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#### **Contract Database Metadata Elements**

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Crawford, Town Of And Crawford  
Police Officers Benev Assn

**AGREEMENT BY AND BETWEEN**

**THE TOWN OF CRAWFORD**

**AND**

**THE TOWN OF CRAWFORD POLICE OFFICER'S  
BENEVOLENT ASSOCIATION**

**JANUARY 1, 1997 - DECEMBER 31, 1999**

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**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**JAN 13 1998**

**CONCILIATION**

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## PREAMBLE

This labor agreement made and entered into this 31<sup>st</sup> day of December, 1997, by the Town of Crawford, (hereinafter referred to as "Employer") and the Town of Crawford Police Officer's Benevolent Association, (hereinafter referred to as "PBA").

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperating relationship between The Town of Crawford and their employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. To promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees Fair Employment Act.

### Article 1 - Recognition and Application of Contract

#### 1.1 Collective Bargaining Unit

The Town of Crawford recognizes the Town of Crawford Police Officer's Benevolent Association as the sole and exclusive bargaining agency and representative for all full and part time police officers employed by the Town of Crawford, excluding Sergeants and the Chief of Police.

#### 1.2 Application of Contract

This contract shall apply to the police officers within the bargaining unit as defined in Section 1.1 above.

### Article 2 - Obligation of the PBA

#### 2.1 Strike Prohibition

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. The Employer agrees that there shall be no lockout of employees and the PBA agrees that it shall not cause or sanction, either directly or indirectly, any strike or other stoppage or slowing down of work during the life of this Agreement, so long as the Employer is not in default of any term and condition of employment.

## **Article 3 - Collection of Dues and Agency Shop Fee Deduction**

### **3.1 Membership Dues**

Upon written authorization of the employee concerned, and unless said employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's payroll check in the amount specified in the written authorization. The amounts so deducted shall be forwarded to the PBA within five (5) calendar days after deduction(s) are made.

### **3.2 Agency Shop Fee Deduction**

The Employer agrees to deduct from the wages of an employee who is not a member of the PBA but who is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rata share of the expenditures by the PBA in aid of activities or causes only incidentally related to terms and conditions of employment.

## **Article 4 - PBA Rights and Responsibilities**

### **4.1 PBA Officers**

The PBA shall forward the Employer a list of the names and titles of its officers and representatives plus changes as they occur.

### **4.2 PBA Bulletin Board**

There shall be a designated bulletin board or a reasonable section thereof for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the requirements as stated herein, upon notification to the President.

### **4.3 PBA Time**

The parties agree that there shall be no unreasonable union activity on Employer time. However, such union activity must be authorized in advance by the Chief of Police or designated representative. Authorization shall not be unreasonably withheld. The parties agree that activities of official PBA representatives, as listed in paragraph 4.1, shall be carried out in a manner that will not interfere with the normal work functions.

The PBA President or designee, shall be granted time off to attend, administer or represent an employee or PBA at all stages of the Grievance Procedure, Disciplinary Proceedings, Negotiations, Improper Practice Charge Conferences or Hearings as well as attending any Labor/Management conference with the Employee concerning this contract, without charge against any paid leave accrual.

#### **4.4 Discrimination**

No employee designated pursuant to this Article shall be discriminated against in any way by the Employer on account of work performed on behalf of the PBA and its unit members.

#### **4.5 Labor/Management**

Authorized spokespersons for the Employer and PBA, shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designated representative or PBA President or designated representative at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article 13 - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties, shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this agreement.

### **Article 5 - Workday and Work Schedule**

#### **5.1 Workday**

The workday for all full time employees shall be eight (8) hours within the scheduled shift tour as set forth in this Article. The part time employee may be scheduled for hours of work outside of the work schedule as set forth in this Article and for less than eight (8) hours. However, the Employer agrees to use its best efforts to schedule a part time employee to the workday and schedule as set forth in this Article.

## 5.2 Work Schedule

All full time employees shall rotate on a continuous basis of five (5) days on, two (2) days off, as follows:

"A" line (12 midnight to 8:00 a.m.) to the "B" line (8:00 a. m. to 4:00 p.m.) to the "C" line (4:00 p.m. to 12 midnight) and repeat the cycle.

Upon forty-eight (48) hours notice, the Employer shall be permitted to require a full time employee to be switched from their scheduled rotation as set forth above, to another duty line and continue with that rotation for a period not to exceed two (2) successive work weeks. However, before the Employer may effectuate the change in the full time employee's regular rotation, the following steps shall be taken:

a) Part time police officers shall be canvassed in an attempt to fill the requirement. In the event part time police officers cannot fulfill either part or the entire requirement, the Employer may;

b) Switch a full time employee to another duty line and continue with that rotation by requesting a volunteer. In the event there is more than one (1) volunteer, the full time employee with the most seniority shall be afforded the opportunity. In the event there is no volunteer, the Employer may assign a full time employee, base upon seniority (less senior full time employees first), of those who are available to be assigned to the duty line. The affected full time employee shall rotate in that duty line's sequence. Article 6 Overtime, Call In Pay and Stand By Time of the collective bargaining agreement between the parties shall prevail in the event any full time unit member works in excess of eight (8) hours in any given day due to the switch in duty line rotation. After the switch has been effectuated, not to exceed two (2) successive work weeks, the effected full time employee shall be returned to their regular scheduled duty line and rotation as if the switch had never occurred. No full time employee, who either volunteers or is assigned to a new duty line and rotation, shall be adversely affected in taking time off with paid leave accruals previously approved by the Chief of Police.

