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POL 8261

LABOR AGREEMENT  
BETWEEN  
TOWN OF CICERO  
AND  
THE CICERO POLICE BENEVOLENT ASSOCIATION  
  
FOR THE PERIOD OF  
JANUARY 1, 2008-DECEMBER 31, 2010

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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ARTICLE I

ARTICLES OF AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_, by and between the Town of Cicero, New York (hereafter "Town") and the Cicero Police Benevolent Association (hereafter "PBA" or "Association,") collectively referred to as the "parties."

WHEREAS, the Town and the Association desire to promote and maintain harmonious and cooperative relations and to work together for the public safety, all in accordance with the Public Employees' Fair Employment Act;

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements hereinafter contained, the Town, through its Chief Executive Officer and appropriate legislative body, and the Association, through its duly authorized representatives, have exchanged mutual promises, as follows:

ASSOCIATION STATUS

A representation proceeding having been conducted between the parties hereto by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of the Procedure of the Board, it was certified that the Cicero Police Benevolent Association was designated and selected by a majority of the employees of the Town, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included in the Unit are all sworn Police Officers, Sergeants and Lieutenants. Excluded are the Captain, Chief of Police, and civilian dispatcher(s).

TOWN MANAGEMENT

The Association agrees that the Town has complete authority over policies and administration of the Town of Cicero Police Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement.

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specified provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Town of Cicero Police Department, expressly the Chief of Police, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- To reprimand, suspend, discharge, or otherwise discipline employees for cause;

- To determine the number of employees to be employed;
- To determine their qualifications and assign and direct their work;
- To promote, demote, transfer, lay off by reversed seniority and recall back to work by seniority;
- To set standards of services and services delivered;
- To issue, amend and revise policies, rules, regulations and practices;
- To take whatever actions is either necessary or advisable to determine, manage, and fulfill the mission of the Town of Cicero Police Department and to direct the Department's employees.

The Department's failure to exercise any right, prerogative, or function hereby reserved to it, or the Department's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Department to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## ARTICLE II PBA REPRESENTATION

The Town agrees to permit the PBA President and/or his/her duly authorized designee to confer during normal working hours with the appropriate Town representatives and unit employees in all matters relating to grievances and terms and conditions of employment without loss of pay. Such conferences will not exceed 60 minutes during the duration of the shift, unless authorized by the shift supervisor.

## ARTICLE III PBA TIME

The Association's members shall have the right to attend all regular monthly meetings and special meetings of the Association during their scheduled tour of duty with pay, so long as the meetings are held within the Town and providing said officers are available via portable radio to respond to calls. Time out of service shall not exceed two (2) hours.

The PBA President or his/her designee shall be granted time off from his/her scheduled tour of duty with pay for the purposes of attending all regular and special sessions conducted by the New York State Union of Police Associations, Inc., which do not exceed more than (3) three scheduled working days per calendar year. The PBA President or designee may be relieved with pay to attend an Association conference for no more than (5) five days concurrently once per calendar year.

The PBA President or his/her designee shall be granted time off from his/her schedule tour of duty without loss of pay for the purpose of representing the Association as an honor guard in the funeral of a police officer killed anywhere in upstate New York State in the line of duty. The Town shall provide such honor guard with a marked patrol car for the honor guard's use at no cost or expense to the honor guard.

ARTICLE IV  
CONTRACT NEGOTIATIONS

The PBA President, Vice President, Recording Secretary or their designee shall be granted time off with pay from their schedule tour of duty to represent the Association in all contract negotiations, provided they are available via portable radio to respond to emergency calls.

ARTICLE V  
UNIFORMS AND EQUIPMENT

Section 1: Uniforms and Equipment

The Town shall, at its own cost and expense, provide the following uniforms and equipment to all uniformed officers presently on the force and to every newly appointed uniformed officer:

- Long Sleeve Shirt 3 F/T and 2 P/T
- Short Sleeve Shirt 3 F/T and 2 P/T
- Protective Gloves 1 pair
- Rubber Gloves with Duty Belt Case 1
- Penal Law/CPL/V&T books with updates 1
- Wallet Badge with Case 1
- Pants 3 F/T and 2 P/T
- Name Plates 2
- Pants Belt (nylon or plain) 1
- Gun Belt (nylon or leather) 1
- Utility Belt Keepers 4
- Hat and Cover 1
- Winter Jacket w/liner 1
- Metal Breast Badge 1
- Jacket Badge Patches 2
- Handcuffs 1
- Handcuff Case 1
- Expandable Baton 1
- Baton Case 1
- Traffic Vest 1
- 9mm Glock Model 17 1
- Holster 1
- Ammunition Magazines (18-round capacity) 3
- Double Magazine Case or Equivalent 1
- Spring Jacket 1
- Rain Coat (short reversible type) 1 each officer
- Ballistic Vest with Quilted Outer Shell 1  
(Ballistic Vests will be replaced every 5 years from date of issuance)
- Collar Brass 2



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Section 2: Footware

The Town will reimburse uniform officers up to \$150.00 (One Hundred Fifty Dollars) for foot ware. The Chief of Police or his designated officer will determine the color of such footware and authorize replacement following inspection. A receipt will be required for reimbursement. Disputes relative to the Chief's decision shall be grievable through the Grievance Procedure.

