

THE COLLECTIVE BARGAINING AGREEMENT
IN EFFECT BETWEEN
THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1118, AFL-CIO
and
THE CITY OF ALBANY, NEW YORK
FOR THE PERIOD
JANUARY 1, 2006, to DECEMBER 31, 2009

(Public Service Officers, Traffic Safety Aides, and PSO/TSA Supervisors)

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 – RECOGNITION | 3 |
| ARTICLE 2 – VACATIONS..... | 4 |
| ARTICLE 3 – HOLIDAYS | 4 |
| ARTICLE 4 – PERSONAL LEAVE | 5 |
| ARTICLE 5 – BEREAVEMENT LEAVE..... | 5 |
| ARTICLE 6 – SICK LEAVE..... | 5 |
| ARTICLE 7 – GRIEVANCE PROCEDURE..... | 7 |
| ARTICLE 8 – DISCIPLINE AND DISCHARGE | 9 |
| ARTICLE 9 – WORK SCHEDULE..... | 12 |
| ARTICLE 10 – SALARIES..... | 12 |
| ARTICLE 11 – RELEASE TIME | 15 |
| ARTICLE 12 – MANAGEMENT RIGHTS | 15 |
| ARTICLE 13 – MISCELLANEOUS AND GENERAL PROVISIONS..... | 16 |
| ARTICLE 14 – SAVINGS CLAUSE..... | 17 |
| ARTICLE 15 – COMPLETE AGREEMENT | 17 |
| ARTICLE 16 – NO STRIKE – NO LOCKOUT | 18 |
| ARTICLE 17 – STATUTORY PROVISIONS | 18 |
| ARTICLE 18 – HOSPITALIZATION AND RETIREMENT | 18 |
| ARTICLE 19 – EXPIRATION AND MODIFICATION..... | 20 |

STATEMENT OF PURPOSE

THIS AGREEMENT signed this 15th day of August, 2007, between the CITY OF ALBANY, NEW YORK ("CITY" or "EMPLOYER"), and the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1118, AFL-CIO, ("UNION"), has as its purpose, the promotion of harmonious relations between the EMPLOYER and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

PREAMBLE

WHEREAS, it is the desire of both parties to the Agreement to negotiate collectively with regard to terms and conditions of employment in order to avert disputed and secure harmonious cooperation within the limits of the laws of the State of New York, and

WHEREAS, the UNION affirms that it will not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 1 – RECOGNITION

1.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of negotiating and establishing salaries, hour and other conditions of employment and the administration of grievances for the term of this Agreement for all Public Service Officers, Traffic Safety Aides, and PSO/TSA Supervisors.

1.2 The CITY shall extend to the UNION the right to membership dues deductions, pursuant to Section 208 of the Civil Service Law, so long as said UNION shall remain the certified bargaining agent for Public Service Officers, said dues to be remitted to the UNION within fifteen (15) days of deductions.

1.3 Agency Shop – The UNION shall be entitled to have deductions from the wage of salary of employees described in Section 1.1 of this Article who are not members of the UNION the amount equivalent to the dues levied by the UNION, and the CITY shall make such deductions and transmit the sum so deducted to the UNION. The provisions of this Section 1.3 shall be applicable while the UNION continues to maintain a procedure providing for the refund to any employee demanding the return of any part of the deductions so made while represents that employee's prorated share of expenditures by the UNION in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

1.4 The EMPLOYER agrees to submit to the Local Union each month the list of new employees hired and their home addresses.

1.5 The UNION shall be notified of any proposal to establish a new job classification or to change duties and responsibilities of any existing job classification fifteen (15) days before the civil service commission acts upon the proposal, if possible. In any event, the UNION shall be notified prior to the civil service notification.

