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**AGREEMENT
BETWEEN
THE
VILLAGE OF WATERLOO,
NEW YORK
AND
WATERLOO POLICEMAN
ASSOCIATION
FOR
JANUARY 1, 2021 TO DECEMBER 31, 2024**

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ARTICLE 1 - AGREEMENT

THIS AGREEMENT made and entered into on 29TH of December 2020, 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").

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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 of 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 June 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 run, 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 be defined by the current working schedule assigned by the Chief of Police and shall not vary in shift length between scheduled shifts (see Addendum A – Normal Work Schedule). 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 the normal work scheduled shift for that day (Addendum A), 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, with approval of the Employer, 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 of Police and the Employer 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, equivalent to the current working

schedule (computed as set forth in Article 11 of this Agreement) and may accumulate up to 1600 hours.

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. 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 or 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 sum 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, all unused sick leave, up to a maximum of 1600 hours, will be converted to a monetary value calculated at \$12.50 per hour, and will be placed into an account on the retiree's behalf. Said account will be used towards the monthly premium of retiree health and/or dental insurance until balance is exhausted. If a retiree obtains health and/or dental insurance from another source, retiree can show proof of said insurance and receive reimbursement, subject to verification by the village and available balance in retiree's account. Retiree (or their beneficiary) are entitled to all money outlined in this article without further limitations.

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 sisters-in-law, 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, 2021, each employee shall receive a 3% per hour wage increase. Sergeants will receive an additional \$1.00 per hour raise, prior to their 3% raise.
Effective June 1, 2022, each employee shall receive a 3% per hour wage increase.
Effective June 1, 2023, each employee shall receive a 3% per hour wage increase
Effective June 1, 2024, each employee shall receive a 3% per hour 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.
- D. Officers assigned as field training officers for any given day will be

compensated \$25 per day, under the parameters of the General Orders of the Waterloo Police Department in regards to Field Training.

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:

- A. Section 384-0 (20-year noncontributory Retirement Plan); and
- B. 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 – PAID TIME OFF (PTO)

A. All employees will be eligible for 'PTO' as follows:

<u>1 Year Service</u>	<u>= 70 Hours PTO</u>
<u>2 Years Service</u>	<u>= 110 Hours PTO</u>
<u>5 Years Service</u>	<u>= 150 Hours PTO</u>
<u>10 Years Service</u>	<u>= 190 Hours PTO</u>
<u>15 Years Service</u>	<u>= 210 Hours PTO</u>
<u>20 Years Service</u>	<u>= 230 Hours PTO</u>

Years of service will be calculated from the date of permanent full-time appointment with the Village of Waterloo Police Department. Allotted 'PTO' will be awarded January 1st of each calendar year, with increased steps of 'PTO' allotted on the anniversary date of full-time appointment with the employer.

B. All employee's will be entitled to the following Holidays and will have 100 hours 'PTO' credited to them on January 1 of each calendar year;

<u>New Year's Day</u>	<u>Martin Luther King Jr Day</u>
<u>Good Friday</u>	<u>President's Day</u>
<u>Memorial Day</u>	<u>Independence Day</u>
<u>Labor Day</u>	<u>Columbus Day</u>
<u>Veteran's Day</u>	<u>Thanksgiving Day</u>
<u>Friday After Thanksgiving</u>	<u>Christmas Day</u>

- a. If an employee is required by their normal 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.
- b. If an employee terminates employment prior to the end of the calendar year, that employee shall receive payment for any unused 'PTO' at their current hourly rate, minus any holidays that have not yet passed (at a rate of 8 hours per holiday). If the balance of the 'PTO' is not enough to cover the remaining holidays that have not passed at said time (at a rate of 8 hours per holiday), that amount will be deducted from that employees final paycheck.

