either party may submit the grievance to arbitration by requesting from the New York State Public Employment Relations Board a list of seven (7) arbitrators from which the Employer and the WPA shall select an arbitrator by striking names alternately until one (1) remains, who shall be designated the arbitrator for the grievance in question. All such arbitration shall be held within Seneca County.

ARTICLE 8 - ARBITRATION PROCEDURES

A. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this agreement.

B. No decision of an arbitrator or of the Employer in any other grievance shall create the basis for retroactive or other adjustment in another grievance.

C. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

D. The decision of the arbitrator shall be final and binding upon the parties. The fee and expenses of the arbitrator and the cost of the hearing room, if other than

Village property, shall be shared equally by the Employer and WPA. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided cost nor the expenses of witnesses or participants called by the other.

ARTICLE 9 - PROBATIONARY EMPLOYEES

The probationary employees shall be defined as follows:

(a) All employees who have less than six (6) consecutive months service shall be regarded as probationary officers. Absence from work for any reason, except schooling required by law, shall not be included in calculating an employee's six (6) month probationary period. In no event shall a probationary police officer become permanent until he or she has completed four (4) months of actual work experience, conformed to Civil Service Regulations and Laws and his or her appointment has been confirmed by the Employer. Probationary police officers may be discharged at the sole discretion of the Employer.

(b) Nothing in this Agreement shall require the Employer to continue the employment of an employee who fails to qualify for permanent appointment.

ARTICLE 10 - WORK DAY - WORK WEEK

A. The work day shall consist of not more than eight (8) working hours. The work period shall consist of eighty (80) working hours during a consecutive fourteen day period commencing on Sunday.

B. Employees may be required to work overtime by the Employer under such circumstances permitting such overtime under any State or local Civil Service Law or Rule. Hours worked in excess of eight (8) hours per day will be compensated for at time and one-half of the officer's regular hourly rate per hours worked.

C. Each employee, including a part-time police officer, shall submit to the Chief of the Waterloo Police Department or his or her designee a completed and signed payroll time sheet at the end of each payroll period. The Chief of the Waterloo Police Department or his or her designee shall countersign the same, make comment thereon, and forward the same to the Waterloo Village Clerk. The schedule for overtime hours worked will be approved by the Chief of the Waterloo Police Department or his or her designee and the Employer or its designated representative and compensations for such overtime hours worked will be paid at the end of the pay period during which said overtime hours were worked.

D. Each employee shall receive four hours pay for call in time when not on regular tour of duty, to be at time and one-half of the officer's hourly wage.

E. Except in case of an emergency all employees shall be entitled to forty-eight (48) hours of off duty time between rotations.

F. It shall be the policy of the department to provide employees twelve (12) hours off duty time between tours of duty. In the event an officer is required to report for duty in a time period of less than twelve (12) hours since the officer's previous full tour of duty, the officer shall be paid at the rate of time and one-half of the officer's regular hourly rate for those hours worked which occur within the twelve (12) hour period since the officer's last full tour of duty.

G. The Chief of Police agrees to give notice to the Union 45 days in advance of its plan to modify the current work schedule and provide the rationale for such modification. The Chief shall consider the Union's input to request a change in the work schedule within the parameters set forth in this Article.

ARTICLE 11 - SENIORITY

Seniority and years of service shall be computed from the date of the probationary appointment of an employee to the Waterloo Police Department or, in the case of an employee who has resigned or retired from such Department, from the date of his reappointment to such Department. In the event it becomes necessary to reduce the police force, seniority shall govern layoffs and recalls. The employee with the least seniority shall be first laid off and the last to be recalled.

ARTICLE 12 - LEAVE OF ABSENCE

Upon approval of the Employer, a permanent employee may be granted a leave of absence, not to exceed one year without pay.

ARTICLE 13 - SICK LEAVE

A. Any probationary or permanent employee contracting or incurring any non-service connected sickness or disability which renders him or her unable to perform the duties of his or her employment, or who is quarantined by health authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any illness or injury, shall receive sick leave pay, providing that such sick leave has been accumulated. Any sick leave authorized shall be charged to that employee in not less than one-half day units.

B. Employees shall be eligible for sick leave after twenty (20) days of service with the employer.

C. Employees shall be entitled to sick leave to consist of one day of sick leave for each month of service (computed as set forth in Article 11 of this Agreement) and may accumulate up to 180 days.

