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Union: **Gold Badge Club of Greece Police Department, CWA**

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Greece, Town Of And Cwa Local
1170 (Gold Badge Club/Supervsry)

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TO
PLT

AGREEMENT

between

THE TOWN OF GREECE

and

THE GOLD BADGE CLUB

January 1, 2001 - December 31, 2005

RECEIVED

JAN 11 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This Agreement entered into this day of , , by and between the Town Board of the Town of Greece, County of Monroe and State of New York, hereafter referred to as the "Town", and the Gold Badge Club of the Greece Police Department, affiliated with Local 1170 CWA, hereinafter referred to as the "Union".

WHEREAS, the Town and the Union, as parties to this Agreement, are desirous of entering into a written contract with respect to salaries, wages, hours and other conditions of work; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - PURPOSE

It is the policy of the Town to continue harmonious and cooperative relationships with its employees. This policy is confirmed by the provisions of the Public Employees' Fair Employment Act granting public employees the rights of organization and representation in the determination of the terms and conditions of their employment. The purpose of this Agreement is to establish and maintain an orderly and constructive relationship between the parties hereto. This agreement recognizes the legitimate interests of the members of the Union to participate through collective bargaining in the determination of the terms and conditions of their employment and to promote fair and reasonable working conditions.

The Town and Union agree not to discriminate against any employee on the basis of sex, age, color, religion, race, national origin, or handicapped status.

The Town further agrees it will not discriminate against any employee for membership or non-membership in the employee organization or for any other lawful union activity as defined in the Taylor Law.

ARTICLE 2 - RECOGNITION

- 2.1 Pursuant to the certification by the New York State Public Employment Relations Board on April 24, 1981, (Case #C-2084), the Town hereby recognizes the Gold Badge Club, affiliated with Local 1170 CWA, as the sole and exclusive representative for all employees in the collective bargaining unit as set forth hereinafter and in any other classification which may be mutually agreed upon by the parties in writing, or set forth in a determination made by the New York State Public Employment Relations Board, and excluding all seasonal, temporary, part-time employees and all other employees.

The Town agrees that the Gold Badge Club, affiliated with Local 1170 CWA, is the sole and

exclusive representative for the purposes of bargaining collectively and for entering and executing agreements with the Town with respect to rates of pay, wages, hours of employment, and other conditions of employment.

- 2.2 The collective bargaining unit shall consist of Captain, Precinct Commander, Lieutenant, Sergeant, Detective Supervisor, Detective Supervisor (Youth Specialist); Detective, and Detective (Youth Specialist).
- 2.3 The Town shall deduct from the wages of employees and remit to the Union regular membership dues on behalf of those employees who have signed authorization permitting such payroll deductions. In addition, the Town shall deduct from the wages of employees and remit to the Union any initiation fee adopted by the Union and uniformly applied.
- 2.4 Effective upon execution of this agreement, each employee who chooses not to become a member of the Union, shall as a condition of hire and continued employment, remit to the Union by payroll deduction an agency fee. Such agency fee shall be equal to the dues and initiation fees uniformly required of a member of the union.
- 2.5 The Union shall indemnify and hold the employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Town as a result of the action taken by the employer under the provisions of Section 3 and 4 of this Article.
- 2.6 The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike or concerted refusal to work or to impose an obligation upon its members to conduct, assist, or participate in such strike or concerted refusal to work.

ARTICLE 3 - MANAGEMENT RIGHTS

It is understood and agreed that all functions of Management of the Town which are not specifically limited by the express language of this agreement are retained by the Town.

The functions described in this Article are illustrations of the responsibilities retained by the Town and are not intended as an inclusive list. The Management of the operations, methods, the direction of the work force, including but not limited to the right to direct and control all operations or services to be performed in or at the facilities of the Town; to decide what work, if any, shall be performed in the facilities by the employees; to schedule working hours (including overtime work); to hire, promote, demote, and transfer; to suspend, dismiss, discharge for cause; to relieve employees because of lack of work, or for other legitimate reasons; to make and enforce reasonable rules and regulations; to establish standards and wages for new or changed jobs; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities are among the responsibilities vested exclusively in the Town Management.

Nothing in this provision shall be construed to limit the rights and obligations of either party to this

agreement. The Town agrees that it will not exercise any of its rights hereunder in an arbitrary or capricious manner.

ARTICLE 4 - RETIREMENT PLAN

The Town shall pay 100% of each employee's contribution to State Employees' Retirement System on behalf of each member of the unit covered by this Agreement. The plan shall be known as the New York State Policemen's and Firemen's Fund, 384-d (Code 3.0032) or 384, whichever is appropriate. Said retirement plan shall be referred to as the twenty-year half-pay plan or twenty-five year half-pay plan, whichever is applicable.

The Town agrees to continue the life insurance applicable to the New York State Policemen's and Firemen's Retirement Fund, 384-d (Code 3.0032).