C. Each employee eligible for 'PTO' as described in Article 21, will take and use said 'PTO' under the following terms and conditions:

- a. The scheduling of 'PTO' will be subject to the approval of the Chief of Police or his/her designee.
- b. The 'PTO' calendar year is defined as January 1 through December 31.
- c. It will be the responsibility of the police officer to take all 'PTO' off during the calendar year unless extenuating circumstances exist. It will be the responsibility of the Police Chief to see that this is enforced.
- d. In the event an employee is unable to use all their allotted 'PTO' in the calendar year, the following rules shall apply:
 - i. Employees can elect to get paid for all remaining hours equivalent to those allotted in Article 21(A) plus up to 60 hours of 'PTO' allotted in Article 21(B) or

- ii. Employees can elect to carry over up to 80 hours of remaining 'PTO' to the next calendar year with the permission of the Chief of Police. Any time carried over shall be used no later than May 31st of the ensuing year.
 - iii. If an employee elects to cash in their unused 'PTO', payment will be made to the employee no later than the second pay day of January of the ensuing year.
- D. Each employee may use up to 30 hours of their allotted 'PTO' in unscheduled situations, provided they give at least eight (8) hours notice to the Chief of Police or his/her designee.

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. This shall not apply to officer's assigned to court security details at Waterloo Village Court.

ARTICLE 22B - NEW POLICE OFFICERS

The starting salary of new police officers shall be \$5 per hour less that the top paid patrolman of the WPBA. 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:

Time Frame	AMOUNT
<u>6/1/21-5/31/22</u>	<u>\$1,125.00</u>
<u>6/1/22-5/31/23</u>	<u>\$1,125.00</u>
<u>6/1/23-5/31/24</u>	<u>\$1,125.00</u>
<u>6/1/24-5/31/25</u>	<u>\$1,125.00</u>

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.

In the event an employee makes a purchase after April 1st in the allotted fiscal year, that employee will file a copy of such order with the Village Clerk without delay. Failure to provide documentation may result in said purchase being deducted from the next fiscal year's budget.

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. Employees covered by this agreement will be responsible to pay twenty percent (20%) of the monthly premium, which will include dental and eye care insurance.

An employee's contribution to health insurance shall not be higher than that paid by any other Village employee.

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. Employees 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.

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.

A. 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.

B. The Employer will provide Group Disability Insurance, to include non-work-related injury and sickness, to all Union members, under the following guidelines;

- 1- The employee will be responsible for 20% of the monthly premium of the policy in which they choose to enroll in and will have that amount deducted directly from their paycheck by the Employer and paid on their behalf.
- 2- The employee does not have to participate in this program and can opt-in or opt-out at any time, provided it is within the guidelines of the Group Disability Plan.
- 3- The Employer has the right to change Group Disability Insurance providers, provided that the replacement program is comparable or better than the previous policy used. (See Addendum B – Group Disability Insurance)

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 January 1, 2021 and ending on December 31, 2024.

This Agreement shall supersede and override the prior agreement running from June 1, 2017 until May 31, 2021 commencing on January 1, 2021.

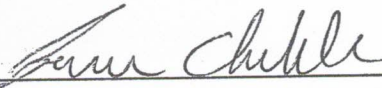
All unresolved grievances now pending will be withdrawn.

All outstanding improper practice charges will be discontinued. All other terms of the present Contract shall remain the same.

WATERLOO POLICE ASSOCIATION



Date: 1/4/21




Date: 1/5/21

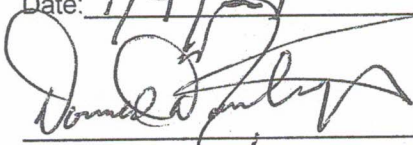
Date: _____

Date: _____

VILLAGE OF WATERLOO



Date: 1/4/21



Date: 1/4/2021

Date: _____

Date: _____



WATERLOO VILLAGE POLICE DEPARTMENT

41 W Main St, Waterloo, NY 13165
(P) 315-539-2022 (F) 315-856-8023
waterloopd@waterloopd.org
www.waterloopd.org

This is a written agreement between the Village of Waterloo Mayor, John O'Connor and Waterloo Police Department Chief of Police, Jason Godley concerning the payment of overtime and the use flex time for the Waterloo Police Department Full-Time Officers.

It is agreed upon that when a Full-Time Police Officer works overtime in a two week pay period there are two options:

Option 1: The officer will be compensated at a rate of time and half for overtime hours worked.

