



2021-2024

COLLECTIVE BARGAINING AGREEMENT

BETWEEN  
THE CITY OF WATERTOWN  
AND  
THE WATERTOWN POLICE BENEVOLENT  
ASSOCIATION, INC.

WATERTOWN, NEW YORK

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**2021-2024 CONTRACT  
BETWEEN  
THE CITY OF WATERTOWN  
AND  
THE WATERTOWN POLICE BENEVOLENT ASSOCIATION, INC.  
WATERTOWN, NEW YORK**

**WHEREAS**, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employment Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees; and

**WHEREAS**, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining the Watertown Police Benevolent Association, Inc. met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Police Benevolent Association, Inc. by adopting a resolution to this effect on January 8, 1968; and

**WHEREAS**, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures and a contract has been evolved:

**RESOLVED**, that the City Council of Watertown, New York on behalf of the City of Watertown, New York hereinafter referred to as the "City", and the Watertown Police Benevolent Association, Inc., hereinafter referred to as the "Association", enter into this agreement the \_\_\_\_ day of May 2021, as follows:

## **ARTICLE 1 - RECOGNITION**

Effective upon the date of execution of this Agreement, the City recognizes the Association as the sole and exclusive representative of all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

## **ARTICLE 2 - GENERAL QUALIFYING CONDITIONS**

**SECTION 1.** The City recognizes that the Association represents a common community of interest among its membership.

**SECTION 2.** The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions; however, after a one-month period of open change just prior to the new contract year, there will be no dues change permitted during the contract year. If there is a change, the Association will bear the expense of the program change.

**SECTION 3.** Effective upon the date of execution of this Agreement, the City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Police Department as described herein: Police Officers; Sergeants; Detectives and Lieutenants.

**SECTION 4.** The Association shall be entitled to have deducted from the wages or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed ninety percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association, less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

**SECTION 5.** Notwithstanding any other provision, Sections 3 and 4 of Article 2 shall only apply to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

**SECTION 6.** The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

**SECTION 7.** The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

**SECTION 8.** The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of its membership in the Association or by reason of holding office in the Association.

**SECTION 9.** No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State law now applicable to employees who are members of the Association.

**SECTION 10.** Effective upon the date of execution of this Agreement, notwithstanding any other provision, this contract shall not apply to the Police Chief and the Police Captain who are management's representatives in the Police Department.

### **ARTICLE 3 - TERM AND SCOPE OF AGREEMENT**

**SECTION 1.** The term of this agreement shall be for the period July 1, 2021 through June 30, 2024.

**SECTION 2.** This agreement shall cover all terms and conditions of employment as defined in the New York State Public Employees Fair Employment Act.

### **ARTICLE 4 - COMPENSATION**

#### **SECTION 1.**

- A.** The City shall continue to provide a separate Police Pay Plan as established by resolution of the City Council adopted June 18, 1973. The rate of compensation for the positions of Police Officer, Police Detective, Police Sergeant, and Police Lieutenant, shall be as provided in the attached Schedules A,B C, and D.

Schedule A reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan effective July 1, 2021.

Schedule B reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan effective July 1, 2022.

Schedule C reflects a two and three quarters percent (2.75%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan effective July 1, 2023.

- B.** In addition to the Pay Plan described in "A" above, the City agrees effective July 1, 2018 to a longevity payment plan in the following amounts:

1. Beginning at the commencement of seven years of service in the Police Department, a payment of \$700.
2. Beginning at the commencement of twelve years of service in the Police Department, a payment of \$1,050.
3. Beginning at the commencement of seventeen years of service in the Police Department, a payment of \$1,400
4. Beginning at the commencement of twenty one years of service in the Police Department, a payment of \$2,000

Payments for longevity became effective July 1, 1985. Amounts paid under the longevity payment plan shall be used in determining the employee's regular rate of pay as stipulated in the Fair Labor Standards Act. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

Employees hired after July 1, 2019 will not be eligible for, nor entitled to, longevity payments.

**C. For employees hired after July 1, 1994:**

1. Salaries for Academy pay rate and Academy Completion Pay Rate are as established in Schedules A, B, & C. After the first year of employment, officers shall enter the existing wage step scale.
2. Effective July 1, 2001, the negotiated percentage increase as set forth in paragraph A above shall be applied to said schedule, and thereafter.

**SECTION 2.** As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

**SECTION 3.**

- A. A Police Officer, Sergeant, or Lieutenant assigned to perform duties out of title in rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3 a. of the Rules for Administration of the Police Pay Plan.
- B. Assignment under this provision shall, insofar as practical, be made on a monthly shift basis.
- C. In those cases of vacation, illness, or emergency conditions, assignment may be for shorter periods.
- D. Assignment under this section shall be made by the Police Chief.

**SECTION 4.** All uniformed members of the Police Department shall be paid their accumulated time, overtime and holiday pay when earned. All members of the bargaining unit shall be paid their overtime in the first paycheck after the first full pay period following submission of their overtime slips.

**SECTION 5.** Overtime shall be paid at time and one-half for work performed beyond the employee's defined work shift/period. Members of the bargaining unit assigned to eight-hour days shall have a defined work period of 40 hours per week. Those members of the bargaining unit assigned to 12-hour shifts shall have a defined work period of 84 hours every two weeks. These agreed-upon work periods

are designed to comply with the permissive establishment of a work period for police personnel under section 7(k) of the Fair Labor Standards Act. Overtime for personnel assigned to 12-hour shifts will be limited to two hours before the beginning of, or after the conclusion of, a scheduled 12-hour shift. Exceptions may be made during an emergency situation at the discretion of the Chief or his designee.

**SECTION 6.** At retirement, a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives a benefit from the State Retirement System outlined under Article 10, Section 4(2) of the Contract, he or she shall not be eligible to receive cash for unused sick leave as described in this Section.

**SECTION 7.** Effective June 30, 1992, any officer who is ordered to return to duty after having completed his/her regular tour of service shall be guaranteed compensation at the rate of time and one-half of his/her regular hourly rate for a minimum period of two (2) hours. When an officer is ordered to report to duty prior to his/her scheduled shift, he/she will be paid overtime only for that time worked prior to the start time of the scheduled shift.

**SECTION 8.** Effective July 1, 2014, all members of the bargaining unit, assigned to the evening (3:00 p.m. – 11:00 p.m.) or night shift (11:00 p.m. – 7:00 a.m.), shall be guaranteed, and shall receive, line-up pay in the amount of \$1,700 per year; all other members of the bargaining unit shall be guaranteed, and shall receive, line-up pay in the amount of \$1,300 per year. Effective on July 1, 2015, for those members of the bargaining unit assigned to 12-hour shifts, the lineup pay for days (6:00 a.m. – 6:00 p.m.) shall be \$300 per year and the lineup pay for nights (6:00 p.m. – 6:00 a.m.) shall be \$700 per year. Lineup pay is payable on or before December 1st in the year for which it was earned. The parties further agree that pro-ration of the payment of line-up pay may be made if an employee fails to report to line-up for thirty (30) consecutive days.