Effective January 1, 1980, the Town agrees to adopt the provision of the New York State Retirement and Social Security Law (Section 302.9.d) for those employees who qualify and who are in Tier I of the Retirement System.

This provision defines "final average salary" as the regular compensation earned by a member during the twelve months of the actual service immediately preceding the date of such employee's retirement.

ARTICLE 5 - HOLIDAYS

Each employee covered by this Agreement shall receive each year (13) thirteen holidays. Each employee will be paid at his regular rate of pay for said holidays in one combined payment in the first pay check of December. The thirteen holidays shall be as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
4th of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Day

ARTICLE 6 - VACATION

Each employee covered by this Agreement shall receive a vacation with pay based upon the following schedule to be determined by the anniversary date of employment of the individual employee:

<u>Length of Service</u>	<u>Length of Vacation</u>
6 mos. - 1 year	6 days
1 year - 2 years	12 days
2 years - 10 years	18 days
10 years - 15 years	21 days
15 years - 20 years	24 days
20 years	27 days
21 years and over	plus one (1) day for each year beyond 20

Vacation shall be taken in the year in which it is earned, unless otherwise agreed to between the employee and the Chief of Police or his designee, with final approval by the Town administration.

Vacation requests shall take precedence over compensatory time requests when such requests are made simultaneously.

Choice of vacation shall be governed by seniority within the department by operating watch for the April 15th posting.

Thereafter, vacation requests shall be granted on a first-come, first-served basis, irrespective of rank. If a conflict of requests exists, seniority shall be the determining factor.

The department will maintain separate seniority lists for Command Officers and Investigative Personnel. Said lists are for purposes of vacation selection only.

In the event an employee incurs documented illness, accident or death of a relative while on Vacation, any charge against Vacation credits will cease upon the first day of such illness, accident or death.

Any unused accrued Vacation time will be paid to an Employee's estate upon death.

Vacation entitlement shall be made in recognition of continuous service with the Town during the prior year. Employees whose utilization of sick days during the prior year exceed 30 shall have their vacation entitlement reduced by one day, or their compensatory time bank reduced by eight (8) hours, (employee's option) for each thirty 30 work days of illness during the prior year. Adjustments to vacation banks shall occur only in the year subsequent to the extended period(s) of absence. This provision will be effective with vacation granted in January, 1990, for sick leave taken during 1989.

ARTICLE 7 - COMPENSATION

7.1 *Salary*

Effective pay period 1 of 2001 the 2000 salary schedule shall be increased by five percent (5%).

Effective pay period 1 of 2002 the 2001 salary schedule shall be increased by three and one quarter percent (3.25%).

Effective pay period 1 of 2003 the 2002 salary schedule shall be increased by three and one half percent (3.50%).

Effective pay period 1 of 2004 the 2003 salary schedule shall be increased by 3.50%. If the Consumer Price Index (All Cities U Index) for the period January 1, 2004 through December 31, 2004 is more than four percent (4%), the Town will pay fifty percent (50%) of the amount between four percent (4%) and six percent (6%) in a lump sum payment, which will not be added to the base, payable in the first pay period of February 2005. This will be paid only to employees on payroll as of the first pay period of February 2005.

Effective pay period 1 of 2005 the 2004 salary schedule shall be increased by 3.5%. If the Consumer Price Index (All Cities U Index) for the period January 1, 2005 through December 31, 2005 is more than four percent (4%), the Town will pay fifty percent (50%) of the amount between four percent (4%) and six percent (6%) in a lump sum payment, which will not be added to the base, payable in the first pay period of February 2006. This will be paid only to employees on payroll as of the first pay period of February 2006.

7.2 *Shift Differential*

Effective January 1, 1999, the following shift differential will be applied to the base wage of effected members:

Employees assigned to the 2:00 p.m. to 10:00 p.m. shift: 2 ½ % of the base annual salary;

Employees assigned to the 10:00 p.m. to 6:00 a.m. shift: 3% of the base annual salary.

The shift differential will be paid quarterly, based on assignment to a premium shift for a majority of the preceding quarter. Shift premium will apply to the shift for a majority of the preceding quarter. Shift premium will apply to the regularly assigned schedule only, and not to overtime or special assignments.

In the event of a new or changed title, the Town agrees to maintain appropriate salary integrity between titles and to consult with the Union relative to salary slotting.

7.3 *Longevity*

The Town of Greece shall pay each employee covered by this agreement longevity pay at the rate of \$50.00 per year for each year of continuous employment, commencing with the fourth year of such employment with the Police Department. The intent of such longevity pay is construed to mean that it shall be paid to the Police Officer as an inducement to give long and faithful service to the Town of Greece.

When a Police Officer retires or resigns from the Police Department, he shall be entitled to longevity payment computed with relation to the actual time he worked in the year of retirement or resignation. The time worked and the year of retirement-resignation will be computed to the nearest quarter of said year, and said resigning-retiring officer will receive either one-quarter, one-half, three-quarters or the full amount of longevity payment received in the prior year, depending on the number of quarters he worked.

