

LABOR AGREEMENT

Between

The Town of Saugerties

- With -

Chief Joseph A. Sinagra

January 1, 2022

- To -

December 31, 2024



Adopted by the Saugerties Town Board on January 5, 2022

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THIS AGREEMENT, made and entered into the ___ day of _____, 2022 by and between,
THE TOWN OF SAUGERTIES, Ulster County, New York a Municipal Corporation
organized under and existing, by virtue of the laws of the State of New York and

Chief Joseph A. Sinagra

WHEREAS, it is the intent and purpose of the parties hereto, by entering into this agreement to promote harmonious and cooperative relationships between the Board, and the Chief, and to protect the public by assuring, at all times, the order and uninterrupted functions of government and to comply with all statutory requirements of the Civil Service Law, and the Public Employee's Fair Employment Law.

NOW, therefore, the parties hereto mutually agree as follows:

ARTICLE 1. DEFINITIONS

Certain words or terms, when used in this agreement, shall have the following meanings:

- (A) **CHIEF.** The Town of Saugerties Police Department Chief, **Joseph A. Sinagra**, a Management Employee of the Town of Saugerties Police appointed pursuant to applicable sections of the New York State Civil Service Law.
- (B) **DEPARTMENT.** The Town of Saugerties Police Department.
- (D) **BOARD.** The Town Board of the Town of Saugerties, Ulster County, New York.
- (E) **TOWN.** The Town of Saugerties, Ulster County, State of New York.
- (F) **WEEK.** The period of seven (7) days commencing at 0001 hours on Sunday and concluding at 2400 hours on the following Saturday.
- (G) **YEAR.** Unless otherwise specified, the annual period commencing January 1st and ending December 31st.

ARTICLE 2. MANAGEMENT RIGHTS

- A. The Chief shall make recommendations for appointments and terminations within the Department as consistent with the provisions of the Civil Service Law and with the Board's duties and responsibilities.
- B. The Chief shall be a member of the negotiating team with regard to Department negotiations conducted pursuant to Article 14 of the Civil Service Law.
- C. The Board reserves the right to terminate the employment of the Chief pursuant to cause based upon Article 5, Title B of the Civil Service Law of the State of New York.

ARTICLE 3. CHIEF’S RIGHTS

3.1 DUTY HOURS

The criteria used to establish the normal work week for the Chief of Police will be the accomplishment of the Mission of the Department. The normal work week will be 8 normal business hours in a 24-hour period and 40 hours per week. Any hours in excess of the norms, or less than the norms, which are required to complete the Department Mission, will not result in any additions to or deletions from his normal salary.

3.2 DISCIPLINARY ACTION

Disciplinary action taken against the Chief by the Board shall be in accordance with Article 5, Title B of the Civil Service Law of the State of New York.

3.3 WORKING CONDITIONS

The Town of Saugerties shall make reasonable provisions for the safety and health of the Chief during the hours of his employment. Due to the on-call nature of his duties, the Board will assign a new unmarked police vehicle on a 24-hour a day’s basis to the Chief of Police. This vehicle will be used exclusively for police-related matters or on-call availability when it is used outside of the Town of Saugerties. (With respect to frequency / replacement; Lease vehicles should either be purchased out right at the lease end (If the vehicle is in roadworthy condition), or roll the lease into a new lease vehicle, or purchase a new police vehicle, unmarked car) If financially the town is not in a position to purchase / lease a new vehicle, when upon the agreement of both the Chief of police and the Town Board that the current vehicle, the police chief is assigned is in need or replacing, the Town Board shall ensure that the chief is provided with a vehicle that is suitable for his duties and has passed all NYS safety inspections and shall have no more than 30,000 miles on its odometer.

3.4 OFF-DUTY EMPLOYMENT

Due to the nature of the job responsibilities, the Chief, other than being a NYS DCJS Accreditation Assessor, is prohibited from engaging in any other outside employment unless such employment is specifically approved in advance by the Board.

3.5 Labor Management Meetings

The Chief is expected to be present at all regular Labor Management meetings. He will attend all special meetings of the Board when directed to do so by the Board.

3.6 INDEMNIFICATION

(A) The Town shall assume all risks incident to the operation of the Department and will indemnify and defend the Chief of Police against all claims and or actions arising from any accident, injury or damage whatsoever to any person or property arising in the conduct of the lawful discharge of his duties within the scope of his employment, and against all expenses and liabilities incurred in connection with such claims or actions brought thereon. The provisions of this paragraph shall not be construed so as to diminish the indemnification provisions of Section 18 of the Public Officers Law.

(B) If the Chief receives a demand, notice of claim, summons or other notice of process relating to his conduct as Chief, he shall submit a copy of such document to the Town Supervisor within 48 hours or the next business day (whichever shall be later) after it is received by the Chief or the Chief has actual notice of its receipt.