c) The work schedule shall not exceed forty (40) hours in any seven (7) consecutive day period, except in an emergency as defined by statute.

d) There shall be no more than three (3) shifts in any one calendar day and the rotation to each line is as set forth herein for full time employees.

e) All full time employees shall be granted five (5) elective/chart days off, with pay, each fiscal year, in recognition for the work schedule as set forth in this Article. All full time employees shall be able to request any day or part thereof of an elective/chart day off anytime during the fiscal year with the approval of the Chief of Police. In the event that any or all of the elective/chart days are not granted and taken at a mutually agreed upon time between the full time employee and Chief of Police, the Employer shall pay the affected employee, in the last payroll period of December of each fiscal year, at the rate of pay in effect at that time (base wage plus longevity if applicable), the balance of any unused elective/chart day.



Effective within thirty (30) calendar days after the ratification vote of the Employer, all full time employees shall rotate on a continuous basis of four (4) consecutive days on, followed by two (2) consecutive days off as set forth herein. The DARE Officer shall be assigned to the "B" line (8:00 a.m. to 4:00 p.m.) with Sunday and Monday as days off.

a) Part time police officers shall be canvassed in an attempt to fill the requirement. In the event part time police officers cannot fulfill either part or the entire requirement, the Employer may;

b) Switch a full time employee to another duty line and continue with that rotation by requesting a volunteer. In the event there is more than one (1) volunteer, the full time employee with the most seniority shall be afforded the opportunity. In the event there is no volunteer, the Employer may assign a full time employee, base upon seniority (less senior full time employees first), of those who are available to be assigned to the duty line. The affected full time employee shall rotate in that duty line's sequence. Article 6 Overtime, Call In Pay and Stand By Time of the collective bargaining agreement between the parties shall prevail in the event any full time unit member works in excess of eight (8) hours in any given day due to the switch in duty line rotation. After the switch has been effectuated, not to exceed two (2) successive work weeks, the effected full time employee shall be returned to their regular scheduled duty line and rotation as if the switch had never occurred. No full time employee, who either volunteers or is assigned to a new duty line and rotation, shall be adversely affected in taking time off with paid leave accruals previously approved by the Chief of Police.

c) The work schedule shall not exceed forty (40) hours in any seven (7) consecutive day period, except in an emergency as defined by statute.

d) There shall be no more than three (3) shifts in any one calendar day and the rotation to each line is as set forth herein for full time employees.

e) The DARE Officer shall be granted eight (8) elective/chart days off, with pay, each fiscal year, in recognition for the work schedule as set forth in this Article. The DARE Officer shall be able to request any day or part thereof of an elective/chart day off anytime during the fiscal year with the approval of the Chief of Police. In the event that any or all of the elective/chart days are not granted and taken at a mutually agreed upon time between the full time employee and Chief of Police, the Employer shall pay the affected employee, in the last payroll period of December of each fiscal year, at the rate of pay in effect at that time (base wage plus longevity if applicable), the balance of any unused elective/chart day.

Effective within thirty (30) calendar days after the ratification vote of the Employer, a "Pilot" "A" line (12:00 midnight to 8:00 a.m.) shall be implemented, with the rotation continuing between the "B" line (8:00 a.m. to 4:00 p.m.) and "C" line (4:00 p.m. to 12:00 midnight) as set forth herein. The staffing level for the "A" line shall be determined by the Chief of Police. The "A" line shall be bid annually, by seniority, between November 10th and December 10th of each year for the ensuing calendar year. In the event there are an insufficient number of volunteers to staff the "A" line, then the Chief of Police shall assign, in the inverse order of seniority, full time employees until the

staffing level is achieved. The "A" line shall continue for the duration of this Agreement as a "Pilot", and that the Employer or PBA reserves the right, upon reasonable notice, to discontinue the permanent "A" line. In that event, and as soon as practicable thereafter, the work schedule shall revert back to the four (4) consecutive days on, followed by two consecutive days off as set forth herein. However, the "A" line shall become permanent, if not discontinued, on the last day of this Agreement.

## **Article 6 - Overtime, Call In Pay and Stand By Time**

### **6.1 Overtime Payment and Compensation**

Work in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in any seven (7) day period, is considered overtime.

Overtime shall be authorized in advance by the Chief of Police or those so designated, when possible. An employee shall work overtime when so required. However, no employee shall be required to work overtime unless provided reasonable notice. Assignment of overtime shall be on a rotating basis based on seniority of full time employees who volunteer for such assignment and then from employees on the basis of inverse order of seniority.