ARTICLE 2 – VACATIONS

2.1 Credit Amounts

The employee shall earn the following vacation credits:

| Years of Service | Days Per Month | AMOUNT (Work Days) |
|---|----------------|--------------------|
| | | Days Per Year |
| After the 1 st year of service, and during the 2 nd , 3 rd , and 4 th year of service | 10/12ths | 10 |
| During the 5 th , 6 th , 7 th , 8 th , and 9 th year of service | 15/12ths | 15 |
| During the 10 th year of service and beyond | 20/12ths | 20 |

2.2 Vacation Accumulation

Each employee may bank up to five (5) unused vacation days per calendar year, to a maximum bank of thirty (30) unused vacation days. The EMPLOYER will compensate an employee at separation from service unused vacation days, provided that the employee gives at least five (5) calendar days' notice of separation.

2.3 Policy

Vacations shall be earned in the year prior to the one in which they are taken and shall accrue at the rate dictated by the employee anniversary date. Vacations will be scheduled during the year based upon reasonable staffing needs as determined by the supervisor.

2.4 Each employee, at their option, shall be allowed to place a maximum of five (5) vacation days on the books. Upon seventy-two (72) hours notice to the Supervisor, this vacation time may be unused the option of the employee during the year to which they apply, subject to manpower needs. Any unused portion remaining at the end of the calendar year shall be added to the bank in Section 2.2.

ARTICLE 3 – HOLIDAYS

3.1 Holiday Recognized and Observed

3.1.1 Every employee covered by this Agreement shall receive one (1) day's pay for each of the holidays listed below on which he or she performs no work. The following days shall be recognized and observed as paid holidays.

| | |
|------------------------|------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veterans Day |
| Presidents Day | Election Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

3.1.2 Every employee covered by this Agreement who works on any of the holidays listed above shall be paid time and one-half (1 ½) for all hours worked on that particular day.

ARTICLE 4 – PERSONAL LEAVE

4.1 Each employee shall earn one (1) day of personal leave for each four (4) months of continuous service. Personal leave shall be used for personal matters which cannot be attended to outside the employee's work schedule. Requests for personal leave shall be made by the employee upon at least forty-eight (48) hours notice to the Supervisor, unless emergency circumstances require less notice. Requests for personal leave shall not be arbitrarily denied.

4.2 Personal leave days shall not accumulate from one year to the next.

4.3 Personal days may be taken in half day or full day increments.

ARTICLE 5 – BEREAVEMENT LEAVE

5.1 Each employee shall be granted up to four (4) days for each death in the immediate family. Immediate family is defined as any relative living in the same household as the employee, an employee's spouse, parents, step0parents, siblings, child, step-child, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, and grandparents. For special reasons the Commissioner may expand the definition of immediate family.

ARTICLE 6 – SICK LEAVE

6.1 Purpose

The purpose of sick leave is to provide employees with protection against loss of income due to illness or physical disability. Sick leave credits should be viewed as a type of insurance, and are to be used only when necessary. In addition to personal illness, leave for sickness in the employee's immediate family, if approval is obtained from the employee's supervisor, may be charged to sick leave.

6.2 Accumulation of Credits

A full time employee earns one (1) day sick leave for each month in full pay status. Sick leave can be accumulated up to a total of 180 days.

6.3 Medical Documentation

6.3.1 An employee may be required to supply proof of illness in the form of a doctor's certificate. Such certificate will be mandatory in the case of an illness of four (4) days or more. Fraudulent or excessive use of sick leave may be the grounds for disciplinary action in accordance with the section on discipline herein.

6.3.2 When an employee has used more than six (6) paid sick leave days in a calendar year, composed of 1, 2, or 3 segments which do not require a confirmation by a certificate of a physician, the employee may be required to produce, for any future payment of sick leave for the remainder of that calendar year, a physician's certificate attesting to such inability to work, regardless of the length of illness.

6.4 Catastrophic Illness

The Commissioner may extend additional sick leave credits up to a maximum of one year, at full or reduce rates, to employees who have suffered a catastrophic illness or injury. The award of sick leave credits under this benefit will be based on all relevant circumstances which shall include, but not be limited to, length of service, work performance, attendance records, nature of the illness or injury and the personal and financial situation of the application. A periodic review of this leave may be made by the Commissioner or his designee.