(C) If the Chief is subject of any claim or action against the Department he shall be obligated to fully cooperate in the investigation and defense of such claim or action and to furnish all information within his knowledge to the Board and their Attorneys, insurance adjusters, agents and/or designees.

(D) **FALSE ARREST CLAIMS.** The Town will provide legal counsel of its choice for the Chief in the event a civil or criminal complaint is filed or he is sued for alleged false arrest or abuse of authority, provided such claim, arrest or suit results from the Chief's action in the scope of the Chief's employment. Such assistance will be provided at no cost to the Chief.

3.7 FUTURE LABOR AGREEMENT

(A) Negotiations for the Chief's next Labor Agreement shall commence prior to the expiration date of this Labor Agreement.

(B) In the event that conference and negotiations fail to result in a New Agreement prior to the expiration of this Agreement, this Agreement shall remain in full force and effect beyond its expiration date until such time as a new Agreement is executed.

(C) The Chief, and the Town Board agree that this Contract, upon mutual agreement in writing, may be terminated.

ARTICLE 4 CLOTHING ALLOWANCE

(A) The Chief shall receive, without charge, a "Complete Issue" of all seasonal uniforms and accessories needed to conform to the equipment and clothing list contained in the Department Uniform Police Statement. He will also receive any additional items of clothing, unique to his position, that are authorized by the Board.

(B) The Chief will receive a cleaning allowance comparable to the cleaning allowance received by the PBA Contract.

(C) The Chief shall receive all additional or replacement uniforms and accessories from the Department at no cost to the Chief. If an item is to be replaced by a new item, the Chief will turn into the Department's Quartermaster, the item to be replaced and obtain a replacement item from the Department's Quartermaster.

(D) If any uniform item, accessory, equipment, or personal item of the Chief is damaged while in the performance of his duties, it shall be repaired or replaced by the Department at no cost to the Chief.

(E) If there is any change in uniform, or part thereof, or any additional item of uniform is required by the Department, except for optional items, the cost thereof shall be borne by the Department.

ARTICLE 5 VACATION

(A) The Chief shall be entitled to twenty-five (25) days of vacation per year. The Town Board will be notified of all leave.

(B) All vacation time shall be compensated at the Chief's current salary rate. The Town Payroll Department will be notified of all vacation time taken by the Chief.

(C) The Chief shall be entitled to accumulate no more than twenty (20) days of unused vacation time at the end of each year. If he has accumulated more than twenty (20) days as of December 31st of the contract year, he will be compensated in an amount equal to the number of unused days in excess of twenty (20) days. Any vacation time accumulated prior to this Agreement period will be credited to the Chief's accumulated vacation day account.

(D) Upon his death or termination of employment with the Department, the Chief or his estate shall be paid an amount equal to the value of the accrued unused vacation time he would have been entitled to had he continued in employment.

ARTICLE 6 HOLIDAYS

(A)The Chief shall be entitled to time off, at his option, to the fourteen (14) holidays listed below during this agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Election Day

(B) If the Chief is required to work on a holiday or any portion thereof, he will receive another day off in lieu thereof.

ARTICLE 7 COMPENSATED LEAVES OF ABSENCE

7.1 SICK LEAVE

(A) The Chief shall be entitled to twenty (20) days of leave, without loss of pay, during each contract year for personal illness of the Chief or a member of his personal family. The Chief may sell back to the Town up to 10 sick days per year.

(B) The Chief shall be entitled to accumulate unused sick days at the end of each contract year to a maximum of 175 days. These accumulated days may be used after the Chief has depleted the sick days he is entitled to in paragraph (A). Any sick days accumulated prior to this contract period shall be credited to his accumulated sick day account.

(C) All sick leave taken by the Chief shall be reported to the Town Payroll Department.

(D) In the event of the death of the Chief, or his retirement under the New York State Retirement System, the Chief, or his estate, shall be paid the value of the accumulated unused sick leave, up to 175 days as of the date of the death or retirement. The value shall be based upon the salary schedule then in effect.

7.2 OCCUPATIONAL INJURY/SICK LEAVE

If the Chief is injured in the performance of his duties, or is taken ill as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, he shall be compensated by the Department in the manner provided in Section 207-c of the General Municipal Law, pursuant to the 207-c procedures contained in the Agreement between the Town and the PBA.

7.3 BEREAVEMENTLEAVE

The Chief shall be entitled to five (5) consecutive day's absence from employment, with pay, commencing with the date of notification of death, not chargeable to sick leave, for each death in the family of the Chief or his spouse. "**FAMILY**" is defined to include the parents, children, spouse, brothers, sisters, grandchildren or grandparents of the Chief or his spouse. Up to one additional day may be granted, for attendance at a funeral at the discretion of the Board.

7.4 PERSONAL LEAVE

The Chief shall be entitled to four (4) days leave per year non-cumulative to conduct personal business that cannot be transacted when the Chief is off-duty. The Chief may sell all four days back to the Town each year if such days are not utilized as time off.