D. An employee may be required by the Employer to produce a physician's certificate after three consecutive days of sickness or disability. Employees who have taken more than eight (8) days sick leave without a confirming physician's certificate in any one calendar year may, for the remainder of that calendar year, be required, at the discretion of the Employer, to produce a physician's certificate attesting to such liability to work because of sickness or disability to qualify for sick leave pay.

E. All time for which an employee is credited with sick leave shall be considered as time worked.

F. After all accumulated sick leave plus any accrued vacation time have been used, an officer with 5 years of continuous service will be permitted fully paid continual sick leave up to 365 calendar days from the start of the injury or illness not sustained in the line of duty.

G. If an officer has sick leave available to them, then the officer may use up to 5 days of sick leave per year to provide direct care to an immediate family member. The Village may request appropriate documentation to verify the family medical issue. For purposes of this paragraph, an "immediate family member" means the officer's parent, spouse, child, domestic partner or child of domestic partner.

ARTICLE 14 - WORKER'S COMPENSATION

Absence due to injury and Worker's Compensation:

A. The Employer shall provide coverage for all employees covered by this agreement under the Worker's Compensation Law of New York State.

1. Any policeman who is injured in his performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased, and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness. Provided, however, and notwithstanding the foregoing provisions of this section, the municipal health authorities or any physician appointed for the purpose by the municipality, after a determination has first been made that such injury or sickness was incurred during, or resulted from, such performance of duty, may attend any such injured or sick policeman, from time to time, for the purpose of providing medical, surgical, or other treatment, or for making inspections and the municipality shall not be liable for salary or wages payable to such policeman, or for the cost of medical treatment or hospital care furnished

after such date as such health authorities of physician shall certify that such injured or sick policeman has recovered and is physically able to perform his regular duties. Any injured or sick policeman who shall refuse to accept medical treatment or hospital care or shall refuse to permit medical inspections as herein authorized, including examinations pursuant to subdivision two of this section, shall be deemed to have waived his rights under this section in respect to expenses for medical treatment or hospital care rendered and for salary or wages payable after such refusal.

2. Payment of the full amount of regular salary or wages, as provided by subdivision one of this section, shall be discontinued with respect to any policeman who is permanently disabled as a result of an injury or sickness incurred or resulting from the performance of his duties if such policeman is granted an accidental disability retirement allowance pursuant to section three hundred sixty-three of the retirement and social security law, a retirement for disability incurred in performance of duty allowance pursuant to section three hundred and sixty-three-C of the retirement and social security law or similar accidental disability pension provided by the pension fund or which he is a member. If application for such retirement allowance or pension is not made by such policeman, application therefore may be made by the head of the police force or as otherwise provided by the chief executive officer or local legislative body of the municipality by which such policeman is employed.

3. If such policeman is not eligible for or is not granted such accidental disability retirement allowance or retirement for disability pension and is nevertheless, in the opinion of such health authorities or physician, unable to perform his regular duties as a result of such injury or sickness but is able in their opinion, to perform specified types of light police duty, payment of the full amount of regular salary or wages, as provided by subdivision one of this section, shall be discontinued with respect to such policeman if he shall refuse to perform such light police duty if the same is available and offered to him, provided, however, that such light duty shall be consistent with his status as a policeman and shall enable him to continue to be entitled to his regular salary or wages, including increases thereof and fringe benefits, to which he would have been entitled if he were able to perform his regular duties.

4. The appropriate municipal officials may transfer such a policeman to a position in another agency or department where they are able to do so pursuant to applicable civil service requirements and provided the policeman shall consent thereto.

5. If such policeman is not eligible for or is not granted an accidental disability retirement allowance or retirement for disability incurred in performance of duty allowance or similar accidental disability pension, he shall not be entitled to further payment of the full amount of regular salary or wages, as provided by subdivision one of this section, after he shall have attained the mandatory service retirement age applicable to him or shall have attained the age or performed the

period of service specified by applicable law for the termination of his service. Where such policeman is transferred to another position pursuant to subdivision four of this section or retires or is retired under any procedure applicable to him, including but not limited to circumstances described in subdivision two of this section or in this subdivision, he shall thereafter, in addition to retirement allowance or pension to which he is then entitled, continue to be entitled to medical treatment and hospital care necessitated by reason of such injury or illness

6. Notwithstanding any provision of law contrary thereto contained herein or elsewhere, a clause of action shall accrue to the municipality for reimbursement in such stun or sums actually paid as salary or wages and or for medical treatment and hospital care as against any third party against whom the policeman shall have a cause of action for the injury sustained or sickness caused by such third party.