6.5 Maternity Leave

An employee who occupies a regular full-time position will be granted maternity leave upon request. Such employee will be allowed to perform the duties and responsibilities of the position as long as she is medically able. The employee is requested but not required to report to the Commissioner the existence of pregnancy not later than the end of the fourth month of pregnancy. On request and after the filing of appropriate medical evidence that such employee is able to perform the duties of the position due to the pregnancy, the employee may use accrued leave credits to remain on the payroll at full pay. When all accumulated sick, vacation, and personal leave credits have been exhausted, the employee will be eligible to receive half-pay for up to ten (10)

weeks without charge to future accrued leave credits. No leave credits will be earned during the period of half-pay. After the period of half-pay has run out, the employee will be granted a leave of absence without pay if necessary. The total absence from work, which shall not exceed six (6) months, may be extended by this Commissioner for up to one (1) full year depending on the circumstances presented by the employee.

6.6 Sick Leave Incentive

An employee who, during the entire calendar year, has not been absent due to a non-job-related illness or injury and who has not been absent due to a suspension shall receive two (2) additional vacation credits in the following year.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Statement of Purpose

It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievance of employees arising out of the meaning, application or operations of this Agreement.

7.2 Declaration of Policy

In order to establish a more harmonious and cooperative relationship between government and its public employees, it is the purpose of this Grievance Procedure to provide for the settlement of differences between the Police Department and its employees through procedures by which the employees may present grievances, free from coercion, interference, restraint, discrimination or request.

7.3 Definitions

7.3.1 “Supervisor” shall mean a person with supervisory authority who is assigned to exercise any level of supervisory responsibility over employees.

7.3.2 “Grievance” shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this Agreement.

7.4 Matters Relevant to Grievance Procedures

7.4.1 The time limits set forth hereinafter are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the UNION to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the EMPLOYER to answer within the time limits set forth will entitle the UNION to proceed to the next step of the grievance procedure.

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

7.5 Basic Standards and Principles

7.5.1 Every employee shall have the right to present a grievance in accordance with the provisions of this article free from interference, coercion, restraint, discrimination, or reprisal. At all stages of the grievance procedure an employee has the right to be represented. The employee selected by the UNION to act as a union representative shall be known as the "Steward". The employee selected as steward, and the names of other Union officers and representatives who may represent employees, shall be certified in writing to the Commissioner by the Local Union President, and shall be updated as changes occur.

7.5.2 It shall be fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To the extent practicable, appropriate authority shall be delegated to supervisors to enable them to carry out the provisions of this Article.

7.6 Steps

7.6.1 Step 1

The UNION and/or employee may present his/her grievances to their immediate supervisor within fifteen (15) work days of its occurrence. This fifteen (15) work day time limit may be extended by mutual agreement of the parties and such mutual agreement shall not be unreasonably withheld. The grievance must be in writing and must set forth the specific nature of the grievance and the facts. The supervisor may, to such extent as he/she may deem appropriate, consult with his/her supervisors. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. Informal resolution shall be made within five (5) work days of initial presentation. If the grievance is not satisfactorily resolved at the first stage the UNION and/or the employee may proceed to Step 2.

7.6.2 Step 2

The UNION and/or the aggrieved employee may request a review and determination of the grievance by the Commissioner or his designee within five (5) work days of the date the Step 1 decision is received or should have been received. In such cases, the UNION and/or the aggrieved employee and his immediate supervisor shall each submit to the Commissioner or his designee a written statement setting forth specific nature of the grievance and the facts. The Commissioner or his designee shall, at the request of the UNION and/or the employee, hold an informal hearing at which the employee, with or without his representative, may appear and present oral and written statements or arguments. The Step 2 decision shall be rendered in writing within ten (10) work days of his presentation.