7.5 CONFERENCE LEAVE

The Chief shall be entitled to attend the Annual Conferences of The FBI National Academy and the New York State Chiefs of Police, in addition to one additional conference, approved by the Board, each year. Conferences travel shall be limited to the Continental United States. The cost of attendance at these conferences will be borne by the Town provided, however, that the maximum expense that will be borne by the Town SHALL NOT exceed \$3,000.00 annually.

ARTICLE 8 PHYSICAL AND MEDICAL CARE

(A) The Town shall provide full health and hospitalization insurance, which shall cover the Chief, his spouse, and all his eligible dependents up to the maximum age allowed by the carrier providing the coverage.

(B) Upon his retirement under the New York State Policemen’s and Firemen’s Retirement System section 384(d), with at least, Five (5) years of service with the Town of Saugerties immediately preceding retirement, the Chief shall continue to be provided full hospitalization care through the Town with the retired Chief’s annual contribution not to exceed 40% of total coverage. Coverage provided (Family / Individual) shall be in the same category as was being provided prior to retirement. In the event of the death of the employee after retirement, the Town will continue to provide coverage for the surviving Spouse and children for a period of one year after his death.

(C) The Chief will have a complete annual physical examination by his Family physician. The examination shall include all laboratory tests required and a biennial electrocardiogram. A report of the examination shall be furnished to the Chief. The physician at the direction of the Chief, is to disclose to the Board any abnormal findings which, in the judgment of the physician, should be corrected to which might hinder the chief in the performance of his duties.

(D) The Chief shall be required to maintain the standards of physical fitness and condition as prescribed in the Department’s Policies and Regulations.

(E) The Chief shall be entitled to the same improvements and Medical, Dental or Optical plans that may be provided in the future to other Town or Police employees. In no event shall the Chief’s health benefits be less than those provided by the Town to any present employee.

ARTICLE 9 RETIREMENT

The Chief shall be, at no cost to himself, provided with a twenty (20) year retirement plan in accordance with the provisions of Section 384(d) of the New York State Police and Firemen's Retirement Plan.

ARTICLE 10 COMPENSATION

10.1 GENERAL PROVISIONS

The base wage and longevity for the Chief shall be paid as set forth herein during the calendar year.

10.2 SALARY

(A) Effective January 1, 2022, the Chief’s annual base salary will be set at \$112,293. Each year thereafter the Chief’s base salary will increase by the same percentage as the PBA.

(B) The Chief shall receive Max Longevity Step as set-forth in the PBA's contract.

(C) The Chief shall not be entitled to overtime for hours worked in excess of 8 hours in a day or 40 hours in a week. The Chief shall be entitled to compensatory time, hour for hour, for all hours worked or any part thereof. The Chief shall take said compensatory time off within the same pay period earned, but no later than the following pay period.

(D) The Chief, in recognition that some appearances are best suited for and or require plainclothes appearance, will receive \$500.00 / year for the purchase of suits, shirts and ties. The Chief will provide the Town with receipts upon request.

10.3 REIMBURSEMENT FOR COLLEGE TUITION

The Department will reimburse the Chief in an amount not to exceed \$1,500.00 per calendar year, for the cost of tuition and related expenses for job-related courses, provided he completes the course with a grade of C (or 70 if numerical grades are given) or better.

10.4 MEMBERSHIP FEES AND EXPENSES

The Department will pay for the cost of the Chief's membership in the following Chief of Police organizations:

1. New York State Association of Chiefs of Police
2. Mid-Hudson Chiefs of Police Association
3. Ulster County Chiefs of Police Association
4. FBI National Academy Association

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 MERGER

This Agreement contains the entire agreement between the parties. All prior negotiations, statements or representations are merged herein. The parties acknowledge each to the other that they have not made or relied upon any other representations, statements or agreements except those specifically set forth herein.

11.2 MODIFICATION

No change, modification, waiver or termination of any of the terms and provisions of this agreement is binding between the Town of Saugerties and the Chief unless the same is in writing and signed by a duly authorized representative of the Board and The Chief.

11.3 LEGISLATIVE APPROVAL

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 additional funds therefore shall not become effective until the appropriate legislative body has given approval.

11.4 SAVINGS CLAUSE

If any provision of this Labor Agreement shall be declared illegal, or an unfair labor practice by reason of an existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, then such invalidation of a portion of this Labor Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining portions shall remain in full force and in effect. Within twenty (20) days after a provision of this Labor Agreement is declared to be illegal, or an unfair labor practice, the Town Board and the Chief will meet for the purpose of negotiating substitute terms which would overcome the provision found to be objectionable.

ARTICLE 13 DURATION

This agreement shall remain in effect until **December 31, 2024.**

IN WITNESS THEREOF, the parties have caused this agreement to be executed in triplicate on the first day written above.

Town Supervisor:

By: _____

Fred M. Costello

Dated: _____

Notary:

Witness to this____**day of** _____**2022**

Chief of Police:

By: _____

Joseph A. Sinagra

Dated: _____