Section 3: Clothing Allowance- Full Time

Full-time officers assigned to fulltime plainclothes assignment shall receive reimbursement up to \$400.00 for annual clothing allowance. Such full-time plain-clothes officers shall submit receipts at the end of the year and be reimbursed for the money expended up to a total of \$400.00.

Section 4: Clothing Allowance – Part Time

Part-time officers assigned to a plainclothes assignment on a permanent basis shall receive reimbursement up to \$250.00 for annual clothing allowance. Such part-time plain-clothes officers shall submit receipts at the end of the year and be reimbursed for the money expended up to a total of \$250.00.

Section 5: Transferees, Re-Assignees, etc.

Newly promoted, transferred or re-assigned officers to the Field Services Section shall be supplied, by the Town and at the Town's expense, with all additional clothing and/or equipment required in connection with their position, which shall not exceed items as listed in Section 1 Article V of this agreement.

Section 6: Replacement and Repair

Uniforms and equipment shall be replaced or repaired as needed at the Town's cost and expense. The decision as to whether a particular item needs to be replaced or repaired shall be made initially by the Chief or designee. Disputes relative to the Chief's decision shall be resolved through the Grievance Procedure.

ARTICLE VI  
HOURS OF WORK

Section 1:

A. Shift Hours

- A-Watch: 10:00 p.m. to 6:00 a.m.
- B-Watch: 6:00 a.m. to 2:00 p.m.
- C-Watch: 2:00 p.m. to 10:00 p.m.
- D-Watch: 8:00 p.m. to 4:00 a.m.
- Watch Supervisor
  - First shift: 8 hour consecutive period between 6:00 a.m. to 6:00 p.m.
  - Second shift: 8 hour consecutive period between 6:00 p.m. to 6:00 a.m.

B. Minimum Staffing.

- A-Watch: 10:00 p.m. to 6:00 a.m.,
  - 1 police officers per shift
- B-Watch: 6:00 a.m. to 2:00 p.m.,
  - 2 police officers per shift
- C-Watch: 2:00 p.m. to 10:00 p.m.,
  - 2 police officers per shift
- D-Watch: 8:00 p.m. to 4:00 a.m.,
  - shift will be filled by 1 officer when a supervisor is not working
- Watch Supervisor Shift:
  - Hours Determined by Chief of Police
  - One supervisor any eight hours continuous between 0600 - 1800
  - One supervisor eight continuous between 1800-0600 hours

Shifts will be staffed based on minimum staffing as described in Section B. Part time officers will be given first preference based on seniority to fill vacant patrol shifts when staffing falls below minimal staffing as described in Section B.

Supervisor is defined as any officer holding the rank of Sergeant or Lieutenant assigned to the Field Services Section.

The Association agrees, however, that the duty hours of each shift listed above in Section 1(A) may be modified once annually during the life of this Agreement upon thirty (30) days written notice to the PBA.

The Chief of Police may establish, as needed, additional shifts to be filled by either fulltime or part time police officers.

Fulltime officer(s) assigned to the crime resource section as investigator shall work a 5/2 schedule (Monday – Friday) schedule within the hours of 6:00 a.m. to 11:00 p.m. The officer will be provided with 17 days off to compensate for the regular 4/2 schedule field service section officers work. The additional days off will be schedule as such;

- November – March: 1 Friday off and 1 Monday each month although no two investigators will be allowed to take the same pass day.
- April - October: 1 Friday off each month although no two investigators will be allowed to take the same pass day

Section 2: Shift Distinction.

The Chief of Police will determine which shifts and hours will be staffed by full-time police officers. Changes will require thirty (30) days advanced notice.

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The Chief of Police agrees that in the event a member is reassigned and/or transferred, a notice of five (5) calendar days (excluding the date of notification, including the date of reporting to the new assignment) shall be given, except in the case of an emergency, as determined by the Chief of Police. A reassignment and/or transfer shall be defined as a change of pass group, watch, work assignment or work shift.

### Section 3: Exchanges

Unit employees shall be allowed to exchange tours of duty and/or days off, so long as the exchange does not countermand a disciplinary assignment, training requirements, nor entitles either officer to overtime. Approval of the Chief of Police or his/her designee is required in all case. Such approval shall not be unreasonably withheld.

### Section 4: Changes in Schedule

After the schedule is completed, no deletions will be made unless pursuant to the provisions listed below or with the permission of the Chief or his/her designee:

- Primary Full-Time Employment Conflict: automatic authorization for part-time employees only. This includes vacation approved by primary full-time employer.
- Vacation: Vacation shall be granted pursuant to department rules and regulations.
- Removal from Completed Schedule (Part-Time Members Only): to request leave for one (1) tour of duty, written notice at least five (5) days in advance of day requested off, not including day scheduled to work, is required. Authorization granted only with approval from Chief of Police or designee.
- Sick Leave: Sick leave is authorized pursuant to department rules and regulations.
- Personal Leave: Only Full-Time members shall be eligible for personal leave. Personal leave is authorized pursuant to department rules and regulations.
- Leave of Absence: (Any Period of Time Consisting of Thirty [30] Days or More Concurrently): only with the recommendation of the Chief of Police and authorization from the Town Board.
- School: Schooling at any Accredited University, College, or Vocational School requires thirty (30) days notification and authorization from Chief of Police or his designee.