**SECTION 9.** Effective July 1, 2001, officers required to carry a pager or other electronic device, and who do not have the option of refusing to a page, shall receive one thousand (\$1,000) dollars per year, to be paid with line-up pay. Effective July 1, 2012, I.D. Technicians shall receive an additional one thousand (\$1,000) dollar per year, to be paid with line-up pay. Said payment will be prorated based on date employee assumes I.D. Technician duties.

**SECTION 10.** Effective July 1, 2012, Field Training Officers shall receive compensation of one (\$1.00) dollar per hour for each hour that a Field Training Officer works with a recruit.

**SECTION 11.** A minimum compensation of two hours for court appearances required by City, County, State or Federal Agencies by subpoena shall be paid at the rate of time and one-half.

**SECTION 12.**

- A. The assignment of a Sergeant or Lieutenant to the Criminal Investigation Division (CID) shall be at the discretion of the Chief of Police.
- B. Upon the assignment to CID, the Sergeant's or Lieutenant's pay rate shall be increased to the next higher step. The assignment date to CID shall not affect the Sergeant's or Lieutenant's promotion anniversary date.

- C. The Sergeant or Lieutenant assigned to CID shall retain his/her current step if assigned to a non-CID position. If the Sergeant or Lieutenant assigned to CID is re-assigned to the Patrol Division at his/her request or due to disciplinary action, he/she shall forfeit the step increase.
- D. If the Sergeant assigned to CID is promoted to Lieutenant, he/she shall advance to the next higher step on the Lieutenant's pay scale. In the event the CID Sergeant is promoted to Lieutenant and is immediately re-assigned to CID, he/she shall advance to the next higher step on the Lieutenant's pay scale for the promotion and an additional step on the Lieutenant's pay scale for the assignment to CID.

## **ARTICLE 5 - WORK DAY AND WORK WEEK**

**SECTION 1.** For members of the bargaining unit assigned to eight-hour shifts, the work day shall consist of eight consecutive hours and a work week shall consist of five consecutive work days. The work week shall be scheduled such that the Officer shall receive two (2) consecutive rest days, including during periods of required training. However, this rule of scheduling is modified as follows:

There is no guarantee of two (2) consecutive rest days:

1. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations;
2. When a Police Officer attends in-service training; and,
3. When a Police Officer voluntarily attends training.

**SECTION 2.** For members of the bargaining unit assigned to eight-hour shifts, all other conditions relating to work day and work week shall be as presently exists, except that the time of shift change shall be:

- A-Shift - 11:00 P.M. to 7:00 A.M.
- B-Shift - 7:00 A.M. to 3:00 P.M.
- C-Shift - 3:00 P.M. to 11:00 P.M.

**SECTION 3.** For members of the bargaining unit assigned to 12-hour shifts, a shift shall consist of twelve consecutive hours, with seven shifts being assigned during each two week pay period. As set forth at Article 4, Section 5, the defined work period for those personnel shall be 84 hours every two weeks.

There is no guarantee of two (2) consecutive rest days:

1. At the time of annual shift changes;
2. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations;
3. When a Police Officer attends in-service training; and,
4. When a Police Officer voluntarily attends training.

**SECTION 4.** Effective July 6, 2015, for members of the bargaining unit assigned to 12-hour shifts:

- Days - 6:00 A.M. to 6:00 P.M.
- Nights - 6:00 P.M. to 6:00 A.M.



**SECTION 5.** The bargaining unit shall be responsible for maintaining two lists for overtime for the purpose of covering manpower shortages on patrol 12-hour shifts. A mandatory list shall provide for an available officer for each twelve-hour shift and shall be published on a monthly basis. The available officer shall be on call during the first hour of the shift, after which time their obligation shall end. A separate voluntary list shall be published on a monthly basis containing the names of officers wishing to be called into work for full or partial shifts.

## **ARTICLE 6 - LEAVE**

### **SECTION 1.**

**A.** Annual leave shall continue as presently stated in the existing leave rules of the City as follows:

<b>LEAVE CREDIT</b>	<b>LENGTH OF SERVICE</b>
12 hours for each month of service	3 years inclusive
14 hours for each month of service	4 - 6 years inclusive
16 hours for each month of service	7 - 11 years inclusive
18 hours for each month of service	12 - 17 years inclusive
20 hours for each month of service	18 years or more

**B.** For those employees hired after July 1, 1994, the annual leave schedule shall be as follows:

<b>LEAVE CREDIT</b>	<b>LENGTH OF SERVICE</b>
80 hours	Year 1
80 hours	Year 2
96 hours	Year 3
96 hours	Year 4
120 hours	Year 5
144 hours	Year 6

Thereafter, the regular contract leave schedule shall apply. Annual leave is available for use by the employee in hourly increments.

- C.** The City agrees to amend the Leave Rules to provide up to 80 hours carryover of annual leave from calendar year to calendar year.
- D.** Sick leave shall accrue at 8 hours each month and shall be used as presently stated in the existing Leave Rules of the City. The use of sick leave is available for use by the employee in hourly increments. Effective July 1, 2021 employees shall be allowed to accumulate up to 240 days on a rolling basis of sick leave.
- E.** Each full-time employee of the Watertown Police Department shall be entitled to take one (1) day of personal leave with pay per year to attend to pressing personal matters. In addition, each full-time employee may convert two vacation days into personal days, each year. Such personal days may be used in either half day or full day increments, as long as the request does not impede the department's ability to fulfill its mission. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4<sup>th</sup>, Thanksgiving or

Christmas.

- F. Effective July 6, 2015, employees assigned to eight-hour shifts shall be entitled to 16 hours of personal leave with pay per year to attend to pressing personal matters which may be used in four-hour increments. Employees assigned to 12-hour shifts shall be entitled to 12 hours of personal leave with pay per year which may be used in six-hour increments. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4<sup>th</sup>, Thanksgiving or Christmas.
- G. Effective July 6, 2015, the swap of shift assignments shall only occur between patrol officers or between supervisors such that the swap is with a member of the Platoon that works the same shift hours. Exceptions may be granted with BOTH Platoon Lieutenant's authorization.