7.6.3 Step 3

a) The UNION and/or the employee may appeal a determination by the Commissioner for his designee to the Grievance Appeal Board of the City. The UNION and/or the employee shall be granted a hearing, by the Board, at which they have the right to be represented. The grievance must be submitted to the Board within ten (10) work days the Step 2 decision was received or should have been received.

b) The hearing before the Grievance Appeals Board shall be conducted by the three (3) members of the Board, and the full Board shall make the decision.

c) The decision of the Board shall contain a statement of the Board's findings of fact and its conclusions. The decision shall be final and shall be rendered within twenty (20) work days of the hearing. The Board shall send a copy of its decision to the employee involved, his representative, if any, and the Commissioner.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.1 Matters Pertaining to All Aspects of the Disciplinary Procedure

8.1.1 The parties subscribe to the concept of progressive discipline consistent with a policy in which the discipline is corrective and not punitive as far as practicable. To that end, the parties agree that only the following forms of discipline shall be imposed on employee:

- a. Oral Warning
- b. Written Warning
- c. Loss of Leave Credit
- d. Suspension
- e. Discharge

8.1.2 No employee shall be disciplined except for just cause.

8.1.3 The provisions of this Article shall be applied fairly to all members of the Bargaining Unit, and discipline shall be administered in a consistent manner.

8.1.4 As far as practicable, discipline will be meted out in a manner that will not embarrass the employee before another employee or the public. All matters of discipline will be handled discretely and unless it is a group disciplinary action, all disciplinary conversations and proceedings will be handled in private and union representation shall be afforded.

8.1.5 Whenever the EMPLOYER seeks to impose discipline, the employee shall be served with a written notice of the specific charges being brought against him and the proposed or imposed penalty, as the case may be. The notice of discipline shall contain a

detailed description of the facts forming the basis of the charge and shall include dates, times and places. A copy of the charge shall be given to the UNION contemporaneously with the time it is given to the employee.

8.1.6 In determining the appropriateness of the penalty, the employee's work record and the severity of the charge shall be considered. No prior disciplinary action shall be considered unless imposed pursuant to the contract disciplinary procedures then in effect.

8.2 Time Limits

The EMPLOYER shall take the following disciplinary action within the following time limits:

8.2.1 Where the charge involves criminal conduct the EMPLOYER shall put the employee on notice within one (1) year of becoming aware of the infraction that disciplinary charges will be made.

8.2.2 In all other cases, disciplinary charges will be made within one (1) year of the EMPLOYER becoming aware of the infraction.

8.3 Civil Service Rights

8.3.1 All employees covered by this Agreement shall be treated as if covered by the benefits of Section 75 of the Civil Service Law for the purpose of discipline, except that the procedure of Section 75 shall be modified in the respects provided in this Article.

8.4 Procedures

8.4.1 Step 1:

Within one week following the service of charges by the CITY as per Section 8.1.5 of this Agreement, the CITY shall conduct a conference between the employee who has received charges and the UNION, as a representative of the appointing authority to discuss the charges and the possibility of an informal settlement. The UNION shall receive copies of all charges and notice of all conferences and proceedings provided in this Article.

8.4.1 Step 2:

The hearing, recommendation and decision required by Section 75 shall comprise of Step 2 of the disciplinary procedure, to wit:

If a solution has not been reached in Step 1, a hearing upon the charge shall be held by the CITY'S designee. The designee shall make a record of the hearing which shall, with his recommendation, be referred to the charging official. The designee holding such hearing shall, upon the request of the person against whom charges are preferred, permit him to be represented by counsel, or by a representative of the UNION, and shall

allow him to summon witnesses in his behalf. The burden of proving incompetence or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