### Section 5: Supervisory Staffing of Shifts

The Association agrees that one evening shift starting after 1800 hours, each day of the week and any other supervisory shift hereafter created will be staffed by a Sergeant. If a Sergeant is not available for a supervisory shift, then the shift may be staffed by a Senior Ranking Officer (SRO).

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The Chief of Police maintains the sole and exclusive discretionary authority to establish the duties and responsibilities of the SRO position; determine the qualifications and training requirements for the position; and appoint one or more Officers to the position, subject only to the following limitations:

- a. The pool of Officers eligible to apply for the SRO position will be comprised of those Officers with at least three years of service (FTE) with the Town Police Department.
- b. Notwithstanding the foregoing, the Chief of Police will consider all eligible applicants for the position in a fair and equitable manner, and may not apply the qualifications or training requirements in an arbitrary and capricious manner to deny appointment to an otherwise qualified application who clearly and convincingly meets the requirements established by the Chief of Police.

If neither a Sergeant nor SRO is available, then the senior police officer will take on responsibility of SRO. The SRO will be compensated 1 hour overtime added per SRO shift. The Chief of Police may not act in the capacity of evening shift Sergeant.

#### Section 6: Work Year and Cycle.

A work year for full-time employees shall be 1944 hours. Unless otherwise agreed upon all Full-Time unit employees shall have a work schedule commonly known as a "4-2," i.e., a work cycle consisting of four [4] consecutive days of work followed by two [2] consecutive days off, then repeat the cycle.

#### Section 7: Duty Tours.

The duty tours for full-time employees shall be bid annually pursuant to department rules and regulations. Unless otherwise provided by law, all full-time competitive class officers will make shift selections by their start date with the Town of Cicero Police Department. Seniority shall be defined as the officer with the earliest start date with the Town of Cicero Police Department. The senior officer will have the first selection, then the next senior officer, progressing in order to least senior officer.

#### Section 8: Maximum Hours

No part-time non-competitive status officer shall work in excess of 1040 hours annually. All officers shall work shifts not in excess of eight (8) hours per day unless authorized by competent authority. No such officer shall work in excess of forty (40) hours per pay period unless authorized by the Chief of Police or designee.

#### Section 9: Part-Time Non-Competitive Scheduling

Unless authorized by the Chief of Police or his designee, all part-time non-competitive status employees shall continue to select shifts in the "3/2" (40 hours per pay period) rotation based on availability. The duty tours for part-time employees shall be selected

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by seniority pursuant to department scheduling policy. Seniority in this case is determined by time served with the Town of Cicero Police Department.

Section 10: Hold-Over

If an officer scheduled for a regular tour of duty is unable to work that tour the Chief of Police or his/her designee may hold over the least senior officer working the previous tour to work the vacant tour of duty, so long as any overtime is first offered to officers then working by seniority; and the hold-over does not conflict with the officer's primary employment schedule. In unanticipated situations where there is no officer available to "hold-over" the Chief of Police or his/her designee may compel unscheduled full-time officer(s) to report to work for that shift.

ARTICLE VII

HIRING AND PROMOTION OF COMPETITIVE STATUS OFFICERS

The Chief of Police with the approval of the Town Board has ultimate authority in the hiring and promoting of all Police Officers in the Town of Cicero Police Department.

All appointments and promotions will be based on several factors, including seniority, performance, skills, attitude, knowledge of basic police practice, knowledge of laws, community awareness, and practice of community policing ideals.

Any police officer who has transferred from another police agency must be employed with the Town of Cicero Police Department for at least one year prior to being eligible for promotion.

Any full-time member who is qualified may take the civil service police promotional exam as follows:

- Any member working A, C, or D shift will have the shift off with pay if the exam is scheduled for the following day.
- If the member is scheduled to work when the exam is administered, the member will be relieved, with pay, to take the exam. Following the exam the member will immediately return to work if the member has four (4) or more hours remaining in the shift.

ARTICLE VIII

OVERTIME

Section 1: Pay Rate.

Any unit employee who is required to work more than eight (8) hours continuously following the same tour of duty or more than forty (40) hours in a work week shall be paid for the additional time at one and one-half times (1 ½) the regular hourly rate, and shall be compensated for such time to the nearest one-quarter (1/4) hour.

Section 2: Eligibility.

All employees may be called upon to work overtime.

Section 3: Mandatory Assignments.

Mandatory assignments for full time employees will be administered based on reverse seniority and on a rotating basis. Unless there is an emergency need to mandate assignment to a full time employee, mandatory assignments will first be offered to part time employees on a voluntary basis based on reverse seniority and on a *rotating basis*.

ARTICLE IX  
CALL-IN TIME

Section 1: Call-in:

Call-in is defined as being called back to duty after the officer has been relieved from duty and left the department.

A full time unit employee who has completed his/her regular tour of duty and is called in back to work shall receive a minimum of three (3) hours pay at the applicable overtime hourly rate. Overtime hourly rate shall be defined as time and one-half.

A part time unit employee who has completed his/her regular tour of duty and is called-in back to work shall receive a minimum of three (3) hours pay at the applicable hourly rate.