The Employer agrees to pay overtime to all unit members at the rate of one and one-half (1½) times the employee's applicable hourly rate, inclusive of longevity, if applicable. Overtime shall be calculated and paid in one-quarter (¼) hour increments as follows:

- 1 through 15 minutes - one-quarter (¼) of an hour
- 16 through 30 minutes - one-half (½) of an hour
- 31 through 45 minutes - three-quarters (¾) of an hour
- 46 through 60 minutes - one (1) hour

All overtime shall be paid in cash and no compensatory time off shall be substituted.

All paid leave taken shall be considered as hours worked for the computation of overtime.

### **6.2 Call In Pay**

All full time employees who are called in and report for work before or after their regularly scheduled day of work, shall be guaranteed a minimum of three (3) hours of overtime pay, to be compensated as provided for in this Article. The guarantee shall not apply to work which immediately follows a normal work day or shift or to more than one (1) Call In during any eight (8) hour period.

This guarantee shall also apply to a Call In on the employee's day of rest (pass day) or on a Holiday enumerated in Article 7.3 or when the affected employee is not scheduled to work.

All part time employees who are called in and report for work when not regularly scheduled for work, shall be guaranteed a minimum of two (2) hours of pay, to be compensated at their respective straight time hourly rate of pay, or as set forth in Sections 6.1 and 7.3 of this Agreement.

### **6.3 Stand By Time**

Any employee required by the Chief of Police or designated representative to restrict the employee's personal movements or is assigned a beeper so that the employee may be reached and be available to report for a work assignment within thirty (30) minutes on an assigned day of rest or at any time other than during the employee's regular working hours, shall be considered to be on Stand By Time.

Any employee on Stand By Time shall be paid one (1) hour of the employee's regularly base hourly rate, inclusive of longevity, if applicable, for every four (4) hours of Stand By Time on any one (1) day, not to exceed two (2) hours of such compensation on regular day of work or three (3) hours of such compensation on any other day.

Stand By Time shall not be included in determining the total number of hours worked in any basic work week.

## **Article 7 - Leaves With Pay**

### **7.1 Vacation Accumulation**

An annual vacation with pay shall be granted to all full time employee's in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Hours Credited</u>
0 through 6 months	0 hours
7 months through 1 year	40 hours ( 5 work days)
2 through 4 years	80 hours (10 work days) per year
5 through 10 years	120 hours (15 work days) per year
11 years and above	180 hours (20 work days) per year

The Chief of Police shall establish the vacation schedule of the department for each year, at which time the employees shall select vacation on the basis of seniority for the year in which it is to be taken. All full time employees shall select vacations in

minimum of blocks of one (1) work week. In the event an employee does not select a continuous work week, that employee shall not be entitled to seniority preference.

All full time employees shall be entitled to accumulate and carry over from year to year, a maximum of three hundred and twenty (320) hours of vacation (40 work days).

Vacation leave shall be granted and may be used in units of one (1) hour or multiples thereof, but shall not have preference to vacation blocks as set forth above.

In the event of separation of any full time employee from service, an employee or employee's beneficiary or estate, as the case may be, shall be compensated for by cash payment, of all unused vacation credits no later than the payroll following separation.

When a Holiday enumerated in that Section falls on a scheduled day of vacation of an employee, the employee shall not be charged a day of vacation for that Holiday.

## **7.2 Sick Leave**

Effective January 1st of each year, all full time employees shall earn four (4) hours of sick leave every pay period which represents one hundred four (104) hours annually or thirteen (13) work days.

Sick leave shall be authorized in the event of the illness or other physical disability of the employee or any member of the immediate family (immediate family shall be defined to be spouse and dependent children) up to full extent of accumulated sick leave credits. Included in the term disability is the child bearing stage of pregnancy. The Federal Equal Opportunity Employment Commission recognized three (3) stages in pregnancy for determining when a pregnant employee is disabled. They are the dormant, child bearing and child rearing stages. Job disability is associated only with the child bearing stage and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform any of the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.

The employee is responsible for notifying the Department each time sick leave is to be taken. The employee shall notify the Department a minimum of two (2) hours before the start of their scheduled shift.

Upon absences of more than three (3) consecutive working days because of illness or disability which is not related to injury, illness or disability of the job, the Chief of Police may require that a physicians certificate be furnished substantiating the employee's claim of illness or disability.

The Chief of Police may require employees who have been on sick leave, prior to and as a condition of their return to work, to be examined, at the expense of the

Employer, by a physician designated by the Employer to establish that the employee(s) are able to perform their normal duties and that their return to work will not jeopardize their own health and safety or the health and safety of other employees.