8.4.2 No disciplinary action or measure other than as set forth in Section 8.5 shall be imposed upon an employee prior to the exhaustion of the appeal procedures set forth herein. An employee may, however, be suspended without pay pending the outcome of such proceedings only if the EMPLOYER determines that there is a probable cause to believe that the employee's continued presence on the job represents actual danger to persons or property, or would severely interfere with operations. Suspensions with pay may not exceed thirty (30) calendar days. An employee shall not be entitled to pay, however, during any period in which the UNION or the employee is not ready to proceed, or the hearing is adjourned at the request of the UNION or the employee, or the UNION or the employee obtain a stay of arbitration. If the employee is suspended without pay, the determination shall be reviewable by an arbitrator. Before any suspension begins, the disciplined employee, upon his request, will be allowed to discuss the matter with his Union Steward or other authorized representative of the UNION before he may be required to leave the premises or his duty assignment. The EMPLOYER will make an area available for this purpose. Disciplinary charges shall be served within ten (10) workdays of any official verbal notification.

8.4.4 The procedures required by this Article shall be exclusive.

8.4.5 Notwithstanding the provisions of subsections 2.1, 3.1, 9.1, and 10.4.1 of this Agreement, bargaining unit members shall not accrue vacation credits or receive holiday pay, roll call pay, and uniform cleaning allowance for any period of time during which the bargaining unit member is out on suspension pending the outcome of charges. In the event that the bargaining unit member should subsequently be found not guilty of all pending charges related to the suspension, then he or she shall be reimbursed for that portion of the vacation credits, holiday pay, roll call pay, and uniform cleaning allowance not paid during the suspension.

8.5 Alternative Disciplinary Procedure

8.5.1 For less than serious offences, the EMPLOYER may impose an oral reprimand, written reprimand or up to three (3) days suspension in a summary manner, for just cause according to the procedure described below.

8.5.2 The following disciplinary measures may be imposed for less than serious offense:

For the first offense, the penalty may be an oral reprimand. If a second offense occurs within one (1) year of the first offense, the penalty be written reprimand. If a third offense occurs within one (1) year of the first offense, the discipline may be a suspension of up to three (3) work days. The Union shall receive copies of all written warnings, written reprimands, suspensions, and other written disciplinary actions at the time they are given to the employee.

ARTICLE 9 – WORK SCHEDULE

9.1 Work Schedule

Work schedules showing the employees regular shifts, work days and hours shall be posted on all appropriate bulletin boards at all times. The City agrees that in the event of any permanent work schedule change, it will provide the Union with advance notice of the change and at the request of the Union, meet with the Union to discuss the implementation of the new schedule.

Effective January 1, 2006, employees shall be required to attend fifteen (15) minute roll call before beginning their regular work shift, for which they will be compensated at the rate of \$700.00 per year. Effective January 1, 2007, line up pay shall be paid at time and one half of actual hours worked. This benefit goes into effect upon ratification by both parties, taking into account the lump sum payment received in fiscal year 2007.

9.2 Substitutions

The practice of substitutions where an employee voluntarily worked for another shall be permitted, provided that such substitution does not impose additional cost to the department.

ARTICLE 10 – SALARIES

10.1 Salaries Schedule

The salaries of all bargaining unit members shall be as follows:

For Public Service Officers:

| | As of 1/1/06 | Eff. 1/1/07 | Eff. 1/1/08 | Eff. 1/1/09 |
|--------------------------|-----------------|----------------|----------------|----------------|
| Entry Level | \$23,624 | \$24,332 | \$25,306 | \$26,318 |
| After 1 year of service | \$24,974 | \$25,723 | \$26,752 | \$27,822 |
| After 2 years of service | \$26,305 | \$27,094 | \$28,178 | \$29,305 |
| After 3 years of service | \$27,648 | \$28,477 | \$29,616 | \$30,801 |
| After 4 years of service | \$28,987 | \$29,856 | \$31,051 | \$32,293 |