Section 2: Re-call Part Time Unit Employee:

A part time unit employee who has completed his/her regular tour of duty and is recalled back to work within eight (8) hours of the completion of his/her previous tour of duty shall receive a minimum of three (3) hours pay at the applicable overtime hourly rate. A part time unit employee who works under said circumstance beyond the three (3) hour minimum shall also be compensated for such additional time at the applicable overtime hourly rate and shall be paid to the nearest one-quarter hour. Overtime hourly rate shall be defined as time and one-half.

Section 3: Holiday Call-In

Any part-time officer who has completed a regular tour of duty and is called in back to work within eight (8) hours of the completion of the previous tour of duty to work during a paid holiday time shall be compensated at double overtime rate for a minimum of one (1) hour or at the same double time overtime rate for the number of hours actually worked, if greater.

Section 4: On-Call Personnel

On-Call Personnel is defined as any officer who is listed on a formal on-call schedule for a specified period of time as determined by the Chief of Police.

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Any on-call fulltime officer who is called back to duty and officially responds will receive a minimum of (3) three hours at their respective overtime rate.

Any on-call part time officer who is called back to duty and officially responds will receive a minimum of (3) three hours of overtime pay and subsequent hours will be paid at overtime rate.

#### Section 5: Duty Chief

If an officer assigned as Duty Chief is contacted in that capacity pursuant to department policy, then the officer shall be paid for three (3) hours at the applicable overtime rate.

#### Section 6: Emergency Call Back or Extenuation of Duty Hours

Emergencies, as defined below, can cause the Chief of Police to extend the tour of duty of any Sworn Member beyond his scheduled tour of duty, or order a full-time sworn member back to work. Police officers can continue such extended tour of duty indefinitely provided that each assigned individual is given at least eight (8) hours of for rest in ever twenty-four (24) hour period. During such periods of extended tour, the Town will provide meals.

Emergencies are defined as:

- Natural disasters such as snowstorms, floods, hurricanes or tornados, fires or earthquakes or other natural occurrences where the safety or well-being of the community is threatened.
- Man-made disasters or events such as plane crashes, large or serious accidents, hazardous material spill, power outages, or loss of life through accident or homicide, and any other situations where the public safety and well-being of the community is threatened.
- Circumstances that require additional manpower, such as events which cause large disorderly crowds to gather, strikes, and demonstrations.

Any officer called back to duty as a result of an emergency as described above will be paid at their regular hourly rate.

### ARTICLE X COURT TIME/HEARING PAY

Unit employees who appear in a court or any other legally constituted hearing, resulting from actions taken while working as a police officer for the Town, when such appearance is not during the officer's regularly scheduled tour, shall receive a minimum of three (3) hours pay at the overtime hourly rate. Said officers who work beyond said three (3) hour minimum shall also receive pay at the overtime hourly rate for the hours worked. Court time shall include, but is not limited to, Village Court, Town Court, Supreme Court, County Court, Family Court, motor vehicle hearings, disciplinary hearings, civil hearings, felony hearings, juvenile hearings, or grand jury proceedings.

ARTICLE XI  
JURY DUTY

When a full-time member is summoned to or shows proof of jury duty, said member shall be granted leave with full pay while completing said jury duty. The member is required to report to work for his regularly scheduled shift before and after jury duty or when not required to report to jury duty. All jury duty hours must be verified by the court. Part-time members will be paid for hours that were schedule prior to jury duty appointment, and the member must report for scheduled duty when not required to report for jury duty.

ARTICLE XII  
SPECIAL ASSIGNMENTS

When there are other than regular patrol assignments, e.g., traffic details, seatbelt details, STOP DWI, said special assignments may be posted on the bulletin board for five (5) days, except when emergency conditions exist, prior to making such assignments, and all eligible unit employees shall be allowed to sign up by seniority. Fulltime Officers will select special assignments by seniority with the department; if the shift is not filled by a fulltime officer a part time officer may fill the assignment based on seniority with the department.

ARTICLE XIII  
HOLIDAYS

The following shall be paid, observed holidays:

- New Year's Day
- Presidents' Day
- Martin Luther King Day
- Easter Sunday
- Memorial Day (Observed)
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Christmas Eve (from 1700 hours to 2400 hours)
- New Year's Eve (from 1700 hours to 2400 hours)

All part-time employees who work on any holiday shall receive double time (2X) the employee's then applicable hourly rate for the time worked during a holiday listed above.



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Effective January 1, 2005, all full-time employees shall receive an additional eight (8) hours of pay for all holidays listed above. Full-time employees shall be paid for the holidays in one check separate from the regular payroll check on the first payroll in December.

ARTICLE XIV  
BEREAVEMENT LEAVE

Full-time unit employees shall receive three (3) days paid leave for the death of the present spouse, a parent, child, sister, brother or a member of employee's immediate household. Additional time may be granted by the Chief of Police. Part-time employees shall be paid for any scheduled days that fall within five days from the event.

A unit employee shall receive two (2) days paid leave for the death of a grandparent, any in-law, aunt, uncle, niece or nephew.

ARTICLE XV  
REVIEW OF PERSONNEL RECORDS

All employees covered by this Agreement shall have the right to review their own personnel record during normal business hours, within seventy-two (72) hours of written request, via memo or e-mail.