## **SECTION 2. HOLIDAYS**

- A. Holidays shall be granted as presently stated in the Leave Rules of the City. If a holiday falls within an assigned vacation period of a member, he is to be paid for eight additional hours for the holiday.
- B. Except as provided under Paragraph "c" of this Section, members shall be paid in cash at double time rate for holiday time and shall not be credited with compensatory time off.
- C. Effective January 1, 1986, members shall have the option of taking up to 88 hours in compensatory time off in lieu of cash payments at double time rate for holidays. Such compensatory time must be taken in the calendar year earned and may not be carried over from calendar year to calendar year. Such compensatory time can be used in either daily or hourly increments, provided manpower strength is sufficient and supervisory approval is obtained. At least two weeks prior to January 1st, all members must use the number of holidays from one to eleven for which they elect to receive compensatory time off in lieu of double time rate. Any unused balances of compensatory time existing at the end of the calendar year shall be lost.

**SECTION 3.** Members of the Association who are designated by the Association to represent it at the yearly State-wide convention and monthly meetings of the Association shall be permitted to do so without charge to leave time provided that no more than three members shall be off duty at any one time and provided that the maximum time off for the year in any combination shall be no more than thirty-two days.

## **SECTION 4.**

- A. The City agrees to continue its rules for sick leave to provide that employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated for at least three days must be presented for this provision to be effective.

- B. The City agrees to amend its Leave Rules to provide 24 hours of bereavement leave per death in the immediate family. "Death in the immediate family" is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, and brother or sister-in-law.

**SECTION 5.** Vacations will be assigned on a seniority basis. For members of the bargaining unit assigned to an eight-hour shift, the member must sign up for not less than five days of continuous vacation to hold his/her place in the vacation or leave roster. For those assigned to a twelve-hour shift, the member must sign up for all scheduled work days within a vacation week to hold his/her place in the vacation or leave roster.

**SECTION 6.** When time off is given to employees of the Municipal Building and the offices of such building are closed on special occasions, members of the Police Department will be given a credit of equivalent time. This time is to be compiled at the employee's regular hourly rate of pay. Under the provisions of this Section, the special occasion shall not include or apply to the closing of the offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday, or closings due to an emergency situation. The closing of the Municipal Building for emergency situations shall be the sole discretion of the City Manager or his/her representatives.

#### **ARTICLE 7 - SENIORITY**

**SECTION 1.** Vacation time off shall be governed by seniority. Compensatory time off shall be granted on a first come first served basis.

**SECTION 2.** Permanent appointments shall be made in conformity with New York State Civil Service, Regulations of the Watertown Municipal Civil Service Commission and New York State Law.

#### **ARTICLE 8 - GRIEVANCE PROCEDURES**

**SECTION 1.** The City recognizes the Association as the representative of its members to appear in their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

**SECTION 2.** The City grants the right of representatives of the Association to visit City facilities and to visit and confer with members of the Association for purposes of conferring on conditions, policies and procedures under the Public Employees Fair Employment Act during regular working hours.

**SECTION 3.** The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided by the City for that purpose in the Squad Room of the Police Department.

**SECTION 4.** Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

## **SECTION 5.**

- A.** Grievance Procedures as adopted by resolution of the City Council on September 30, 1963, shall be applicable to the handling of grievances under its conditions and terms as set forth in that resolution as modified by this Agreement in Paragraph "B" of this Section. A copy of this resolution and procedures is attached and made a part of this agreement.
- B.** The Grievance Procedure as adopted by the resolution of the City Council on September 30, 1963 is modified by the deletion of Section 4 and the substitution of the following: In the event of a disagreement between a unit employee and the City, or between the Association and the City, as to the interpretation or performance of the express terms of this Agreement, or as to the benefits provided thereunder, said disagreement, unless specifically excluded by this Agreement, shall be resolved in accordance with the dispute resolution procedure hereinafter set forth.

**STEP 1.** In the event of a disagreement between a unit employee and the City or between the Association and the City, such a grievance shall be reduced to writing by the aggrieved employee or the Association, and presented by the Association to the Chief of Police within ten (10) calendar days of when the grievance occurred or when the person or party reducing the grievance to writing reasonably should have known of its occurrence. The Chief of Police shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

**STEP 2.** If the Chief's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the City Manager. The City Manager shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

**STEP 3.** If the City Manager's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the City Manager's response, submit a Demand for Arbitration to the New York State Public Employment Relations Board in accordance with PERB's Voluntary Dispute Resolution Procedure. The Arbitrator's decision shall be final and binding upon the City, the Association and all unit employees.

- C.** The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.
- D.** Expenses for the Arbitrator's services shall be shared equally by the City and the Association.
- E.** Each party, however, shall be responsible for the expenses of its own witnesses. Either party may have a transcript made at its own expense.
- F.** Time limits within which a particular grievance has to be processed and/or responded to may

be extended by the Association and the City, by mutual agreement, in writing.

**SECTION 6.** No grievance shall be initiated after the close of the contract year in which the alleged grievance occurred, except that alleged grievances occurring in June may be instituted within thirty days after the close of the contract year in which the grievance is alleged to have occurred.

**SECTION 7.** Any disputes arising in the administration and/or interpretation of this Agreement will be first addressed through the procedures as set forth herein. Both parties agree that this provision shall be binding on their respective members. Further, both parties agree to mutually pay any or all costs resulting from violation of this section.

**SECTION 8.** Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a board and through the procedures as provided under the Act.

**SECTION 9.** All practices, policy, customs and/or terms and conditions of employment beneficial to employees which are not specifically provided for elsewhere in this Agreement and which are the subject of mandatory negotiations shall remain in effect for the duration of this Agreement, unless mutually agreed to otherwise between the City and the Association. It is expressly understood by both parties that such past practices shall be only those in effect from the date of February 10, 1986. It is expressly understood by both parties that this clause shall not in any way apply to management's rights to administer the department.

## **ARTICLE 9 - DISCIPLINARY PROCEDURES**

In lieu of Section 75 of the Civil Service Law, a disciplinary proceeding shall be brought in front of a neutral third party mutually selected by the parties from a list supplied by the New York State Public Employment Relations Board.

## **ARTICLE 10 - RETIREMENT**

**SECTION 1.** The City agrees to provide the State non-contributory retirement plan for Police Officers generally termed the 1/60th non-contributory plan.

**SECTION 2.** The City agrees to provide for Police Officers a 25-year Retirement Plan at one-half pay.

**SECTION 3.** The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Police Officers the benefits provided under the provisions of subdivision F of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

**SECTION 4.** The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Police Officers the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. World War II veterans' service credit under Section 341, subdivision K.

2. Allowance for unused sick leave credit, Section 341, subdivision J.
3. Guaranteed ordinary death benefit under Section 360-B.
4. The twelve month final average salary provision for computation of retirement benefits under Section 302, subdivision 9 D.

**SECTION 5.** The City agrees, in addition to the retirement benefits provided under Sections 1, 2, 3, and 4 above, to provide for Police Officers the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year Retirement under Section 384-D.
2. Non-contributory improved career plan under Section 375-I.