Unused sick leave credits may be accumulated up to a maximum of eight hundred (800) hours (100 work days). Upon separation for any reason from the Employer, all full time employees or their beneficiaries, as the case may be, shall be paid for all unused sick leave accumulation at the rate of pay in effect at the time in the following manner:

Completion of 5 years	=	20% of accumulation
Completion of 10 years	=	40% of accumulation
Completion of 15 years	=	60% of accumulation
Completion of 20 year or more	=	75% of accumulation

### 7.3 Holidays and Payment

All Holidays enumerated herein shall be allowed as days off with pay. The day off with pay shall be the actual day of the Holiday.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever a Holiday falls on a day off (pass day) of a full time employee, that employee shall be credited with an eight (8) hours of Holiday accumulation.

Any full time employee who works on New Years Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, or Christmas Day, shall receive time and one-half (1.5X) of their base hourly rate, inclusive of longevity, if applicable, plus be credited with eight (8) hours of Holiday time. Whenever a full time employee works any other Holiday enumerated herein, they shall be credited with an additional eight (8) hours of Holiday time.

In the event a part time employee works on any Holiday as listed in 7.3, that employee shall receive one and one half (1.5X) of their base hourly rate for all hours worked.

All full time employees shall be entitled to accumulate and carry over from year to year, a maximum of two hundred and forty (240) hours (30 work days) of Holiday time. All full time employees shall select Holiday time on the basis of seniority for the year in which it is to be taken. All Holiday time shall be selected in minimum blocks of

one (1) work week. In the event an employee does not select a continuous workweek, that employee shall not be entitled to seniority preference. Holiday time shall be treated as a vacation request, with equal application concerning approval.

Holiday time shall be granted and may be used in units of one (1) hour or multiples thereof, but shall not have preference to Holiday or vacation blocks as set forth herein.

In the event of separation of any full time employee from service, an employee or employee's beneficiary or estate, as the case may be, shall be compensated, in cash payment, for all unused Holiday credits no later than the payroll following separation.

#### **7.4 Personal Leave**

Effective January 1st of each year, all full time employees shall be credited with twenty-four (24 hours) (3 work days) of personal leave. Affected employees who enter service after January 1st of each year, shall be credited with six (6) hours of personal leave for each full quarter remaining in that fiscal year, (i.e., July 15th, 12 hours).

Personal leave is leave with pay for personal business, including religious observances, which require the employee to be absent from work.

Personal leave shall not be charged against any other paid leave credits.

Personal leave is granted with the approval of the Chief of Police or designated representative and either individual shall exercise a liberal policy in the approval of the request(s).

Personal leave may be used in one (1) hour units or any multiple thereof.

Personal leave is not cumulative. However, any unused personal leave credits at the end of each fiscal year shall be transferred and credited to the employee's accumulated sick leave as provided in Section 7.2, herein.

Any unused personal leave credits shall not be compensated for in the event of separation of an employee from the Employer.

#### **7.5 Bereavement Leave**

In the event of a death within the employee's immediate family as defined herein, shall be granted thirty-two (32) work hours (4 work days), per occurrence, without charge to any other paid leave credits or accruals. The immediate family is defined to mean spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren.

## **7.6 Leave for Civil Service Examination**

Upon due notice and presentation of an admission slip for any departmental promotional examination to the Chief of Police, an employee shall be given leave with pay from work to participate in that examination.

## **7.7 Military Leave and Other Leave Required by Law**

The Employer shall grant any leave of absence with pay required by law.

## **Article 8 - Uniforms and Equipment**

### **8.1 Initial Uniforms and Equipment**

Upon hire, all employees shall receive an initial uniform and equipment allotment, as set forth in Schedule "A" attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Employer or Chief of Police requires additional uniforms and/or equipment as set forth in Schedule "A", the Employer shall provide, at no cost to the employee, those articles. Thereafter, those articles shall become part of Schedule "A". The Employer shall replace all uniforms and equipment based on a normal wear and tear basis.

All employees shall have their uniforms cleaned and maintained as set forth in Schedule "B" attached hereto and made a part of this Agreement, at no cost to the employee.

### **8.2 Personal Property**

In the event an employee suffers a loss of any personal property made during the course of any arrest or other incidents, they shall be reimbursed up to a maximum of \$100.00 for each occurrence.

## **Article 9 - Insurances**

### **9.1 Health Insurance**

The Employer agrees to pay 100% of the premium or cost for the full time employee and dependents for coverage under the core plus medical and psychiatric enhancements as described in the New York State Insurance Plan.

To the extent available, an HMO option shall be offered to employees and dependents at a cost no greater than otherwise provided herein.

## **9.2 Health Insurance Carrier**

The Employer reserves the right to substitute insurance carriers, self-insurers, or a combination of the two, provided the schedule of benefits is the same as the New York State Insurance Plan. Before the Employer effectuates such a change, it shall submit anticipated plan or plans to the PBA, who shall ascertain whether they think the obligations under this section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under this Section, the matter shall be submitted to the American Arbitration Association for expedited arbitration pursuant to their rules. The Employer may not substitute a new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision and award.

## **Article 10 - Retirement**

### **10.1 Retirement Plans**

The Employer agrees to continue to provide the non-contributory retirement plan under Sections 384-d and 384-e of the New York State Policemen's and Firemen's Retirement System.