Option 2: Officers can "flex" hours in the same pay period and take hours off equal to hours of overtime worked. Flex time must be used within the same pay period as overtime worked and cannot be carried over. Flex time must be requested to the Chief of Police who will determine if the hours can be covered. Any denial of flex time will transfer over to option 1 for payment.

This written agreement will go in to effect starting January 1, 2021 and will be reviewed periodically for effectiveness.

Either party has the right to null this agreement at any time.

John O'Connor

John O, Connor, Mayor

Jason E. Godley 11/5/21

Jason E. Godley Chief of Police

Date: 10/19/20

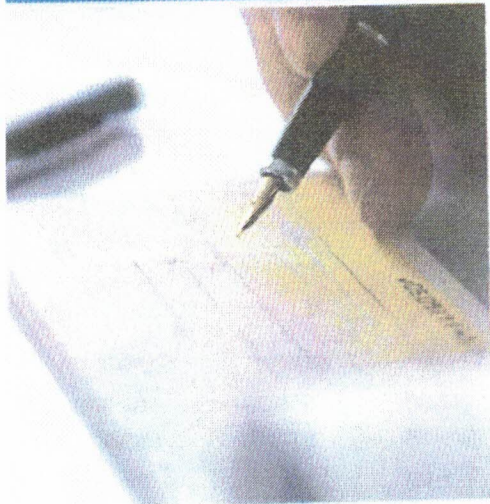


ADDENDUM A - NORMAL WORK SCHEDULE

10 HOUR WORK SCHEDULE EFFECTIVE 1/1/21

WEEK		PAY PERIOD							HOURS	
NUMB	PERIOD	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	WORKED	
WK 1	1			6-16	6-16	6-16			30	12 WEEK ROTATION #1
WK 2		16-02	16-02	16-02				7-17	50	
WK 3	2	6-16			10-20	10-20	13-23		40	
WK 4			6-16	6-16	6-16	6-16			40	
WK 5	3	16-02	16-02			16-02	17-03	17-03	50	
WK 6					10-20	10-20	13-23		30	
WK 7	4		6-16	16-02	16-02				30	
WK 8		20-06	20-06	20-06	20-06			20-06	50	
WK 9	5	20-06			20-06	21-07	21-07	20-06	50	
WK 10					16-02	21-07	21-07		30	
WK 11	6		20-06	20-06			07-17	07-17	40	
WK 12		06-16				16-02	17-03	17-03	40	
WK 13	7			6-16	6-16	6-16			30	
WK 14		16-02	16-02	16-02			7-17	7-17	50	
WK 15	8	6-16			10-20	10-20	13-23		40	
WK 16			6-16	6-16	6-16	6-16			40	
WK 17	9	16-02	16-02			16-02	17-03	17-03	50	
WK 18					10-20	10-20	13-23		30	
WK 19	10		6-16	16-02	16-02				30	
WK 20		20-06	20-06	20-06	20-06			20-06	50	
WK 21	11	20-06			20-06	21-07	21-07	20-06	50	
WK 22					16-02	21-07	21-07		30	
WK 23	12		20-06	20-06			07-17	07-17	40	
WK 24		06-16				16-02	17-03	17-03	40	
WK 25	13			6-16	6-16	6-16			30	
WK 26		16-02	16-02	16-02			7-17	7-17	50	
WK 27	14	6-16			10-20	10-20	13-23		40	
WK 28			6-16	6-16	6-16	6-16			40	
WK 29	15	16-02	16-02			16-02	17-03	17-03	50	
WK 30					10-20	10-20	13-23		30	
WK 31	16		6-16	16-02	16-02				30	
WK 32		20-06	20-06	20-06	20-06			20-06	50	
WK 33	17	20-06			20-06	21-07	21-07	20-06	50	
WK 34					16-02	21-07	21-07		30	
WK 35	18		20-06	20-06			07-17	07-17	40	
WK 36		06-16				16-02	17-03	17-03	40	
WK 37	19			6-16	6-16	6-16			30	
WK 38		16-02	16-02	16-02			7-17	7-17	50	
WK 39	20	6-16			10-20	10-20	13-23		40	
WK 40			6-16	6-16	6-16	6-16			40	
WK 41	21	16-02	16-02			16-02	17-03	17-03	50	
WK 42					10-20	10-20	13-23		30	
WK 43	22		6-16	16-02	16-02				30	
WK 44		20-06	20-06	20-06	20-06			20-06	50	
WK 45	23	20-06			20-06	21-07	21-07	20-06	50	
WK 46					16-02	21-07	21-07		30	
WK 47	24		20-06	20-06			07-17	07-17	40	
WK 48		06-16				16-02	17-03	17-03	40	
WK 49	25			6-16	6-16	6-16			30	
WK 50		16-02	16-02	16-02			7-17	7-17	50	
WK 51	26	6-16			10-20	10-20	13-23		40	
WK 52			6-16	6-16	6-16	6-16			40	
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	TOTAL HRS	
		WORKED/YEAR	WORKED/YEAR	WORKED/YEAR	WORKED/YEAR	WORKED/YEAR	WORKED/YEAR	WORKED/YEAR	IN YEAR	
		26	26	27	35	35	34	25	2080	