For Traffic Safety Aides:

| | As of 1/1/06 | Eff. 1/1/07 | Eff. 1/1/08 | Eff. 1/1/09 |
|--------------------------|-----------------|----------------|----------------|----------------|
| Entry Level | \$23,624 | \$24,332 | \$25,306 | \$26,318 |
| After 1 year of service | \$24,974 | \$25,723 | \$26,752 | \$27,822 |
| After 2 years of service | \$26,305 | \$27,094 | \$28,178 | \$29,305 |
| After 3 years of service | \$27,648 | \$28,477 | \$29,616 | \$30,801 |
| After 4 years of service | \$28,987 | \$29,856 | \$31,051 | \$32,293 |

For PSO/TSA Supervisors:

| | As of 1/1/06 | Eff. 1/1/07 | Eff. 1/1/08 | Eff. 1/1/09 |
|--|-----------------|----------------|----------------|----------------|
| | \$34,679 | \$35,719 | \$37,148 | \$38,634 |

10.2 Premium Compensation Rate: Overtime Work

Hours in excess of the normal work week forty (40) hours or work days (8 hours) will be paid at the rate of one and one-half (1 ½) times the regular base rate. For purposes of this overtime provision, an employee's work time will be deemed to include time compensated for holidays, vacations, personal leave, sick and bereavement.

10.3 Pre-planned Overtime

10.3.1 Special off-duty details and preplanned overtime shall be distributed to employees initially on the basis of rank. When a canvass for such duty is made within a particular roster and the lists of employees is exhausted because no one desires to accept such duty on a voluntary basis, and an emergency as defined by statute is declared to exist, then the Employee shall, by the inverse order of seniority, assign the necessary employees required for such duty. Payment for time worked on private off-duty details under this section shall be time and one-half (1 ½) the employee's regular hourly rate of pay. No comp time will be granted for hours worked on private off-duty detail.

10.3.2 After the initial run through the seniority list has been made on each occasion thereafter, the opportunity to work preplanned overtime shall be offered to the employee with the appropriate roster who has the least number of hours to his credit at that time. If this employee does not accept the overtime, the employee with the next fewest number of hours to his credit will of offered the assignment. This procedure shall be followed until the required employees have been selected for the assignment from that roster. Preplanned overtime shall be distributed equally among employees in the same job classification and within the same roster.

10.3.3 A designated detail person will be responsible for recordings all preplanned overtime and provide updated lists to their command on a weekly basis. If member or members of the UNION are inadvertently skipped or denied an opportunity to work

special off-duty detail work or preplanned overtime work the next time such work is required and shall remain at the top of this list until such time as he, she or they is (are) offered and works at least an equivalent number of hours which were lost as a result of being skipped or denied. The distribution of special off-duty details shall be equalized over each three (3) month period beginning on the first day of the calendar month following the effective date of this Agreement. Upon the exhaustion of the list of employees within a particular roster, preplanned overtime may then be offered to employees on the same basis in other rosters.

10.3.4 The overtime rosters shall be available for inspection by union representatives upon request.

10.3.5 Work Employee's Option

All preplanned and non-emergency overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work such overtime. However, in some preplanned or non-emergency situations, the Commissioner may deem overtime mandatory because of the nature of the work involved. In those situations, if there are no volunteers, the overtime shall be assigned in inverse order of seniority.

10.3.6 Overtime Pay

All overtime work shall be paid for promptly, no later than the next full regular payroll period.

10.4 Longevity Service Pay

10.4.1 Effective January 1, 2006, all regular full time employees covered under this Agreement, shall receive an annual longevity payment according to the following schedule:

| Years of Service | Amount |
|-------------------------|---------------|
| 5-9 | \$1,000.00 |
| 10-14 | \$1,100.00 |
| 15-19 | \$1,200.00 |
| 20+ | \$1,300.00 |

Effective January 1, 2007, longevity payments increase as follows:

| Years of Service | Amount |
|-------------------------|--|
| 5-9 | \$1,100.00 |
| 10-14 | \$1,300.00 |
| 15-19 | \$1,400.00 |
| 20+ | \$1,500.00 |
| 21-25 | \$1,500.00 plus \$100 per year for each year |

Longevity payments will be made each year at the end of January.