## **Article 11 - Seniority**

### **11.1 Definition and Applicability**

Seniority for all full time employees shall commence on the date of hire with the Employer as a police officer.

Seniority shall be applicable in the request by the employee with equal rank or position for vacation, holidays and overtime.

## **Article 12 - Disciplinary Procedure**

### **12.1 Command Discipline - Informal Stage**

In the event the Employer determines that a formal procedure is not required due to the relatively minor infraction(s) of the police department's adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.



The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. a written reprimand to be placed in the employee's personnel file, which shall not exceed six (6) months; and/or
2. a reduction in vacation accruals for the full time employee which shall not exceed three (3) work days.
3. a part time employee may be removed off the work schedule up to a maximum of sixteen (16) hours.

## **12.2 Procedure Rights - Formal Stage**

The disciplinary procedure prescribed herein, shall be available to all employees as an alternative to Section 75 and/or 76 of the Civil Service Law. An employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law or arbitration as described herein but not both procedures to grieve such disciplinary action.

## **12.3 Notice of Discipline - Formal Stage**

In the event the Employer sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrant disciplinary action and the proposed sanction(s) shall be specifically contained in the notice of discipline.

The PBA shall be provided a copy of the notice of discipline at the same time as the affected employee(s).

The notice of discipline shall be accompanied by a written statement that:

"An employee served with a notice of discipline has the right to object by filing a response within fifteen (15) calendar days or by exercising his/her rights under Section 75 and/or 76 of the Civil Service Law."

## **12.4 Procedure Selection - Final Stage**

In the event the employee does object, then he/she must file a written notice of their choice of procedure, subject to the provisions stated above with the Employer and PBA no later than fifteen (15) calendar days after receiving the notice of discipline.

The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage.

The employee has the right to be represented by the PBA, an attorney, or other representative at every stage of the proceeding.

## **12.5 Suspension**

In no event, however, shall an employee who has been served with a notice of discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

## **12.6 Grieving a Notice of Discipline**

An employee may grieve a notice of discipline at Step 2 of the Grievance Procedure prescribed Article 13 hereof, by requesting a meeting with the Chief of Police as prescribed therein, no later than fifteen (15) calendar days after receiving the notice of discipline. The meeting, at which the employee and/or representative may attend, shall be conducted at a mutually convenient date to the parties, but in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Chief of Police shall render a written decision no later than five (5) calendar days after such meeting.

## **12.7 Filing for Arbitration**

An employee may appeal the Chief of Police's decision through Article 13 - Grievance Procedure, Step 3: Arbitration, as set forth therein, by filing a notice to the Employer no later than fifteen (15) calendar days after receipt of the decision.

The independent arbitrator shall hold a hearing at a mutually convenient date(s) agreeable to the parties' representatives. The affected employee may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion that are not essential in reaching the determinations. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

## **12.8 Settlement**

The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

## **12.9 Fees and Expenses**

All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the employee or PBA, in the event they are requested to provide their representative. In the event termination is sought by the Employer, the hearing shall have a transcribed record at no cost to the employee or PBA.

## **Article 13 - Grievance Procedure**

### **Section 1 - Definitions**

Definition: As used herein, the following terms shall have the following meaning:

1. "Employer" - shall mean The Town of Crawford.
2. "PBA" - shall mean the Town of Crawford Police Officer's Benevolent Association.
3. Employees - shall mean any person or persons covered by the terms of this collective bargaining agreement.
4. Grievant - shall mean employee, groups of employees, or the PBA acting on behalf of same, alleging to have a grievance.
5. Grievance - shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement. However, such term shall not include any matter that is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
6. Business day - shall mean Monday through Friday, excluding Holidays.

### **Section 2 - General**

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.
2. The grievance shall be submitted to the Chief of Police. A written response is required of the Chief of Police hereunder and shall be returned to the employee involved and/or the PBA.
3. No grievance shall be filed no later than sixty (60) business days after the date on which the act or omission giving rise to the grievance occurred.
4. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this agreement which the employee(s) and/or PBA claims to have been violated.

5. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Employer and PBA enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such settlement or award be retroactive to a date earlier than sixty (60) business days prior to the date that the grievance was first (1st) presented in accordance with this Article.

7. The grievance and arbitration procedure provided for herein, shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the Employer.

8. Failure by the Employer to meet the various time requirements specified herein shall result in advancing a grievance.

### **Section 3 - Procedure**

#### **Step 1: Chief of Police**

An employee or the PBA shall present the grievance in writing to the Chief of Police not later than the date described in Section 2.3 hereof. The Chief of Police shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the PBA. The Chief of Police shall issue a written decision to the employee(s) and the PBA by the end of the fifth (5th) business day after receipt of the grievance.

#### **Step 2: The Town Supervisor**

In the event an employee and/or the PBA, wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the Town Supervisor within five (5) business days from the date of receipt of the Step 1 decision. The Town Supervisor may, and at the request of the PBA, hold an informal hearing within ten (10) business days after receiving the appeal. The PBA may appear at the hearing and present oral or written statements on its position. The Town Supervisor shall issue a written decision to the employee and PBA by the end of the tenth (10th) business day after the close of said hearing, or, in the event that there shall be no hearing, the tenth (10th) business day after the appeal was received.