Group Disability Insurance



Help employees protect their most valuable asset — their income.

It's easy to take the ability to earn an income for granted. But some employees know exactly how much that income is missed when they can't work because they're sick or hurt. With our flexible, group short-term disability insurance, you can help employees protect what they've worked so hard to build.

Benefit flexibility

- You choose the custom offering by:
 - Providing a 24-hour coverage plan.
 - Offering employees flat monthly benefit amounts between \$400 and \$7,500.
 - Choosing up to two maximum benefit periods (3, 6, 12 or 24 months).
- Based on the custom offering, your employees (ages 17-74) choose their personal monthly benefit amount, maximum benefit period and benefit starting point (elimination period).

Guaranteed issue

Employees can qualify for a monthly benefit up to \$4,000 (up to 60% of income) with 15% expected participation.

Key advantages

(Learn more on reverse)

- Employer-optional benefits available:
 - Mental or emotional disorders benefit
 - First day hospital
- Rates won't increase because the employee ages.
- Employees choose a flat monthly benefit amount that fits their lifestyles and budgets.
- Benefits are payable regardless of any other insurance coverage.
- Employees can leave their current job and keep coverage until age 75 with no risk of cancellation as long as premiums are paid.
- Credit for Time Insured is available if another disability income carrier is replaced. Pre-existing condition exclusions will be waived for any continuous time an employee was covered under similar coverage with the previous carrier.
- Partial disability benefits may pay 50% of the total disability benefit if the employee is able to return to work on a part-time basis.
- Waiver of premium occurs after 90 consecutive days of covered disability or after the elimination period (whichever is longer).

Attractive features

Deductions per year: 12

These rates were prepared on 10/26/2020 and are valid for 90 days.

Group Disability for NY *AA Risk Class*

Applicable to policy forms GDIS-P & GDIS-C

● Injury and Sickness

12 Month Benefit Period

ELIMINATION PERIOD	ISSUE AGE	\$1,000*	\$1,500*	\$2,000*	\$3,000*	\$4,000*
90 days Injury/90 days Sickness	17-49	\$15.40	\$23.10	\$30.80	\$46.20	\$61.60
	50-64	\$23.20	\$34.80	\$46.40	\$69.60	\$92.80
	65-74	\$34.80	\$52.20	\$69.60	\$104.40	\$139.20

Group Disability for NY *AA Risk Class*

Applicable to policy forms GDIS-P & GDIS-C

● Injury and Sickness with Mental or Emotional Disorders.

12 Month Benefit Period

ELIMINATION PERIOD	ISSUE AGE	\$1,000*	\$1,500*	\$2,000*	\$3,000*	\$4,000*
90 days Injury/90 days Sickness	17-49	\$16.40	\$24.60	\$32.80	\$49.20	\$65.60
	50-64	\$24.80	\$37.20	\$49.60	\$74.40	\$99.20
	65-74	\$37.00	\$55.50	\$74.00	\$111.00	\$148.00

Important Notice Regarding Broker Compensation

Your insurance benefits advisor can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At The Paul Revere Life Insurance Company (Paul Revere) we recognize the important role these professionals play in the sale of our Colonial Voluntary Benefits products and services and offer them a variety of compensation programs. Your advisor can provide you with information about these programs as well as those available from other providers. We support disclosure of broker compensation, so customers can make an informed buying decision.