ARTICLE XVI  
VEHICLE EQUIPMENT

Section 1: Mandatory Equipment

All official vehicles shall be equipped with a two-way police radio (scan able), air conditioning, electric powered seat (driver's side), cloth front seats, spotlights, emergency lights and sirens, shotguns (*optional*), first aid kits, flares, blankets, traffic cones, police protective screens and interior dome light for front and rear seats on separate switches, AM/FM radio, portable radios with "Officer Needs Assistance" buttons, and MCT's. All other equipment must be operable and safe to use.

Section 2: Safety Violations

If an employee encounters a piece of equipment, which is inoperable or unsafe to operate, it is his/her duty to report it to his/her supervisor immediately. It is the supervisor's duty to either resolve the same violation at once, or if he/she considers the situation not a safety violation, he/she must report it to the Chief of Police immediately and make him/her aware of the situation. Should the condition not be resolved immediately after the review by the Chief of Police, and the PBA feels it is a safety violation, they process the grievance directly to arbitration under the contractual grievance procedure.

ARTICLE XVII  
EMPLOYEE RIGHTS/DISCIPLINARY INVESTIGATIONS

The wide-ranging powers and duties given to the Police Department and its members involve them in various manners of contact and relationships with the public. Out of these contracts may come questions concerning the actions of a member of the force. These questions may require investigation by superior officers designated by the Chief of Police in connection with disciplinary proceedings regarding conduct unbecoming an officer. In an effort to ensure these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted concerning disciplinary proceedings regarding conduct unbecoming an officer:

1. Interrogation of a member of the force shall be at a reasonable hour, unless waived by the member and/or unless on extended leave. Any member interviewed while off-duty will be compensated at the applicable hourly rate.
2. The member of the force shall be informed of the nature of the investigation before any interrogation is commenced.
3. The member of the force shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
4. In no event shall a member of the bargaining unit be ordered to submit to a lie detector or polygraph test.
5. If a member of the force is under arrest or likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be advised and given their rights pursuant to the current decisions of the United States Supreme Court and the Courts of New York State.
6. Employee rights:
  - a. An employee shall be entitled to representation by the PBA or an attorney at each step of the disciplinary procedure.
  - b. No recording device or stenographic or other record shall be used during interrogation unless the employee and his/her representative are advised in advance that a transcript is being made and is, thereafter, supplied a copy of the record.
  - c. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer. Discipline shall be by just cause.
  - d. An employee shall not be coerced, intimidated, or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

7. A member shall, after consultation with the PBA President or the PBA attorney or their personal attorney, submit an administrative memo regarding his/her actions, of a police nature, detailing all facts in the matter of the investigation. Such memos shall not be considered an admission against self, nor shall such memos be introduced or admissible in any disciplinary proceeding.
8. All part-time non-competitive members hired prior to January 1, 2003, will be provided all rights and protections under Title B Section 75 of the New York State Civil Service Law.
9. All part-time non-competitive members hired after January 1, 2003 will be provided all rights and protections as they are eligible for based on their qualifications pursuant to New York State Civil Service Law Title B Section 75 (1. b-c).
10. The hearing officer in any hearing under Section 75 of the Civil Service Law shall be an arbitrator mutually agreed to or appointed from a list provided by the New York State Public Employment relations board. The Hearing Officer's recommendation shall be binding upon the Town and its agents, except that the recommended punishment may be decreased by the Town. Eligible employees shall maintain their rights of appeal as stated in Section 75 of the Civil Service Law.

#### ARTICLE XVIII

#### EMPLOYEE RIGHTS/CRIMINAL INVESTIGATIONS

The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. If a member of the force is a witness, suspect, or the target of a criminal investigation, any inquiries and/or investigations relative to the member's conduct and/or actions will be conducted in a manner so as not to deprive him of his constitutional rights. Such member shall have the right to consult with and be represented by an attorney provided by the PBA and his/her own attorney, at all steps of the inquiry and/or investigation. Further, the member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant, or no such interrogation shall take place. No employee shall be subject to discipline for a failure or refusal to cooperate in a criminal investigation in which the employee is a suspect or target.

#### ARTICLE XIX

#### DEFENSE, INDEMNIFICATION, PUNITIVE DAMAGES

The Town hereby agrees to defend, indemnify, and hold harmless all unit employees against all claims arising from the performance of duties, except as prohibited by law.

ARTICLE XX  
PENSIONS

The Town shall adopt and provide all eligible unit employees the retirement plan under New York State Retirement and Social Security Law Section 384(d).

ARTICLE XXI  
TRAINING

Section 1: Training

- a. Each unit member shall receive a minimum of twenty one (21) hours paid in-service training per year. Unless otherwise authorized to be absent from training by the Chief of Police or his designee all unit members will attend and successfully complete all in-service training sessions.
- b. The following training is mandatory for all members:
  - (i) Firearms qualifications;
  - (ii) Less than lethal substance/devices (Pepper Spray);
  - (iii) Use of force;
  - (iv) ASP Baton; and
  - (v) Legal updates.Failure to attend any of the above training sessions, including any schedule make-up sessions, may result in disciplinary action.
- c. Personnel assignments to training sessions, schools, conferences, other than in-service training, must be approved by the Chief of Police. The selection of personnel to attend training sessions, schools, or conferences will be determined by the department's need, value added to the department, skills required and with the approval of the Chief of Police.
- d. The Town agrees to pay its members should (i) the State mandate training for current personnel, and/or (ii) an employee be ordered to attend a school. Said attendance shall be deemed to be in the line of duty and when so attending the employee shall receive his usual pay and prior approved reimbursement for actual and necessary expenses. When attending a school the employee will be paid no more than eight (8) hours per day unless otherwise authorized by the Chief of Police.