#### **Step 3: Arbitration**

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Employer. The parties agree to the following three (3) members to serve as arbitrators:

1. Ben Falcigno
2. Peter Prosper
3. Randall Kelly

Each party reserves the right to propose a name for replacement to the respective list upon thirty (30) days written notice. The panel members shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member who can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to either use the panel member that was scheduled next, or the panel member whose schedule is available on the earliest date possible.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion that are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

**Article 14- Base Wage and Longevity**

**14.1 Base Wage**

Effective with the dates as set forth herein, the Base Wage shall be:

Step	Years of Service	1/1/97	1/1/98	1/1/99
1	Starting w/o MPTC	\$23,931*	\$24,888	\$25,884
		11.51/hr	11.97/hr	12.44/hr
1A	Starting w/ MPTC	\$25,066	\$26,069	\$27,112
		12.05/hr	12.53/hr	13.04/hr
2	After 1 Year	\$27,401	\$28,497	\$29,637
		13.17/hr	13.70/hr	14.25/hr
3	After 2 Years	\$29,672	\$30,859	\$32,093
		14.27/hr	14.84/hr	15.43/hr
4	After 3 Years	\$32,007	\$33,287	\$34,618
		15.39/hr	16.00/hr	16.64/hr
5	After 4 Years	\$33,336	\$34,669	\$36,056
		16.03/hr	16.67/hr	16.85/hr
6	After 5 Years	\$35,336	\$36,749	\$38,219
		16.99/hr	17.67/hr	18.38/hr

All part time employees shall be paid as set forth herein:

	1/1/97	1/1/98	1/1/99
Starting w/o MPTC	\$9.70/hr	\$10.10/hr	\$10.50/hr
Starting w/ MPTC	\$12.75/hr	\$13.25/hr	\$13.80/hr

**14.2 Longevity**

All full time employees shall be paid Longevity in their payroll checks in accordance with the following schedule above the Step 6 rate of pay:

Step	Years of Service	1/1/97	1/1/98	1/1/99
7	Starting 7 - 10	\$1,040.00*	\$1,040.00	\$1,040.00
		.50/hr**	.50/hr	.50/hr
8	Starting 11 - 14	\$1,560.00	\$1,560.00	\$1,560.00
		.75/hr	.75/hr	.75/hr
9	Starting 15 - 18	\$2,080.00	\$2,080.00	\$2,080.00
		1.00/hr	1.00/hr	1.00/hr
10	Starting 19 and above	\$2,600.00	\$2,600.00	\$2,600.00
		1.25/hr	1.25/hr	1.25/hr

\* Salary is illustrative only.

\*\* Hourly rate is exact rate of pay to be paid.

## **Article 15- Jury Duty**

### **15.1**

All employees shall be entitled to full pay when required to serve in any court as a possible juror or witness, provided that the employee reports to work on the day(s) that he/she is not required to be in court. The employee agrees that all monies received for service as a juror shall be submitted to the Employer for services as a juror. However, the employee shall retain any and all mileage and/or disbursements incurred and paid for service as a juror.

## **Article 16 - Education**

### **16.1**

The Employer shall reimburse all full time employees one hundred percent (100%) of all tuition and related costs for police related courses and/or seminars that are not geared toward any requisite college courses in obtaining a degree in any field.

### **16.2**

All full time employees shall apply to the Chief of Police or his designated representative prior to enrollment in the course(s) giving the name of the course(s), location of the course(s), cost of the course(s) and the relationship between the course(s) and police work.

### **16.3**

All full time employees must achieve a passing grade in order to be reimbursed by the Employer.

## **Article 17 - General Provisions**

### **17.1 Furnishing of Agreement**

The Employer agrees to print and furnish each of the employees one (1) copy of this agreement, for which they will sign for, as received. New employees shall also be provided a copy of this agreement upon hiring.

## **17.2 Accrual Information**

Information regarding the balance of all paid leave accruals shall be provided, in writing, to each employee by the Employer, on the first (1st) week of each calendar month.

## **17.3 Personal Vehicle Use**

An employee required and authorized to use his/her personal car for Employer use, shall be reimbursed, via a separate check, at the Internal Revenue Service (IRS) approved rate per mile.

## **17.4 Personnel File**

An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, upon five (5) calendar days notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records, shall be placed into an employees personnel file until such time as the employee has had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 13 Grievance Procedure.

## **17.5 Police Vehicle Replacement**

The Employer agrees, that it shall place an order to purchase a new police vehicle in sufficient time prior to all current vehicles achieving in excess of 90,000 miles, except that one (1) in every three (3) patrol vehicles in the fleet may have up to 110,000 miles. The PBA agrees, that in contemplation of receiving the new police vehicle, that any vehicle which may exceed 90,000 miles or 110,000 miles, may be used until such time as the new police vehicle is received, with the understanding that the police vehicle to be used is deemed safe and in good working condition by the PBA. After the new police vehicle is received, the police vehicle with 90,000 or more miles shall not be used by any member of the PBA.