Brokers may be eligible to receive Base Commissions and Supplemental Commissions from Paul Revere.

Unless you have agreed in writing to compensate the broker differently, Paul Revere provides Base Commissions to all brokers in connection with the sale of an insurance policy. Base Commissions are paid by Paul Revere to the broker(s) on your policy as a fixed percentage of the policy premium. In some circumstances, broker(s) may be eligible to receive commissions on your policy even after a broker of record change has occurred.

A broker may also qualify for Supplemental Commissions paid by Paul Revere. Supplemental Commissions may be paid as a fixed percentage of total new sales premiums. The Supplemental Commission rate payable for a calendar year depends on the total dollar amount of all new sales premiums written by the broker during that calendar year. For some brokers, the Supplemental Commission rate could depend on the number of new accounts that the broker has written with Paul Revere in that calendar year.

The Supplemental Commission rate may range from 0% to 6.5% of total new sales premiums.

Your broker may also be eligible to receive Supplemental Commissions on other insurance products, which may be calculated differently. The premium you pay is not impacted whether or not your broker receives Supplemental Commissions.

If you would like additional information about the range of compensation programs our company offers for your group insurance policy or any other Paul Revere insurance product, or if you want to speak to us directly about broker compensation, please call our Plan Administrator Service Center at 1.800.256.7004, option 2, 1.

Important Notice Regarding Coverage

Insurance coverage has exclusions and limitations that may affect benefits payable. For a complete description of benefits, limitations and exclusions, please refer to an outline of coverage, sample policy/certificate, proposal description or see your Paul Revere benefits counselor. Coverage type, benefits and rates vary by state. Coverage may not be available in all states. Rates provided are illustrative and your actual premium may be different depending on your particular situation and plan choices. Colonial Voluntary Benefits products are underwritten by: The Paul Revere Life Insurance Company, Worcester, MA.

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Celeste Peglinski | cpeplinski@haylor.com | (315) 263-3520

Key advantages of group disability

While the purpose and features of disability income insurance may be similar, we listened to our customers and enhanced a seemingly standard product with features you may not find in other group disability income plans. Employees will value these features now — and treasure them if needed later.

■ Employer-optional benefits are available to further expand coverage.

- **Mental or emotional disorders benefit:** Payable if an employee is disabled due to covered psychiatric or psychological conditions. This benefit is subject to a 24-month lifetime maximum benefit.
- **Waiver of elimination period for first day of hospital confinement (first day hospital) benefit:** Begins providing disability benefits on the first day of hospital confinement for a covered total disability if the employee selects an elimination period of 30 days or less.

■ Rates won't increase because of the employee's age.

Our rates are determined by issue age and will not increase over time due to age, unlike plans with step-rated rates that increase as insureds get older.

■ Employees choose a flat monthly benefit amount that fits their lifestyles and budgets.

Our plan gives employees flexibility to choose a dollar amount in \$100 increments (up to 60% of their annual income, subject to underwriting), unlike plans where employees must purchase a percent of salary that can cause the benefit amount (and rates) to increase over time. This feature allows employees to choose more or less coverage than they could if they were limited to a standard percent of salary.

■ Benefits are payable regardless of any other insurance coverage.

There's no coordination of coverage with this plan, which means it provides benefits directly to the employee, regardless of any other coverage, unlike plans in which the benefit amount may be reduced by salary continuance, workers' compensation or government disability benefits. Employees can have greater peace of mind knowing they can receive a monthly benefit from this plan.

■ Coverage is portable, meaning employees can leave their current job and keep coverage until age 75 with no risk of cancellation as long as premiums are paid.

As long as premiums are paid, the status of the group's master policy has no impact on employees (up to age 75) who keep their coverage following a job change or retirement. With some other plans, portability may not be an option, or an insurer may choose to cancel all contracts when a master policy is terminated.

Product has exclusions and limitations that may affect benefits payable. Benefits vary by state and may not be available in all states. See your benefits representative for complete details.

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Talk with your benefits representative about the guaranteed-issue financial protection available through group disability.

Tax CREDIT

Colonial-PaulRevere.com