**SECTION 6.** All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits and those who join on or after April 1, 2012 will be covered by Tier VI benefits. At anytime that the NYS Retirement System establishes a new Tier, any employee hired on or after that date shall be covered under the new Tier.

## **ARTICLE 11 - SELF-INSURANCE PROGRAM**

- A. Effective July 1, 1992, and until otherwise mutually agreed through collective negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self-Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.
- B. All benefits, terms, conditions and coverages under the self-funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage currently provided to the PBA through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.
- C. A separate Account shall be established by the City specifically for the funding and administration of this self-insurance program.

This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account.

The City has agreed to absorb, in the General Fund, all service charges and all wire transfer charges related to this Account.

The City agrees that all moneys in this Account will remain intact and be used for the sole purpose of the self-insurance Program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period had passed.

- D. The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self-insurance Account. This monthly premium equivalent will be calculated per the following formula:

1. Multiply the number of family contracts x 2.24 (this factor is user to convert individual premium to family premium).
2. Add this to the number of individual contracts.
3. That equals the amount of covered lives.
4. Multiply # of covered lives x 12 = # of covered lives per year.
5. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year.
6. That equals the monthly individual premium.
7. Multiply individual premium x 2.24 = monthly family premium.
8. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

The PBA agrees that all references to 2.24 in Article 11 Section 4 will be changed to 2.88 if agreed upon by all of the remaining bargaining units.

- E. 1. Effective and retroactive to July 1, 2012, the Health Insurance Premium Payments shall be thirteen (13%) percent of the premium costs. Effective upon the date of the last signature on this contract, the Health Insurance Premium Payments shall be fourteen (14%) percent of the premium costs. Effective July 1, 2019 the Health Insurance Premium Payments shall be fourteen and one half (14.5%) percent of the premium costs. Effective July 1, 2020 the Health Insurance Premium Payments shall be fifteen (15%) percent of the premium costs.
2. Effective December 22, 2003, the duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:
- a. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
  - b. All employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which shall be in the same amount that active employees are obligated to pay which has been the City's past practice.
3. That in consideration of the PBA's acquiescence to this Program, the City agrees that the Association shall have the unfettered right to seek the elimination of co-pay through Interest Arbitration.
- F. An Insurance Review Advisory Committee will be established no later than July 1, 1992, which shall consist of eight (8) people:
- two (2) from each of the three (3) unions
  - two (2) from the City of Watertown.

The purpose of this Advisory Committee shall be to review all activity of this self-insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

1. Discussion by Advisory Committee
2. Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.
3. Advisory Committees will meet again to discuss the various recommendations from the unions' memberships.
4. If there is unanimous consent of all three unions, such items go to the City Council, for approval.
5. If recommendations are rejected by the City Council, items of common interest will remain the same.

Nothing herein however shall preclude the PBA from addressing with the City, during negotiations for successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the PBA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the PBA's sole and exclusive right to bargain for its members, in successor Contract negotiations, regardless of whether the other unions and/or the Advisory Committee agrees or disagrees with the PBA's demands, and nothing herein shall be deemed to be a waiver, by the PBA, of said right.

- G. A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee.

The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or a non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course.

A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction.

This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

- H. The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file / history / diagnosis / prognosis and/or records, without express written consent.

- I. Effective July 9, 1998, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). In the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for



reimbursement).

- J. Effective January 1, 2015, the co-pay for a retail 30-day prescription, a 30-day specialty prescription, and a mail-order prescription shall be \$10 for a generic, \$30 for a preferred brand, and \$50 for a non-preferred brand. Effective upon the date of the last signature on this contract the co-pay for a retail 30-day prescription or a 90-day mail-order prescription shall be \$10 for a generic, \$35 for a preferred brand, and \$60 for a non-preferred brand.
- K. Effective upon the date of the last signature on this contract, employees will be required to utilize mandatory mail order for maintenance drugs. Employees will be allowed to fill up to 90 days of a new prescription at retail before the mandatory mail requirements apply.
- L. Effective upon the date of the last signature on this contract, specialty drugs will be subject to a 10% co-insurance.
- M. Effective upon the date of the last signature on this contract, the parties agree that the pharmacy benefit manager will implement and maintain the drug formulary.
- N. The City offers a Section 125 payment plan for health insurance expenses for all unit members who contribute towards health insurance coverage. Effective December 22, 2003, Child Care expenses will also be included in this plan.
- O. For all employees hired on or after June 9, 1998, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.
- P. For employees hired after June 9, 1998, retirement medical insurance paid for by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.
- Q. Major Medical Deductible: There shall be a deductible of \$100 per person covered by the employee's plan; calculated and deducted based on 80/20 percent; total annual deductible shall be up to \$300 per family plan.
- R. Health Insurance Buy-Out: There shall be offered an annual buy-out of \$1,250 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes. Payment of this annual buy-out will be made on a

bi-weekly basis. Amounts paid for the Health Insurance Buy-out shall not be used in determining the employee's regular rate of pay.

- S. Medical Visit Co-pays: Effective January 1, 2017, co-payments for medical visits to participating providers shall be (\$15) dollars per visit. Co-payments for medical visits to non-participating providers shall be (\$30) dollars per visit. Effective July 1, 2019 co-payments for medical visits to participating providers shall be (\$20) dollars per visit. Co-Payments for medical visits to non-participating providers shall be (\$30) dollars per visit.
- T. Effective December 22, 2003, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of a 30-day limit on inpatient psychiatric and mandatory pre-certification of inpatient admissions.
- U. Deductibles: Effective January 1, 2016, the annual per person deductible shall be \$200. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual family deductible of \$600. Effective upon the date of the last signature on this contract, the annual per person deductible shall be \$250. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual deductible of \$750.

## **ARTICLE 12 - NOTICE OF CHANGE IN CONDITIONS**

The City shall notify the Association at least seven days in advance of any change in working methods or conditions except when such change is unavoidable or required because of an emergency or major disaster.

## **ARTICLE 13 - SAFETY PROGRAM**

An Advisory Safety Committee shall be established within the Police Department consisting of three persons appointed as follows:

1. One member appointed by the Watertown Police Benevolent Association, Inc.
2. One member appointed by the Police Chief
3. One member appointed jointly by the Police Benevolent Association and the Police Chief

The Committee shall review, study and make recommendations to the Police Chief and the City Manager on activities within the Department relating to safety, such as but not limited to vehicular safety, building safety and building security.