## **17.6 Training Recovery Costs**

In the event the Employer provides an employee, at its cost, the required basic police training (MPTC), and the employee leaves employment on a voluntary basis prior to three (3) years of service, that employee shall be responsible to reimburse the Employer for all related costs incurred on the following schedule:



Leave within one (1) year	-	100%
Leave within two (2) years	-	60%
Leave within three (3) years	-	20%

It is agreed and understood between the parties that related costs shall not include any wages paid to the employee but are intended for tuition, books, ammunition, food, tolls and the like.

**Article 18 - Substance Abuse and Alcohol Policy and Procedure**

**Purpose** - The purpose of this Article is to set standards regarding the use and testing for drugs and alcohol of police officers employed by the Town of Crawford.

**18.1 Officers Subject to Drug and Alcohol Testing**

This policy applies only to police officers.

**18.2 Prohibited Conduct**

a) No officer shall report for duty or remain on duty if that officer has used any non-prescribed controlled substance.

b) No officer shall possess any non-prescribed controlled substance, except as a consequence or requirement in the performance of their duties.

c) No officer shall use any non-prescribed controlled substance, either on or off duty.

d) No officer shall report for duty while under the influence of alcohol.

e) No officer shall possess any alcohol while on duty, except as a consequence or requirement in the performance of their duties.

f) No officer shall consume any alcohol while on duty.

g) No officer shall refuse to submit to a random test pursuant to this Article.

**18.3 Use of Prescription Drugs**

While prescription drugs are not prohibited, they should not render an employee unfit for duty. Situations of this nature should be brought to the supervisor's attention by the employee, especially if the employee's job responsibilities have an impact on the health and safety of others and/or has been identified as a safety sensitive positive. These

situations should be addressed confidentially on a case-by-case basis and, it may be necessary for the employee's physician to certify that the substance does not adversely affect the employee's fitness for duty.

#### **18.4 Kinds of Test**

a) Pre-employment testing.

Any applicant the Employer intends to hire as a Police Officer of the Town must be tested for the presence of controlled substance, and a test report certifying the absence thereof received by the Employer before such applicant may be hired.

b) Random testing.

Each police officer subject to drug and alcohol testing shall be subject to random testing.

Random testing will be performed periodically throughout the year. Officers will be tested immediately after they are notified of their selection unless they are on vacation or on their days off, then they will be tested upon their return.

c) Reasonable suspicion.

Upon reasonable suspicion to believe an officer is using or under the influence of drugs, the Employer may require any such officer to be drug tested. An officer who refuses a reasonable suspicion drug test is subject to disciplinary action pursuant to Article 12 of the collective bargaining agreement.

#### **18.5 Drug Testing Procedure**

a) Collection

Specimen collection is completed at a designated collection site, using security for the collection process, documentation for the chain of custody, the use of authorized personnel, and provides privacy during collection. The specimen's temperature is checked; then the specimen is divided into two (2) separate containers (the primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.

b) Lab Testing

The specimen is sent to a laboratory certified by the Department of Health and Human Services and tested for Marijuana, Cocaine, Amphetamines, Opiates and PCP. It may also be used for PH, specific gravity and signs of adulteration. Any specimen which tests positive at cutoff levels as used under Federal regulations under CFR Part 40 on an initial screening test will be confirmed by gas chromatography/mass spectrometry

(GS/MS). Only those specimens which are confirmed as "positive" in the confirmatory GC/MS test are reported as such.

c) Results

Laboratory test results are reported to the medical review officer (MRO), a physician knowledgeable in drug testing. Positive results will be reported to the Chief of Police and the Town Supervisor after administrative review.

Prescription drugs must be reported and verified before testing. Positive results will be investigated by the MRO or designee, who will determine if the positive test was caused by use of prescription medication in accordance with a doctor's prescription. Verification of opiate positives will follow Federal regulations under CFR Part 40. If the positive test was caused by the use of medication with a valid prescription, the MRO will report the test as "negative". Otherwise, the MRO will verify the test as positive.

The Town Clerk will be sent a sealed envelope containing the results and will keep the record of results in a locked file showing the kind of test that was performed, the date of the collection, the name of the collection facility, the name of the testing facility, and the test results.

d) Split Specimen Testing

If the first sample results in a positive reading, the split specimen will be forwarded by the laboratory to another laboratory certified by the Department of Health and Human Services for GC/MS confirmatory testing, at the employee's expense.

If the test of the split specimen reports the presence of a controlled substance as "negative", then the first positive report is canceled. If the test of the split specimen detects the presence of a controlled substance ("positive"), then the results are reported as "positive" and the officer becomes subject to disciplinary action pursuant to Article 12 of the collective bargaining agreement.