10.5 Uniform Cleaning Allowance

10.5.1 Effective January 1, 2006, each member of the bargaining unit shall receive, by lump sum in April of each year, six hundred dollars (\$600.00) as a uniform cleaning allowance. Effective January 1, 2008, the uniform cleaning allowance increases to seven hundred dollars (\$700.00).

ARTICLE 11 – RELEASE TIME

11.1 The Public Service Officer who has been chosen to represent the Unit shall be given time off with pay to perform the following duties as they may arise:

1. Contract negotiations with the City of Albany.
2. Investigation and processing of grievances.

11.2 If the Public Safety Officer who has been designated as the Union representative in Section 10.1 of this Article is off duty during two (2) or more negotiation sessions with the City of Albany, she/he shall be entitled to compensatory time for the time spent in negotiations. Requests to take such compensatory time shall be subject to the reasonable staffing needs of the Traffic Safety Division, but the Supervisor shall not arbitrarily deny such request.

ARTICLE 12 – MANAGEMENT RIGHTS

12.1 Except as otherwise specifically provided in this Agreement or in State Law, the City has the sole and exclusive rights to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance procedure. As used herein, the terms “rights of management” includes but are not limited to the following:

1. The determination of Police Department policy, including the right to manage the affairs of the Department in all respects.
2. The right to assign employees to other duties within the Department.
3. The right to direct the members of the Department, including the right to hire, promote or transfer any employee.
4. The right to organize and reorganize the Department in any matter it chooses, including the size of the Department and the determination of job classifications and ranks based on duties assigned.

5. The determination of the safety, health and property-protection measures for the Department.
6. The allocation and assignment of work to Public Service Officers within the Department.
7. The determination of policy affects selection and training of Public Service Officers.
8. The establishment, modification and enforcement of Department rules, regulations and orders.
9. The transfer of work from one position to another within the classified service of the Department.
10. The introduction of new, improved or different methods and techniques of operation of the Department or of changes in existing methods and techniques.
11. The determination of the number of employees.
12. The determination of the amount of supervision necessary.
13. The right to assign working hours and to regulate mandatory and discretionary overtime.
14. The right to establish, modify or change work schedules.
15. The placing of service, maintenance or other work with outside contractors or other agencies of the CITY.

ARTICLE 13 – MISCELLANEOUS AND GENERAL PROVISIONS

- 13.1 The CITY shall apply such to each employee the required uniform as in the past.
- 13.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.
- 13.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female.

13.4 The parties agree that they will not discriminate against, coerce, or otherwise interfere with any employee for the individual or collective exercise of their right to join or not to join the UNION and to participate in the UNION and its activities or any other employee activity permissible under the law and this Agreement.

13.5 The UNION recognizes its' responsibly as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

13.6 An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid or unpaid approved leave of absence.

13.7 For the purpose of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge, and retirement. However, if an employee returns to work in any capacity within the Union within one (1) year, the break shall not constitute an interruption of continuous service.

13.8 Effective January 1, 2002, all references to the "Chief" shall be replaced with the "Commissioner".

ARTICLE 14 – SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, all remaining provisions of this Agreement shall remain valid and in full force and effect. Upon the issuance of such a court decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion.

ARTICLE 15 – COMPLETE AGREEMENT

15.1 The parties agree that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements reached by the parties after the exercise of that right are embodied in this Agreement, and therefore the EMPLOYER and the UNION each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

15.2 It is further agreed that any subject or matter which either party wishes to open for negotiations subsequent to the execution of this Agreement may only be by written mutual agreement, and such written mutual agreement shall not be unreasonably

withheld. In the event that negotiations opened pursuant to this Article reach an impasse, the existing language of the Agreement shall remain in full force and effect until the expiration of this Agreement.

ARTICLE 16 – NO STRIKE – NO LOCKOUT

16.1 It is recognized that the need for continued and uninterrupted operation of municipal departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

16.1.2 The UNION, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignation, mass absenteeism, or other job actions in any form which would involve suspension of or interference with normal work performance.