ARTICLE 15 - RETIREMENT LEAVE PAY

Upon retirement of an employee, such employee may elect either to:

(1) use the employee's accumulated and unused sick leave, up to a maximum of 180 days, at a rate of $70 per day, to contribute to the cost of retiree health insurance, if offered by the Village, or if not offered by the Village, then to be used to purchase retiree health insurance from another source, subject to verification by the Village; or

(2) receive payment at a rate of $70 per day for up to 50% of the employee's accumulated and unused sick leave, up to a maximum of 180 days, with any remaining accumulated and unused sick leave to be used to contribute to the cost of retiree health insurance, if offered by the Village, or if not offered by the Village, then to be used to purchase retiree health insurance from another source, subject to verification by the Village, at a rate of $70 per day.

ARTICLE 16 - BEREAVEMENT

Each employee will be entitled to four (4) days paid absence due to a death of the following: spouse, children, domestic partner and their children; each employee will be entitled to three (3) days paid absence due to a death of the following: mother, father, grandparents, foster parents, step-parents, mother-in-law, father-in-law, brothers and sisters, brother and sister-in-laws, and domestic partner's mother, father, brothers and sisters to attend funeral services; also two days for nieces, nephews, aunts, and uncles.

ARTICLE 17 - SALARIES

A. Salaries will be paid in accordance with the adopted bi-weekly salary schedule.

B. Effective June 1, 2013, each employee shall receive a 2% wage increase
Effective June 1, 2014, each employee shall receive a 2% wage increase
Effective June 1, 2015, each employee shall receive a 2% wage increase
Effective June 1, 2016, each employee shall receive a 2% wage increase

C. The Village will continue to administer the salary step increases as in the past for a new hire. Each new hire will receive the pay increase listed in Paragraph B above. They will also receive a progression raise on each anniversary of their hire date until their 5th anniversary at which time the officer will attain top scale. Each progression step will consist of equal percentages between the steps.

ARTICLE 18 - LONGEVITY PAY

In addition to his or her annual salary, each employee will receive longevity pay for each consecutive five years of service up to a maximum of twenty years of service. Such years of service shall be computed as provided in Article 11 of this Agreement. Such longevity will be payable in a lump sum on or about June 1 of each year and will be paid to each eligible employee.

Longevity rate of pay as follows:

After 5 years	$ 800.00
After 10 years	$1,100.00
After 15 years	$1,500.00
After 20 years	$1,800.00

Employees hired after June 1, 2009 will no longer be entitled to Longevity Pay.

ARTICLE 19 - RETIREMENT

The employer agrees to adopt and implement the following sections of the N.Y.S. Policeman's and Fireman's Retirement System:

(1) Section 384-D (20 year non contributory Retirement Plan); and
(2) Section 360-B (Guaranteed minimum death benefit.)

ARTICLE 20 - PHYSICAL EXAMS

All employees will have a physical examination to determine fitness for police duty as required or requested by the Employer. Costs for such physicals shall be paid by the Employer.

ARTICLE 21 - VACATIONS

A. All employees will be eligible for paid vacation time as follows:

1 Year Service	05 Days
3 Years Service	10 Days
5 Years Service	15 Days
10 Years Service	18 Days
15 Years Service	21 Days

B. Each employee eligible for paid vacation time as aforesaid, will take and use said paid vacation time under the following terms and conditions:

(a) The scheduling thereof will be subject to the approval of the Chief of the Waterloo Police Department or his or her designee.

(b) The vacation year is defined as January 1 through December 31.

(c) The paid vacation time will be taken within the year in which it is earned.

In the event an employee is unable to take and use his or her paid vacation time within the year earned as aforesaid, the employee shall be paid therefore, except that upon the employee's request and with approval of the Chief of the Waterloo Police Department or his or her designee, the employee's unused paid vacation time will be carried over to the next ensuing vacation year. In no event will paid vacation be carried over into more than one ensuing vacation year.