ARTICLE XXII  
DAMAGE TO PERSONAL PROPERTY

If an employee suffers the loss and/or damage of any personal property, i.e. eyeglasses, lenses, dentures or similar prosthetic devices, and/or other times of wear and apparel, in the line of duty, the Town agrees to replace at no cost to the employee the value of said property, and the same shall be reimbursed by the Town with the Chief's approval unless the employee is otherwise reimbursed from a different source.

ARTICLE XXIII  
ASSOCIATION PRIVILEGES

Section 1: Notices and Communications.

The Association shall have the right to post notices and communications to employees on the PBA bulletin board maintained on the premises and facilities of the employer.

Section 2: Use of Computers/E-Mail and Photocopiers

The Town shall allow the PBA President and an alternate reasonable use of Police Department Computer/E-Mail and photocopy machines for responsible PBA business only.

ARTICLE XXIV  
SALARIES AND OTHER COMPENSATION

Section 1: Base Salary/Wage

Unit employees' base salary/wage shall be paid according to the following schedule.

Full Time Police Officers

Full Time Officers	2008	2009	2010
Steps			
Probationary	\$34,197.15	\$36,590.95	\$38,420.50
1	\$35,934.00	\$38,449.56	\$40,372.03
2	\$39,189.87	\$41,933.16	\$44,029.82
3	\$41,704.00	\$44,629.00	\$46,861.00
4	\$47,654.00	\$51,989.00	\$53,539.00
5	\$51,224.00	\$54,810.00	\$57,551.00
6	\$53,523.00	\$57,270.00	\$60,133.00
Sergeant	\$58,523.00	\$62,270.00	\$65,133.00
Lieutenant		\$65,000.00	\$68,250.00

## Part Time Police Officers

	2008-2010
Part Time Officers.	
Probationary	16.52
Step 1	17.36
Step 2	18.93
Step 3	19.50
Step 4	22.29
Step 5	23.96
Step 6	25.03

Each Step is in one (1) year increments. With the exception of Step 7, a full-time officer moves to the next step on their anniversary date of appointment to a full-time police officer.

Any part-time officer appointed to a full-time position will be placed into the appropriate Step based on the total full-time equivalent years (FTE) with the Town of Cicero Police Department. FTE time with the Department will be rounded off to the nearest whole number ( $<.50=>$ ). Following a full-time appointment, future step advancements will be determined by full-time anniversary appointment date.

Any officer hired as a "lateral transfer" shall be paid at the starting step rate closest to, but not exceeding, the officer's rate of pay at the officer's immediately preceding place of employment.

Steps for part-time police officers are based on the number of actual FTE years employed by the Town of Cicero Police Department.

## Section 2: Shift Differential

Officers assigned to the field services section who work between 1800-0600 hours will receive an additional:

FY2008 - \$.25 per hour to their regular rate.

FY2009 - \$.35 per hour to their regular rate.

FY2010 - \$.45 per hour to their regular rate.

Officers who work overtime during the above time period will receive the night differential rate as listed above for every overtime hour between 1800-0600 hours.

Section 3: Field Training Officer

Any member selected by the Chief of Police to be a Field Training Officer will receive one hour of overtime at the end of each shift where the officer has a probationary police officer in the field training program assigned to him/her.

Section 4: Longevity Bonus.

Each member shall receive the following longevity pay at the completion of the below-stated months of service based on full-time equivalent months of service with the Town of Cicero Police Department.

<u>Months of Service</u>	<u>Full-Time Members</u>	<u>Part-Time Members</u>
12-36	\$250.00	\$125.00
37-61	\$350.00	\$175.00
61-120	\$600.00	\$300.00
121-180	\$850.00	\$425.00
181-240	\$1,000.00	\$500.00
241+	\$50.00 for every additional 12 months served above 241 months	\$25.00 for every additional 12 months served above 241 months

Longevity Bonus pay will be paid in the first check in December.

To qualify, part-time members must work a minimum of three hundred fifty (350) hours per year.

Section 5: Disability Pay.

All unit employees shall be entitled to all rights under law pertaining to injuries or illnesses incurred whether on duty or off duty including the provisions of the Workers' Compensation Law (WCL) and General Municipal Law (GML) Section 207-c.

Part-time employees who suffer an on the job injury or illness covered by the WCL and/or GML section 207-c shall be paid by the Town their wages or salary as prescribed by law.

All unit employees who have suffered an on the job or line of duty injury or illness that is covered by the WCL and/or GML section 207-c shall remain eligible for all contractual terms and benefits notwithstanding any absence from work caused by said injury or illness.

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Section 6: Out of Title Pay.

An employee who is requested or required to work in a higher rank, title or grade shall be paid the rate for the higher rank, title or grade for all time worked in the higher title or grade.