Periodic meetings shall be held by the Committee within regular work hours. The frequency of meetings shall be determined by the Committee. The suggestions of the Committee shall be stated in writing to the Police Chief for his review and for the consideration of the City Manager.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

**SECTION 1.** Police Officers shall not be required to pick up dead, sick, lost or stray animals in patrol cars.

### **SECTION 2.**

- A.** Effective July 1, 1990, the city implemented a Quarter Master System for the purchase and replacement of uniform items. Effective July 1, 1990 the City shall be responsible for purchasing initial uniform acquisition for new employees employed by the City Police Department
- B.** Effective July 1, 2021 the City shall provide to each full-time employee of the Plainclothes Division a Seven Hundred and Fifty Dollar (\$750) per year clothing allowance for the purchase and maintenance of his/her uniform, which shall be paid no later than the last pay check dated in July of each year.
- C.** Effective July 1, 2021 the City shall provide to each full-time employee \$200 per year allowance for the purchase of shoes, which shall be paid no later than the last pay check dated in July of each year.
- D.** Effective July 1, 2001, the uniform cleaning allowance of Five Hundred Dollars (\$500) has been incorporated into the Police Pay Schedules. Each employee shall be responsible to maintain his or her uniform in a suitable fashion. Non-compliance with this section shall be the determination of the Police Chief and shall be subject to appropriate disciplinary action.
- E.** Uniform articles shall be replaced by the City if damaged in any way while in the course of duty, or for normal wear and tear.
- F.** The City shall replace eyeglasses and dentures of Police Officers, lost or broken in the line of duty, upon approval of the Chief of Police.

### **SECTION 3.**

- A.** Except as provided under Paragraph B of this Section, all vacancies in the Department shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.
- B.** The City, at its option, shall have the right to fill vacancies for the entry level position of Police Officer through transfers of Bureau of Municipal Police Certified, Civil Service Police Officers in accordance with Section 58 of the New York State Civil Service Law. Such transfers shall be for entry level positions of Police Officer only and shall not apply to supervisory positions covered under this Agreement. Vacancies for supervisory positions shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

**SECTION 4.** It is agreed by and between the parties hereto that this Agreement may be reopened for the purpose of considering any new matters and issues which may arise during the life of the Contract.

**SECTION 5.** Within annual budget appropriations of the Police Department; the City agrees to pay tuition at the rate of one course per semester at an accredited college for any Police Officers taking police related training subjects in the event that Federal L.E.E.P. Funds are exhausted. In no event shall payment be made by the City for tuition for a course without approval prior to enrollment obtained from the City Manager.

**SECTION 6.** Correspondence from the Watertown Police Benevolent Association, Inc. to the City Manager shall be answered by the City Manager within ten days of its receipt.

**SECTION 7.** Both parties agree that this Contract constitutes the present entire Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

**SECTION 8.** Should new or future revisions to the Disciplinary Rules of the Watertown Police Department become necessary, it is agreed that such revisions shall be accomplished through work of a committee made up of members from the Association and members appointed by the City Manager.

**SECTION 9.** Both parties agree that this Contract constitutes the full and entire agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. No verbal statement or other agreement in whatever form except as an amendment to this Agreement specifically designated as an amendment thereto shall supersede or vary as the case may be, any provisions of this Contract. Any prior written or verbal commitments between the City and the Watertown Police Benevolent Association, Inc. or any individual employees in the bargaining unit is hereby superseded.

**SECTION 10.**

- A. Effective July 1, 1987 the City shall make available a five thousand dollar (\$5,000) bonus retirement plan for employees with the Department who have twenty (20) years of time in the New York State Police Retirement System. Every officer who reaches his or her twentieth year in the Retirement System shall also be entitled to take advantage of this five thousand dollar (\$5,000) bonus plan. For the purpose of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Police Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

First Year	-	\$5,000
Second Year	-	\$4,000
Third Year	-	\$3,000

Employees hired on or after July 1, 2012 will not be eligible to receive this Retirement bonus.

- B. Police Officers who wish to participate in the bonus retirement plan must notify the City and the New York State Retirement System by January 1st of the calendar year. Police Officers who elect to participate in the bonus retirement plan and who notify the City by the first of the calendar year may not retire from active employment until after July 1st of the following fiscal year (July 1 through June 30).

**SECTION 12.** GML Section 207-c: The parties incorporate by reference the attached City of Watertown Section 207-c Procedures as negotiated between the parties hereto, during the course of negotiations for this agreement. Reference APPENDIX I.

**SECTION 13.** The parties agree to establish a joint advisory committee to review and streamline departmental rules and regulations.

**SECTION 14.** Deferred Compensation – Upon the completion of five years of service, individuals covered by this contract shall, annually, be entitled to sell up to twenty-four (24) vacation hours and sixteen (16) holiday hours and convert them into the City's 457 Plan.

**SECTION 15.** The parties agree to the immediate implementation of the City's Travel Reimbursement Policy, a copy of which has been included with this contract.

**SECTION 16.** Light Duty. From time to time the Department is in a position to accommodate requests for assignment to duties to be performed by persons who are, for various reasons, medically determined to be temporarily unable to perform the rigorous duties of a patrol officer. Such "light duty" positions are not guaranteed, and if available shall first be filled by those officers who are receiving benefits under Section 207-c of the General Municipal Law. At anytime, the assignment of a 207-c recipient to light duty may require the displacement of another officer who, for any number of reasons, may be temporarily disabled from the full performance of his or her duties and who had previously, at the direction of the Police Chief, been performing light duty.

The availability of light duty work shall be governed by the availability of work and budget constraints, and in the sole direction of the Police Chief.

#### **ARTICLE 15 - COMPENSATORY LEAVE TIME**

- A. Unit members may opt to earn compensatory leave time in lieu of overtime, as detailed below. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay. Members of the bargaining unit assigned to transfer to 12-hour shifts will not be eligible to earn compensatory time.
- B. Officers entitled to compensatory time shall be permitted to continuously accumulate up to forty (40) working hours of compensatory leave time per year, to a maximum of 60 hours (40 x 1.5), per year. As time is taken, said totals may be replenished throughout the year on a rolling basis, but must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. The granting of this time off shall be at the discretion of the Chief; and shall not generate additional overtime or 'pyramiding.' Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

**ARTICLE 16 - REQUIREMENTS OF STATE LAW**

**SECTION 1.** "IT IS AGREED 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 APPROVAL."

DATED: 5/4/21

CITY OF WATERTOWN, NEW YORK

BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_

City Manager

DATED: 05/06/21

WATERTOWN POLICE BENEVOLENT  
ASSOCIATION, Inc.