ARTICLE 22 - HOLIDAYS

A. Each employee will be entitled to the following Holidays: New Year's Day, Martin Luther King Day, Good Friday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day.

In addition, each employee with five years or less time will receive two (2) personal days and an employee with five years or more time will receive three (3) personal days. Personal days must be taken in a minimum of half-day increments.

An employee shall provide at least 8 hrs advance notice to request a personal day off.

B. If an employee is required by his or her work schedule, or in an emergency, to work on any holidays mentioned above, he or she shall be entitled to time and one-half pay for hours worked on such holiday, and in addition will be entitled to compensatory time off equivalent to the number of hours worked on such holiday. If a holiday falls on an employee's normal day off from duty, he or she shall receive one day compensatory time off.

The schedule of such compensatory time is subject to the approval of the Chief of the Waterloo Police Department and the employer or its designated representative and such compensatory time must be taken as follows:

Five days holiday compensatory time must be taken during the calendar year. Remaining eight days holiday compensatory time may be taken, but if not taken, will be paid for at the end of the calendar year involved. These eight days may not be carried over into the following year. Notwithstanding the foregoing, an employee may carry over up to two days compensatory time into the following calendar year, subject to the approval of the Chief of the Waterloo Police Department, which shall not be unreasonably denied.

It will be the responsibility of the police officer to take all vacation time and compensatory time off during the calendar year unless extenuating circumstances exist.

It will be the responsibility of the Police Chief to see that this is enforced..

C. The schedule of work shifts to maintain necessary police protection during the holidays will be the responsibility of the Chief of the Waterloo Police Department or his or her designee and approved by the Employer.

ARTICLE 22A - COURT TIME

Any police officer of the Waterloo Police Department who is called to spend time in court on the officer's normal time off will be compensated for all time spent in such court at time and one-half pay for a minimum of four (4) hours.

Any police officer of the Waterloo Police Department who is called to spend time in court on the officer's normal time off will be compensated for all time spent in Village Court at time and one-half pay for a minimum of two (2) hours.

ARTICLE 22B - NEW POLICE OFFICERS

The starting salary of new police officers shall be **$40,000.00** per year. In the case of experienced officers being hired, such salary is negotiable between the new police officer and the Village Board of Trustees.

ARTICLE 23 - UNIFORM ALLOWANCE

Each employee will receive a uniform allowance as follows:

YEAR	AMOUNT
2013-14	$1,125.00
2014-15	$1,125.00
2015-16	$1,125.00
2016-17	$1,125.00

Such expenditure for uniforms must comply with the department uniform regulation and a voucher must be submitted to the Village Clerk for the payment by the Employer and such payment for submitted vouchers will be made within thirty (30) days.

ARTICLE 24 - EDUCATION ALLOWANCE

Permanent employees may be eligible for partial or full reimbursement for educational courses and the related cost providing that the employee submits costs and course subject matter to the Employer and that the Employer approves such costs and course subject matter.

ARTICLE 25 - SAFETY

No employee shall be required to use equipment that does not meet the safety requirements of State Law.

ARTICLE 26 - EFFICIENCY & CO-OPERATION

The WPA recognizes that the Employer has the right to require from each employee efficient and economical service in the performance of his duties. The WPA undertakes that the employees will not oppose or interfere, directly or indirectly with the efforts of the Employer to train employees and to improve skill and ability. All employees shall individually and collectively perform faithful and efficient service to the best of their ability and co-operate with the Employer and with members of their own and other departments in promoting and advancing the welfare of the employer at all times.

ARTICLE 27 - HEALTH CARE INSURANCE

Employer will pay on behalf of each employee, the monthly premium of Health Care Insurance purchased from the group carrier with whom the Employer contracts for such insurance. Any employee covered by this agreement and hired after June 1, 1991 will be responsible to pay the following percentage of the monthly premium:

For the period June 1, 2013 – May 31, 2014: 10%
For the period June 1, 2014 – May 31, 2015: 10%
For the period June 1, 2015 – May 31, 2016: 12%
For the period June 1, 2016 – May 31, 2017: 12%

In the event an employee retires, said employee will not be treated in any more or less favorable fashion than any other Village employee, not covered by this agreement, in the area of health care benefits, except employees hired before May 31, 1991 must have completed five years of continuous service and employees hired after June 1, 1991 must have completed ten years of continuous service and retired under the provisions and laws of the New York State Policeman's and Fireman's Retirement System. Notwithstanding the foregoing provision, the following restriction shall apply to retirees entitlement to health care insurance.