16.2 NO LOCKOUT PLEDGE

No lockout of employees shall be instituted by the CITY during the term of this Agreement.

ARTICLE 17 – STATUTORY PROVISIONS

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

ARTICLE 18 – HOSPITALIZATION AND RETIREMENT

18.1 Hospitalization

18.1.1 All employees in the bargaining unit shall be eligible for Hospitalization and Medical Insurance coverage for themselves and all of their eligible dependents under the Empire Blue Cross, which provides benefits at the same, or higher, level as were provided under the New York State Employees Health Insurance Plan pursuant to the 1983 – 1985 contract. The CITY will beat the full cost for employees employed before March 1, 1988. Employees hired after March 1, 1988 shall pay 10 percent of the cost of the Plan for single coverage and 25 percent of the cost of the Plan for family coverage. New employees shall become eligible after they have been employed one (1) calendar

month. A summary of coverage shall be made available to each employee in handbook form.

18.1.2 Effective January 1, 1994, the benefits offered under the existing Blue Cross/Blue Shield Wraparound Plan (#7182) and the Blue Cross/Blue Shield GHI Prototype (#7183) shall be continued in force with the following modifications:

- a) A utilization review management process shall be instituted with:
 1. Pre-certification component with utilization review;
 2. Mandatory second surgical opinion; and
 3. Mental health/substance abuse inpatient utilization review.
- b) There shall be mandatory mail order for custodial/maintenance drugs.
- c) There shall be mandatory generic substitution for prescription drug coverage.
- d) Prescription drug co-pay shall be increased from \$1.00 to \$2.00. Effective January 1, 2008, the prescription drug co-payment will increase for the Empire Plan for the enrollees from \$2.00 to \$7.00. This prescription drug plan may be administered by a company other than Empire Blue Cross, provided that coverage remains the same.
- e) Inpatient and outpatient psychiatric and substance abuse coverage shall be reduced to minimum NYS level (see Appendix B).

Immediately upon the effective date of this Agreement, the City shall undertake those steps necessary to adopt for the members of the bargaining unit the provisions of Section 125 of the Internal Revenue Code.

18.1.3 Effective January 1, 2006, any employee who can show adequate health insurance coverage under a spouse's or other's health insurance may opt out of a City health insurance plan and receive annually \$1,500.00 for opting out of an individual plan and \$3,000.00 for opting out of a family plan. Employees who opt out of a City plan in mid-year will receive a pro-rated amount of the buyout for that year. Employees who opted out of a City plan and wish to be reinstated in mid-year may do so, but a pro-rates amount of the buyout received during that year must be paid back to the City. Opting out or in a City health insurance plan must be done in accordance with the terms and conditions of the particular health insurance plan and City personnel policies and procedures.

18.2 Retirement

18.2.1 All employees in the bargaining unit and all new employees shall be eligible for coverage under the provisions of the New York State Retirement Plan (75g) at no cost to the employee, except as provided by law.

18.3 Dental Plan

18.3.1 Effective January 1, 2003, members are to be enrolled in the dental plan currently provided to the City's non-union white collar employees.

18.4 Vision Plan

18.4.1 Effective January 1, 2003, members are to be enrolled in the vision plan currently provided to the City's non-union white collar employees.

ARTICLE 19 – EXPIRATION AND MODIFICATION

This Agreement shall be effective as of January 1, 2006 and shall remain in full force and effect until and including December 31, 2009, except as otherwise provided herein. It shall be automatically renewed from year to year thereafter, unless wither party shall notify the other in writing at least one hundred and eighty (180) calendar days in advance of the expiration date that they desire to modify the Agreement. In the event that either party exercises their right as set forth above, and such notification is given, negotiations will commence a mutually convenient date, but no later than one hundred and fifty (150) calendar days prior to the expiration of this agreement.

THE CITY OF ALBANY, NEW YORK

CWA LOCAL 1118, AFL-CIO

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