BY: \_\_\_\_\_

President

**SCHEDULE A (8-HOUR SHIFTS)**  
**CITY OF WATERTOWN**  
**POLICE DEPARTMENT WAGE CHART**  
**July, 1 2021**

**Annual Wage**

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	58,598	61,301	64,131	67,113	70,240	73,519	
Police Detective	P8		67,113	70,240	73,519	76,677	79,978	
Police Sergeant	P10		73,519	76,677	79,978	83,469	87,122	90,958
Police Lieutenant	P14	81,910	85,421	89,109	92,982	97,048	101,319	105,804
Academy Pay Rate	P6AAA	50,819						

\*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

**Hourly Wage**

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	28.1721	29.4715	30.8321	32.2659	33.7690	35.3454	
Police Detective	P8		32.2659	33.7690	35.3454	36.8640	38.4509	
Police Sergeant	P10		35.3454	36.8640	38.4509	40.1292	41.8856	43.7296
Police Lieutenant	P14	39.3798	41.0680	42.8409	44.7031	46.6578	48.7110	50.8672
Academy Pay Rate	P6AAA	24.4323						

**Longevity Table**

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3365	0.5048
After 11th Year	1,050	0.5048	0.7572
After 16th Year	1,400	0.6731	1.0096
After 20th Year	2,000	0.9615	1.4423

# **SCHEDULE A (12-HOUR SHIFTS)**

**CITY OF WATERTOWN**

## **POLICE DEPARTMENT WAGE CHART**

**July, 1 2021**

### **Annual Wage**

<b>Title</b>	<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Officer	P6	61,528	64,366	67,337	70,469	73,751	77,195
Police Sergeant	P10		77,195	80,512	83,977	87,642	91,479
Police Lieutenant	P14	86,005	89,692	93,564	97,631	101,901	106,384
Academy Completion Rate	P6AA	55,742					

### **Hourly Wage**

<b>Title</b>	<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Officer	P6	28.1719	29.4714	30.8322	32.2659	33.7688	35.3456
Police Sergeant	P10		35.3456	36.8643	38.4511	40.1291	41.8859
Police Lieutenant	P14	39.3798	41.0678	42.8408	44.7029	46.6578	48.7108
Academy Completion Rate	P6AA	25.5227					

### **Longevity Table**

<b>Years of Service</b>	<b>Annual Amount</b>	<b>Hourly Rate</b>	<b>Hourly Overtime Rate</b>
After 6th Year	700	0.3205	0.4808
After 11th Year	1,050	0.4808	0.7212
After 16th Year	1,400	0.6410	0.9615
After 20th Year	2,000	0.9158	1.3736



**SCHEDULE B (8-HOUR SHIFTS)****CITY OF WATERTOWN****POLICE DEPARTMENT WAGE CHART**

July, 1 2022

**Annual Wage**

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	60,209	62,987	65,894	68,959	72,171	75,540	
Police Detective	P8		68,959	72,171	75,540	78,786	82,177	
Police Sergeant	P10		75,540	78,786	82,177	85,764	89,518	93,459
Police Lieutenant	P14	84,162	87,770	91,560	95,539	99,717	104,105	108,713
Academy Pay Rate	P6AAA	52,217						

\*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

**Hourly Wage**

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	28.9468	30.2820	31.6800	33.1532	34.6977	36.3174	
Police Detective	P8		33.1532	34.6977	36.3174	37.8778	39.5083	
Police Sergeant	P10		36.3174	37.8778	39.5083	41.2327	43.0375	44.9322
Police Lieutenant	P14	40.4627	42.1973	44.0191	45.9324	47.9409	50.0506	52.2661
Academy Pay Rate	P6AAA	25.1042						

**Longevity Table**

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3365	0.5048
After 11th Year	1,050	0.5048	0.7572
After 16th Year	1,400	0.6731	1.0096
After 20th Year	2,000	0.9615	1.4423

**SCHEDULE B (12-HOUR SHIFTS)**  
**CITY OF WATERTOWN**  
**POLICE DEPARTMENT WAGE CHART**  
**July, 1 2022**

**Annual Wage**

Title	Grade	A	B	C	D	E	F
Police Officer	P6	63,220	66,136	69,189	72,407	75,779	79,318
Police Sergeant	P10		79,318	82,726	86,287	90,052	93,994
Police Lieutenant	P14	88,371	92,159	96,137	100,316	104,703	109,310
Academy Completion Rate	P6AA	57,274					

**Hourly Wage**

Title	Grade	A	B	C	D	E	F
Police Officer	P6	28.9467	30.2818	31.6801	33.1532	34.6974	36.3176
Police Sergeant	P10		36.3176	37.8780	39.5085	41.2327	43.0377
Police Lieutenant	P14	40.4627	42.1972	44.0189	45.9322	47.9409	50.0504
Academy Completion Rate	P6AA	26.2246					

**Longevity Table**

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3205	0.4808
After 11th Year	1,050	0.4808	0.7212
After 16th Year	1,400	0.6410	0.9615
After 20th Year	2,000	0.9158	1.3736

**SCHEDULE C (8-HOUR SHIFTS)**  
**CITY OF WATERTOWN**  
**POLICE DEPARTMENT WAGE CHART**  
**July, 1 2023**

**Annual Wage**

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	61,865	64,719	67,706	70,855	74,156	77,618	
Police Detective	P8		70,855	74,156	77,618	80,952	84,437	
Police Sergeant	P10		77,618	80,952	84,437	88,123	91,980	96,029
Police Lieutenant	P14	86,477	90,184	94,078	98,167	102,459	106,968	111,703
Academy Pay Rate	P6AAA	53,653						

\*Effective 7/1/2014: "G" step added to wage chart to replace the previously known "F+1" step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

**Hourly Wage**

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	29.7428	31.1147	32.5512	34.0649	35.6519	37.3162	
Police Detective	P8		34.0649	35.6519	37.3162	38.9194	40.5948	
Police Sergeant	P10		37.3162	38.9194	40.5948	42.3666	44.2210	46.1678
Police Lieutenant	P14	41.5755	43.3578	45.2296	47.1956	49.2592	51.4270	53.7034
Academy Pay Rate	P6AAA	25.7946						

**Longevity Table**

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3365	0.5048
After 11th Year	1,050	0.5048	0.7572
After 16th Year	1,400	0.6731	1.0096
After 20th Year	2,000	0.9615	1.4423

# **SCHEDULE C (12-HOUR SHIFTS)**

**CITY OF WATERTOWN**

## **POLICE DEPARTMENT WAGE CHART**

**July, 1 2023**

### **Annual Wage**

Title	Grade	A	B	C	D	E	F
Police Officer	P6	64,958	67,954	71,092	74,398	77,863	81,499
Police Sergeant	P10		81,499	85,001	88,659	92,529	96,579
Police Lieutenant	P14	90,801	94,693	98,781	103,075	107,582	112,316
Academy Completion Rate	P6AA	58,850					

### **Hourly Wage**

Title	Grade	A	B	C	D	E	F
Police Officer	P6	29.7427	31.1146	32.5513	34.0649	35.6516	37.3164
Police Sergeant	P10		37.3164	38.9197	40.5950	42.3666	44.2213
Police Lieutenant	P14	41.5755	43.3576	45.2294	47.1954	49.2593	51.4268
Academy Completion Rate	P6AA	26.9458					