A. Any retiree for whom the Village presently provides health care insurance will be required to pay any cost of such coverage in excess of the monthly cost thereof to the Village, such base monthly cost to be determined as of the date of his or her retirement.

Any employee who is eligible for coverage under another person's insurance plan may elect to decline insurance coverage offered by the Employer, upon proof of other coverage to the Employer. Any employee declining such insurance coverage shall receive $250.00 per month during the term of this contract for each month in which they decline insurance from the Village. The employee shall have the right to return to the Village's group coverage upon a change in status or during any open enrollment period.

B. In the event any officer dies as a result of a line of duty incident, or contracts hepatitis in the line of duty, the Village shall provide health care and dental coverage for a period of one year from the time of the officer's death. The family will be responsible to cover the portion of the monthly premium at the level that the police officer was paying at the time of death.

ARTICLE 28 - SAVING CLAUSE

In the event any provision of this agreement is determined to be invalid or illegal, the invalidity or illegality thereof shall not affect the remainder of the agreement. Any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 29 - SIZE OF FORCE

A. There will be no reduction in force as it relates to the present number of supervising officers in the Police Department.

B. It is understood that any promotion to the rank of sergeant or above will be from within the ranks of the Waterloo Police Department, following Civil Service guidelines, should a sergeant's position or above become available.

C. It is understood and agreed that the positions of Lieutenant or Captain shall be classified as managerial/confidential, and excluded from the Bargaining Unit.

ARTICLE 30 - DUES DEDUCTION

The village shall deduct from wages of employees and remit to Local 1170 C.W.A. regular membership dues on behalf of those employees who have signed authorization permitting such payroll deduction.

All new employees after 30 days of employment shall, as a condition of employment, pay or tender to the Union an amount equal to the periodic Union dues until termination or employee's separation from the Bargaining Unit. Separation shall include transfer out of this Bargaining Unit, removal from the Village's payroll, or leave of absence for more than one month.

Thirty (30) days after returning to the Bargaining Unit, each employee shall, as a condition of employment, pay or tender an amount equal to the periodic Union dues.

The Village shall inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Village as a result of the action taken or not taken by the Employer under the provisions of the Article.

ARTICLE 31 - FAMILY AND MEDICAL LEAVE POLICY

The Village will provide family medical leave, which will be administered as follows:

1. Employees will be granted leave in accordance with the provisions of the federal Family and Medical Leave Act ("FMLA"), as amended.

2. Benefit coverage for employees on an approved FMLA leave shall be in accordance with the FMLA.

ARTICLE 32 - DURATION OF AGREEMENT

This Agreement shall be for a term of four years commencing June 1, 2013 and ending on May 31, 2017.

All unresolved grievances now pending will be withdrawn.

All outstanding improper practice charges will be discontinued.

All other terms of the present Contract shall remain the same.

WATERLOO POLICE ASSOCIATION

By: John P Puslosbie

Date: 3/14/14

By:

Date: Jan E Molloy 3/25/14

By:

Date: 3/28/14

By: Tom Chulik

Date: 3/28/14

By:

Date:

VILLAGE OF WATERLOO

By:

Date: 3-24-2014

By:

Date: 3/24/14

By:

Date: 3/20/14

Village of Waterloo

Seneca County, New York

Municipal Offices
41 West Main Street
Phone (315) 539-9131
Fax (315) 539-2144

P.O. Box 188
Waterloo, New York 13165

JUL - 2 2014

Date: April 23rd, 2014

To: Jason Godley
President, Waterloo Police Association

From: Don Northrup

RE: Agreement

It appears that page 11 of the recently executed Collective Bargaining Agreement failed to include all of the second paragraph of Article 22A. Therefore, we have agreed to replace page 11 with a corrected page 11 that contains the full Article 22A language as provided in the 2009-2013 Collective Bargaining Agreement.

Also, on page 12, Article 23 – Uniform Allowance, the years were not updated. Therefore we have agreed to replace page 12 with a corrected page 12 that contains the updated years for the contract.

Donald Northrup
Village Administrator

Jason Godley
President, Waterloo Police Assoc.