Section 7: Payment

The deferred payroll savings plan and direct deposit shall be made available to unit employees.

Section 8: Pay For Outside Contracted Work

For any work where a contract for services has been established between the employer, Town of Cicero, and an outside private company or organization (eg. North Syracuse School District, etc.), the members of the bargaining unit will receive a flat rate hourly wage of \$30.00 per hour. This rate shall be the same for all officers, whether part-time, fulltime, or in different pay grades. Outside contracted work hours shall not be included in any calculation of overtime pay under any circumstances.

ARTICLE XXV  
PERSONAL LEAVE

Full-time unit employees shall receive four (4) days of paid personal leave per year. Personal leave shall be credited to the employees each January 1<sup>st</sup>.

All personal leave may be used in increments of the employee's choice, but no less than one (1) hours. Personal leave may not be used to extend vacation or holiday periods. Personal leave may not be carried from year to year.

ARTICLE XXVI  
VACATIONS

Full-time members shall have paid vacation leave based upon all time served with the Cicero Police Department as follows:

<u>Months of Service</u>	<u>Vacation Days</u>
6-12	5
13-36	10
37-96	16
97-112	21
113+ 180	26
1 additional day for every year over 15 (181 months) years of service with the Town of Cicero Police Department	



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All full-time, competitive class officers will make vacation selections pursuant to Department Rules and Regulations by their seniority. Seniority shall be defined as the officer with the earliest start date with the Town of Cicero Police Department. The senior officer will have the first selection, then the next senior officer, progressing in order to least senior officer.

Members may carry over no more than twenty-four (24) hours of vacation to the next year with the approval of the Chief of Police. If there are exigent circumstances the member may be authorized to carry over more than twenty-four (24) hours of vacation with the approval of the Chief of Police.

Vacation time must be used pursuant to Department Policy and Procedure.

Unit employees will be paid for any unused vacation at time of separation of employment with the Town of Cicero Police Department.

Vacation time may not be used for special assignments that are not considered their regular duty, such as community events details, STOP, STEP, Buckle-Up NY, etc.

ARTICLE XXVII  
SICK LEAVE

Full-time unit employees shall, effective January 1, 2002, and each January 1, thereafter, be credited with ninety-six (96) hours, at a maximum of one day per month, of sick leave per year.

After ten (10) years of continuous service, the Town shall pay the employee for all accumulated hours over three hundred and fifty (350) hours upon separation.

Any full time unit employee who does not use any sick days between January 1<sup>st</sup> – December 31<sup>st</sup> will receive the following compensation to be paid no later than the second payroll period in the following year.

2008 - \$350.00

2009 - \$400.00

2010 - \$450.00

Any full time unit employee who uses one sick day between January 1<sup>st</sup> – December 31<sup>st</sup> will receive the following compensation to be paid no later than the second payroll period in the following year.

2008 - \$200.00

2009 - \$250.00

2010 - \$300.00

Five sick days (40 hours) per year may be used as family sick days for immediate family only; wife, children, mother, father, mother in-law, father in-law.

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Employees may donate accrued sick leave time to other employees in need of extra sick leave time at the approval of the Town Board.

ARTICLE XXVIII  
HEALTH INSURANCE

Section 1: Obligations

Town Obligation: The Town will provide major medical and hospitalization Insurance coverage and benefits for full-time members of the Association and their dependents.

Employee Obligation:

- For members hired prior to January 1, 2008 said coverage for the member and their dependents shall be at a cost to the employee of 12% of the program. The 12% contribution shall be effective and commence upon ratification of this contract by the Town of Cicero Town Board and shall go forward from that date. If the member requires a Domestic Partner Rider, which is available through the Town's current insurance carrier, the member will be responsible for one hundred percent (100%) of additional premium cost resulting from the rider.
- For members hired after January 1, 2008 said coverage for the member and their dependents shall be at a cost to the employee of 15% of the program. The 15% contribution shall be effective and commence upon ratification of this contract by the Town of Cicero Town Board and shall go forward from that date. If the member requires a Domestic Partner Rider, which is available through the Town's current insurance carrier, the member will be responsible for one hundred percent (100%) of additional premium cost resulting from the rider.

Upon employees retirement from the Town of Cicero Police Department, the town agrees to pay the premium or cost for retired full time employees who have at least ten (10) consecutive years of full time service with the town immediately prior to retirement and their eligible dependants for coverage under the health insurance plan which is then made available to unit employees according to the following schedules and terms:

Employee's age at and after retirement

Employee's Premium Contribution

55 or younger	50%
56	45%
57	40%
58	35%
59	30%
60	25%
61	20%
62	15%
63	12%
64	12%
65 and above	12%

If a unit employee retires and is eligible under another source for health insurance upon the same or better terms as those applicable under this agreement, then the Town shall not be obligated to provide health insurance to the former employee until that other insurance coverage is no longer available to the former employee. Any questions concerning the interpretation or application of this paragraph shall be subject to resolution pursuant to the grievance procedures of this agreement.