### **Longevity Table**

Years of Service	Annual Amount	Hourly Rate	Hourly Overtime Rate
After 6th Year	700	0.3205	0.4808
After 11th Year	1,050	0.4808	0.7212
After 16th Year	1,400	0.6410	0.9615
After 20th Year	2,000	0.9158	1.3736

## **APPENDIX I - 207-c Procedures**

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## **CITY OF WATERTOWN § 207-c PROCEDURES**

### **Article I – Definitions:**

- (a) Benefits. The full amount of regular salary or wages, and the cost of medical treatment and hospital care necessitated by a disability arising from an injury sustained in the performance of an officer's duties or a sickness resulting from the performance of those duties payable to or on behalf of an eligible claimant pursuant to N.Y. General Municipal Law Section 207-c ("Section 207-c")
- (b) Claimant. Any City of Watertown police officer applying for benefits under Section 207-c.
- (c) Disability. The inability of a claimant to perform his/her duties as a police officer in the City of Watertown Police Department due to injuries sustained in the performance of those duties or due to sickness resulting from the performance of those duties.
- (d) Police Chief. The Police Chief of the City of Watertown.
- (e) Administrator. The individual or company designated by the City of Watertown as holding this title.
- (f) Business Days. Monday through Friday, excluding holidays.

### **Article II – Construction, Separability, and Compliance:**

- (a) If any provision of these procedures shall be held wholly or partially invalid or inapplicable to any person or situation, all other provisions of these procedures shall nonetheless remain fully effective. Furthermore, any provisions held to be invalid with respect to any particular person or situation shall not serve to invalidate that provision with respect to other persons or situations.
- (b) These procedures shall in no way be construed to limit or otherwise affect any requirements for receiving benefits that are not covered herein, whether those requirements are imposed by statute, regulation, or court decision.
- (c) The failure of any claimant to comply with the provisions of Section 207-c and these procedures may result in the delay of approval or denial of benefits.

### **Article III – Application Procedures for Section 207-c Benefits.**

#### **(a) Filing of Report of Accident and Medical Authorization.**

1. Within five (5) business days of an on-the-job incident causing injuries or within the same period of having been taken sick as a result of the performance of duties, an injured or sick police officer seeking Section 207-c benefits, or anyone acting on his or her behalf, shall file with the Police Chief: (a) a completed current form denominated as an "Employer's Report of Work-Related Accident or Occupational Disease" of the New York State Workers' Compensation Board; and (b) a signed, fully completed, HIPAA-Compliant Authorization for Release of Health Information as approved by the New York State Department of Health. The Police Chief shall, within an additional two (2) business days, forward the same to the City Manager's Office. The failure of the Police Chief to comply with this provision shall not be used to prejudice or curtail any of the claimant's rights under this Article.

2. The Employee's Report of Work Related Injury<sup>(1)</sup> serves as an incident report, and shall contain, as additional information, names and addresses of witnesses to any injury-causing incident.

3. Any Medical records provided to the City will be duplicated and provided to the police officer, at the City's expense, upon request.

4. The police officer or his or her representative shall be entitled to a receipt signed by the Police Chief upon the filing of the "Employer's Report of Work-Related Accident or Occupational Disease" form and authorization for release of health information described above.

(b) Payment of Benefits Prior to Determination of Eligibility.

1. If a police officer is disabled due to an alleged on-the-job incident and is thereby caused to miss work, and a form "Employer's Report of Work-Related Accident or Occupational Disease" and authorization for health information have been filed with the Police Chief within five (5) business days of the incident, the police officer will receive his or her benefits pursuant to Section 207-c, including regular salary and wages, from the first missed day of work. If a police officer or his or her representative have not filed the required Employee's Report of Work Related Injury and medical authorization within five (5) business days of the incident, the police officer will be considered to be on sick leave until such time as the Employee's Report of Work Related Injury and medical authorization are filed with the Police Chief.

2. If a police officer is ultimately determined to not be entitled to Section 207-c benefits, the City shall be entitled to recoupment of all Section 207-c benefits paid as set forth in Article VIII of these procedures.

3. Payment of a claimant's medical treatment and hospital care expenses shall not constitute an admission by the City of the claimant's eligibility for Section 207-c benefits.

(c) Preliminary Determination by Administrator.

1. Within fourteen (14) calendar days of submission of the Employee's Report of Work Related Injury and medical authorization to the Police Chief, the administrator shall issue a preliminary determination of eligibility in accordance with Article IV of these procedures. If the police officer's 207-c claim is preliminarily denied, then, within ten (10) days of receipt of the Administrator's preliminary determination, the police officer or any interested party on his or her behalf, may complete the claim for benefits (see Appendix A-4) form provided to the police officer by the Administrator with the preliminary denial letter (see Appendix A-3) and then may submit it and a Request for Reconsideration and Hearing (see Appendix A-5) to the Administrator.

2. If the claim for Section 207-c benefits is preliminarily accepted by the Administrator as a Section 207-c claim, then the police officer or his or her representative shall, within ten (10) days of receipt of the City's acceptance letter, complete and submit the application for 207-c benefits form (see Appendix A-4) provided with the preliminary acceptance letter.

3. The forms to be completed and submitted by the claimant, whether a claim is preliminarily denied, or accepted, shall be accompanied by the signed letter or certification of the police officer's treating physician that the claimed injury or sickness is causally related to the police officer's performance of duties. A completed current form known as "Doctor's Initial Report" of the NYS Workers' Compensation Board shall be sufficient for this requirement.

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<sup>1</sup>The filing of an Employee's Report of Work Related Injury form in support of a claim for benefits under Section 207-c as a report of accident shall not serve as an admission that an injury or illness is governed by Workers' Compensation in lieu of Section 207-c.

(d) Hearing Procedures.

1. Within thirty (30) calendar days of the police officer's submission of the Request for Reconsideration and Hearing and submission of a physician's certificate or letter or C-4 to the Administrator as provided for in the previous paragraph, a hearing date will be agreed upon between the parties. A police officer has the right to be represented by an attorney at the hearing. Unless impractical, the hearing will be held within sixty (60) days of the police officer's submission of the Request for Reconsideration and Hearing and submission of physician's certificate or letter or C-4.

2. The parties will select an independent hearing officer mutually agreed upon by the parties or their attorneys. If the parties cannot agree, then the parties shall jointly apply to PERB for a list of hearing officers from which a selection shall be made according to PERB rules.

3. Within thirty (30) calendar days of the closing of the hearing record, the hearing officer shall issue a written recommendation to the City Manager, based upon his or her findings of fact, limited to the police officer's eligibility to receive benefits under Section 207-c. Costs of the hearing shall be the sole responsibility of the City.