## **18.6 Alcohol Testing Procedure**

Alcohol testing is accomplished by testing the officer's breath using an Evidential Breath Testing Device which is listed in the conforming products list in the Federal Register.

Any time the initial test produces a result of 0.02 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a twenty (20) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substance does not artificially affect the test results. The confirmation test is done using the same instrument as the initial test, using the same procedures.

The confirmation test result will be that which is used in the written report to the officer, the Chief of Police and the Town Supervisor. A (BAC) of 0.04 or greater will be considered a positive test resulting in disciplinary action.

In this regard, the Employer's policy should be understood by each officer to clearly mean that the Employer will not tolerate any violation of these rules by any officer engaged in law enforcement activities, and a violation by any officer involving the use or possession of non-physician prescribed controlled substances or who uses alcohol in violation of this policy, will result in disciplinary action pursuant to Article 12 of the collective bargaining agreement.

#### **18.7 Consequences of a Violation of this Article**

Any officer who violates this Article concerning drug and alcohol use will be subject to disciplinary action pursuant to Article 12 of the collective bargaining agreement.

#### **18.8 Occupational Exposure/Mandatory Reporting**

In the law enforcement profession, officers are sometimes placed into situations in the course of their duties that exposes them to controlled substances. It is the responsibility of the officer to notify the Chief of Police in writing immediately after the exposure. This will insure that if an officer is exposed and then tested there will be written documentation of said exposure prior to the test.

### **Article 19 - Separability**

#### **19.1 Requirement**

In the event that any provision of the collective bargaining agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulation or decrees, such decision shall not affect any other provisions of this agreement, it being the express intent of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

#### **19.2 Impact**

In that event, the parties shall meet and negotiate the impact of the Article(s) and/or sub-section(s) of this agreement that have been declared invalid.

**Article 20 - Mandated Provisions of Law**

"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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**Article 21 - Duration**

**20.1 Term**

This Agreement shall be effective January 1, 1997 through December 31, 1999.

**20.2**

In the event this Agreement expires and there is no successor agreement, all terms and conditions shall remain in full force and effect until such time as an agreement is effectuated.

FOR THE TOWN OF CRAWFORD

*T. Jean Kelly* *12/31/97*  
By: Date

FOR THE TOWN OF CRAWFORD  
POLICE OFFICER'S BENEVOLENT  
ASSOCIATION

*[Signature]* *12.31.97*  
By: Date

## Schedule "A" - Uniforms and Equipment

All full time employees shall be provided, at the Employer's expense, his/her initial uniform and equipment issue, which by agreement shall consist of the following minimum items:

- 4 long sleeve shirts\*
- 4 short sleeve shirts\*
- 4 pair of pants (all season wear)\*
- 1 Spring/Fall jacket (with liner)
- 2 ties\*
- 1 tie clip
- 1 Winter jacket
- 1 raincoat
- 1 hat
- 1 pair of shoes or boots
- 1 Garrison belt
- 1 bullet proof vest
- 1 shield (for hat)
- 10 Town of Crawford PD patches\*
- 10 U.S. Flags\*
- 1 name tag
- 1 set of collar brass
- 2 police shields
- 1 service weapon with sufficient ammunition for maximum capacity of weapon, spare magazines and/or repeaters
- 1 black leather service belt
- 1 black leather holster
- 1 black leather double-magazine ammo case
- 1 black leather handcuff case
- 1 pair of handcuffs with keys
- 1 nightstick
- 1 nightstick holder
- 1 keyholder and 1 set of department keys
- 4 black leather belt keepers
- 1 flashlight with batteries
- 1 black leather flashlight holder
- 1 portable hand held radio\*\*
- 1 black leather radio holder\*\*

\* All part time employees shall be provided with the same initial uniform and equipment as set forth above except as follows:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 pair of pants (all season wear)
- 1 tie
- 6 Town of Crawford PD patches
- 6 U.S. Flags

\*\* The portable hand held radio with shoulder extension and holder shall be made available to every employee for their regularly scheduled tour of duty in the event this equipment is not issued individually.

All employees shall receive additional uniforms and equipment as required and determined by the Chief of Police, at no cost to them. Any and all such additional uniforms or equipment as required and determined by the Chief of Police, shall become part of Schedule "A" for issue to existing and new employees.

### Schedule "B" - Uniform Cleaning and Maintenance

All employees shall be entitled, at the Employer's expense, to have their uniforms cleaned and maintained, which by agreement shall be in accordance with the following schedule:

Shirts -	three (3) times per week
Pants -	three (3) times per week
Jackets -	two (2) times per year
Ties -	one (1) time per month
Hat -	one (1) time per year

All part time employees shall be entitled at the Employer's expense, to have their uniforms cleaned and maintained, which by agreement shall be in accordance with the following schedule:

Shirts -	one (1) time per week
Pants -	one (1) time per week
Jackets -	one (1) time per year
Tie -	one (1) time per month
Hat -	one (1) time per year

In the event a uniform article is soiled as a result of a line of duty performance, all employees shall be permitted to have the uniform article(s) cleaned without charge against the above schedule.