Medical Insurance Incentive:

1. A full-time permanent employee, who has been employed for one year and does not participate in the medical program will be eligible for the medical incentive.
2. The annual medical incentive is \$1,000.00. If a full-time permanent employee only chooses to participate in the dental portion of the program, they will be disbursed an annual incentive of \$900.00.
3. No incentive will be disbursed if a full-time permanent employee chooses medical and no dental coverage.
4. The incentive will be paid to the eligible employee in a lump sum, through the payroll system as a supplemental check, minus applicable taxes.
5. The incentive will be issued the month of December. You must be hired by January 1<sup>st</sup>, to receive incentive in December.
6. Eligible employees who wish to drop their medical plan must submit in writing to the comptroller's office a letter of intent no later than November 1<sup>st</sup>.

Section 2: Group Plan in Effect

The Town may change the insurance underwriter or modify the existing group medical insurance plan provided that any new plan thereafter effectuated, shall provide benefits substantially similar to those prevailing at the time such change of carrier or modification of the plan.

ARTICLE XXVIX

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## TRAVEL AND MEAL ALLOWANCE

The Town agrees to pay to each employee a minimum no less than the IRS rate per mile for use of his/her motor vehicle while attending training sessions and/or on Town business if not provided the use of a Town Vehicle. The Town further agrees to pay to each employee a meal allowance up to the following amounts:

- Breakfast: \$10.00
- Lunch: \$12.00
- Dinner: \$20.00

respectively while out of town overnight, while attending training sessions and/or on Town business, including the reasonable cost of lodging, upon the submission of receipts.

## ARTICLE XXX POLICE LIBRARY

The Town shall provide an up-to-date library at police headquarters, which shall include at least the following: Vehicle and Traffic Law, Criminal Procedure Law, Penal Law, and all updates; Polk's Directory Change; Physician's Desk Reference.

## ARTICLE XXXI GRIEVANCE PROCEDURE

The term "grievance" shall mean any claimed violation of this contract, of applicable laws, rules, procedures, regulations, administrative orders or work rules.

In the event of a dispute (grievance) between one or more unit employees and the Town, or one between the Association and the Town, the same shall be processed and resolved in accordance with the grievance procedure hereinafter provided.

### Step 1.

The grievance shall be presented in writing by the Association, to the Chief of Police or his designee, within forty five (45) working days from the time Association knew or reasonably should have known of the alleged violation.

### Step 2.

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. If the Chief's response is not satisfactory to the Association, the Association shall within fifteen (15) calendar days of the receipt of the Chief's response present the grievance, the Chief's response and any reply thereto, to the Town Board.

### Step 3.

The Town Board shall within fifteen (15) days of its receipt of same present a

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written response thereto to the Association.

Step 4.

Should the Town Board's response not resolve the grievance to the Association's satisfaction, the Association shall within ten (10) calendar days of its receipt of the response request a list of arbitrators from the New York State Public Employment Relations Board (PERB) pursuant to PERB's rules then in effect. The Arbitrator's decision shall be final and binding upon the Town and the Association.

The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.

Expenses for the Arbitrator's services shall be equally shared by the Town and the Association, unless the Arbitrator orders otherwise each party, however, shall be responsible for the expenses of its own witnesses. Either party may request that a transcript be made at its own expense, and if made, shall supply the Arbitrator with a copy without charge.

Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the Town by mutual agreement.

#### ARTICLE XXXII MAINTENANCE OF STANDARDS

All terms and conditions of employment not modified by this Agreement shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Town and the Association. Any dispute or grievance as to such conditions or provisions shall be submitted to the grievance machinery per ARTICLE XXXI above.

#### ARTICLE XXXIII SEPARABILITY

This Agreement shall be governed by the Constitution, applicable State and Federal Law, and resolutions, ordinances and local laws that are not inconsistent with State and Federal Law.

Should any article, section, or portion of this Agreement be held unlawful, unenforceable or unconstitutional by any court of this State or any other state or federal jurisdiction, or by any final rulings of a department or agency of the State, such decision shall only apply to the specific article, section, or portion thereof and that portion of the contract shall be deemed null and void, but the remaining provisions of said contract shall remain in full force and effect. Should any of said provisions be deemed null and void, both parties agree to open negotiations to resolve those issues.

ARTICLE XXXIV  
SUBCONTRACTING

The Town shall not allow routine police work provided by unit employees to be performed by non-unit employees of the Town or other employer or entity.

The Town shall not replace a unit position with a non-unit position having substantially the same duties.

ARTICLE XXXV  
MISCELLANEOUS PROVISIONS

Section 1: Absence Due to Illness, Injury, etc.

If an officer has been absent from work for three (3) consecutive scheduled days or more due to any illness, injury or disability which limits or precludes any physical activities, a physician's note releasing the officer to return to work shall be submitted prior to such officer's return to work.

Section 2: Release for Physical

In event the Town provides annual physicals, a release shall be signed which will authorize the Town to obtain a report of any illness, injury or disability which limits or precludes physical activities.

Section 3: Medical Records File

All medical records shall be kept confidential and be kept as a separate personnel record and not as part of the regular personnel file.

ARTICLE XXXVI  
TAYLOR LAW NOTICE – SECTION 204-A

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.

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ARTICLE XXXVII  
DURATION

This Agreement shall be effective as of January 1, 2008, and shall remain in full force and effect through December 31, 2010.

FOR THE TOWN

FOR THE PBA

\_\_\_\_\_  
Chester A. Dudzinski, Supervisor

\_\_\_\_\_  
Michael Aregano, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date