4. Within thirty (30) calendar days of receiving the hearing record, findings of fact and recommendation of the hearing officer, the City Manager shall make a final determination of the police officer's eligibility to receive benefits under Section 207-c. This final determination shall be in writing, and is reviewable pursuant to Article 78 of the CPLR.

5. If the police officer prevails in an Article 78 Proceeding challenging the City Manager's determination, he or she is entitled to reimbursement of attorneys' fees actually paid in prosecuting the proceeding, not to exceed the amount of the attorneys' fees paid to the City's attorneys for defending the proceeding. Each party is entitled to disclosure sufficient to insure the reasonableness of the attorneys' fees charged.

**Article IV – Authorities and Duties of the Administrator.**

(a) The Administrator shall have the sole and exclusive authority to make a preliminary determination as to whether a claimant is entitled to Section 207-c benefits. In making this decision, the Administrator shall examine the facts and circumstances of the case, evaluate the incident report and medical records provided pursuant to the claimant's authorization, and shall have the right to conduct an investigation to preliminarily determine whether the claim should be paid under Section 207-c.

(b) In making the preliminary determination, the Administrator shall have the authority to: (1) require the production of any book, document, or other record that pertains to the incident; (2) require the claimant to submit to one or more medical examinations at the City's expense; (3) require the attendance of the claimant to give a statement upon reasonable notice (claimant's counsel may be present); (4) require the claimant to sign HIPAA-compliant forms for the release medical information; and (5) employ any expert or specialist that may be helpful in reaching a determination upon a Section 207-c application.



#### **Article V – Clothing Allowance/Vacation Days/Sick Leave/Line-up Pay.**

(a) A Section 207-c eligible police officer shall have his or her clothing allowance prorated in that year for the time worked if the police officer is off duty for a total period greater than six (6) months.

(b) A Section 207-c eligible police officer's accumulated vacation days will be preserved, but no new days will be accumulated after six (6) months of disability. During the first six (6) months of disability, vacation days will accumulate only based upon time in service. A police officer on Section 207-c benefits shall be permitted to carry over all accumulated vacation days from one year to the next.

(c) Sick leave days will be preserved unless it is determined that the police officer is not entitled to Section 207-c benefits, at which time they will be applied to the City's recoupment of benefits paid as provided in Article VIII. There will be no sick leave day accumulation while a police officer is receiving Section 207-c benefits.

(d) A Section 207-c eligible police officer shall have his or her line-up pay prorated in that year for the time worked if that officer is off duty for a total period greater than six (6) months.

(e) The City will continue to provide individual/spousal/family healthcare coverage to officers who have been determined to be either injured in the performance of duty and/or taken sick as the result of the performance of duty for the duration of their disability, as long as the officer continues to contribute his/her portion of the premium should contribution be required.

#### **Article VI – Medical Treatment, Reports and Payments.**

(a) Medical Treatment. The City may require any recipient of Section 207-c benefits to be treated for his or her injury or illness by a physician or physicians appointed by the City for this purpose in accordance with Section 207-c(1).

(b) Medical Inspections. The City may, from time to time, require any claimant to submit to one or more examinations by a physician or physicians chosen by the City for this task, at City's expense.

#### **Article VII – Light Duty Assignments.**

Police officers may be assigned to light duty as provided in Section 207-c (3). Police officers will be given written notice of their assignment to light duty by the Police Chief. The Police Chief shall notify the City Manager when any employee of the Police Department is assigned to light duty.

#### **Article VIII – Recoupment of Benefits Paid.**

(a) The City shall be permitted to recoup Section 207-c benefits paid when no timely request for a hearing is made after the Administrator's preliminary determination denies Section 207-c eligibility. The City shall also be entitled to recoup Section 207-c benefits paid after a final determination by the City Manager that the police officer was not eligible for Section 207-c benefits and the police officer does not seek Article 78 review. Finally, recoupment will be

permitted against a police officer after an Article 78 Proceeding which is adverse to the police officer once all rights of appeal are exhausted or waived.

(b) The recoupment of lost wages will be first pursued through the police officer's sick leave unless the City agrees to an alternative at the City's sole discretion.

(c) If the police officer's sick leave is insufficient, then recoupment of lost wage benefits shall be sought through the police officer's vacation leave.

(d) If the police officer's sick leave and vacation leave are insufficient for recoupment of lost wage benefits paid, the City has a right to recoupment through the following garnishing techniques after demand for payment and no tender of payment is forthcoming from the police officer: (i) If the police officer is still employed by the City, up to 10% of their gross income may be garnished; (ii) For police officers who are about to retire, their "close out" pay will be used toward satisfaction of Section 207-c recoup obligations.

If the police officer is covered by the City's health insurance plan, recoupment of medical expenses shall first be sought from that plan. While the City is self-insured for health insurance, the City will accept a police officer's Section 207-c claim or Workers' Compensation Claim as notice for health insurance benefits purposes. If the City commences health insurance with a separate carrier, the parties agree that separate notice by the police officer to that carrier may be required.

#### **Article IX – Changes in the Condition of a Section 207-c Recipient.**

It is acknowledged that any Section 207-c recipient should notify the Administrator of any change affecting eligibility for benefits. To that end, the City may require certification by the 207-c recipient and his or her physician as frequently as every six (6) months that the recipient has been and continues to be disabled. If the City determines that any change of condition has occurred which enables the recipient to return to normal duties, and, if challenged, that determination is upheld, the recipient shall be liable to the City for all 207-c benefits received on or after the date of said change arose, which date shall be either the date of certification by the City's physician or the date it was proved to have arisen.

#### **Article X – Right to Perpetual Review and Examination.**

(a) Police officers receiving Section 207-c benefits shall submit to medical examinations and inspections as required by the City. The number, time, place and manner of the medical examinations or inspections shall be reasonable. The City shall pay all costs associated with attending any medical exam required by the Administrator. For purposes of calculating such costs, the police officer's residence shall be considered the City of Watertown.

(b) Based upon the medical examinations and inspections, or other factual information coming to the knowledge of the City, the City may require a hearing to determine the police officer's continued eligibility to receive Section 207-c benefits. The City shall notify the Section 207-c recipient by certified letter of its desire to hold such a hearing to contest continued eligibility or to otherwise change eligibility for Section 207-c benefits. The hearing shall be conducted by one of the Hearing Officers selected by the parties to hear claims for 207-c benefits, who shall make recommendations to the City Manager as outlined in Article III of this Agreement.

**Article XI – Exclusivity of Procedures.**

These procedures are the sole exclusive procedures for determining a police officer's eligibility for benefits under Section 207-c. As such, a police officer shall have no right to challenge decisions of the Administrator or City Manager regarding eligibility or continued eligibility for Section 207-c benefits under the grievance machinery included in any collective bargaining agreement to which the police officer or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. The scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.