Employees working longer than six months in their retirement-resignation year, in addition to the above-specified amount shall receive an additional \$50.00. Said retiring-resigning officer and all eligible working officers will receive this longevity payment during the second week in December of each year of this collective bargaining agreement.

Employees coming on the payroll of the Town subsequent to December 31, 1977, shall receive longevity increments on the same basis as existing employees. However, longevity payment to such new employees shall be limited to \$1,000 per year.

In an effort to retain the services of experienced officers, the Town will provide the following Retention Incentive:

Upon completion of	21 years - \$2000
	22 years - \$2500
	23 years - \$3000
	24 years - \$3500
	25 years - \$4000
	26 years - \$4500
	27 years - \$5000
	28 years - \$5500
	29 years - \$6000
	30 years - \$6500

Eligibility for this Retention Incentive shall be determined by years of service in the New York State Police and Fire Retirement System. Transferred civilian time shall not be considered in this calculation.

The Retention Incentive shall be paid to employees in the pay period following their anniversary date.

7.4 *Special Assignments*

Effective July, 1989, and as long as these special assignments/services are maintained by the Town, officers who volunteer and are subsequently assigned shall be compensated as follows:

Swat Team Officers who participate in the Swat Team shall receive 4 hours compensatory time per month as an additional stipend while assigned to the unit. In order to receive the monthly Swat Team allowance, an Officer must participate in all scheduled drills and training sessions, and must be available for unit assignments as directed, or on approved leave by his supervisor.

K9 Team An officer assigned to the K9 team shall receive 8 hours compensatory time per month as an additional stipend.

Technicians Officers who participate in the Technician Unit shall receive 6 hours compensatory time per month as an additional stipend while assigned to the unit. In order to receive the monthly Technician allowance, an Officer must participate in training sessions as scheduled, and must be available for unit assignments as directed, or on approved leave by his supervisor

Scuba Team Officers who participate in the Scuba Team shall receive 4 hours compensatory time per month as an additional stipend while assigned to the unit. In order to receive the monthly Scuba Team allowance, an Officer must participate in all scheduled drills and training sessions, and must be available for unit assignments as directed, or on approved leave by his supervisor

Fire Investigator Officers who participate in the Fire Investigation Team shall receive 4 hours compensatory time per month as an additional stipend while assigned to the unit. In order to receive the monthly Fire Investigation Team allowance, an Officer must participate in all scheduled drills and training sessions, and must be available for unit assignments as directed, or on approved leave by his supervisor.

Bomb Technicians Officers who participate in the Bomb Technicians Team shall receive 4 hours compensatory time per month as an additional stipend while assigned to the unit. In order to receive the monthly Bomb Technicians Team allowance, an Officer must participate in all scheduled drills and training sessions, and must be available for unit assignments as directed, or on approved leave by his supervisor.

*Self Defense Instructor/
Range Officers*

Officers who are certified as Self Defense Officers or Range Officers shall receive an annual stipend of \$150, to be paid in December.

Roll Call

Officers who are assigned to Roll Call shall be compensated at the rate of 15 minutes of straight time for preparation and conducting of each Roll Call.

ARTICLE 8 - WORK DAY AND WORK WEEK

- 8.1 The work week shall be based upon a four days on, two days off schedule.
- 8.2 There shall not be any automatic rotating shifts.
- 8.3 A work day shall consist of eight (8) hours. The parties recognize the right of the Chief of Police to make necessary changes consistent with the efficient operation of the department, consistent with the four days on and two days off schedule.
- 8.4 ***Labor/Management Referral:*** The Town agrees to give notice to the Union of its plan to modify the four and two work schedule as to a proposed new function, along with its rationale for such modification. This topic shall be referred to the Labor/Management Committee to attempt to resolve the matter.
- 8.5 Any persons who are directed to work a schedule other than four and two shall receive equal compensation to compensate for the deviation from the four/two work schedule. For example, a person who is directed to work a five/two work schedule would receive an additional (18) compensatory days off per year. Cash or compensatory time off shall be at the option of the employee. If the officer elects cash payment, the payment shall be made in a separate check, concurrent with the issuance of the first regular paycheck in December.
- The Town currently interprets the overtime provision of the Fair Labor Standards Act not to apply to the titles covered by this agreement. Should the Act, or the interpretation of the Act be modified, the application of this provision will not be inconsistent with the Act.
- 8.6 Any member required to be on call shall receive one hour cash or compensatory time for every eight hour period per day, or portion thereof, of on call.
- 8.7 Call-out shall be defined as a call to report immediately. Any officer called out shall be guaranteed minimum pay of three hours at the rate of time and one half, cash or compensatory time at the Officer's option. Hours actually worked shall be included in the calculation of overtime.

- 8.8 At the conclusion of each pay period each employee covered by this agreement will affix their signature to a time accounting card (timecard) certifying that the hours listed on the card are actual hours worked or paid for (vacation, sick, etc.) during that pay period.

ARTICLE 9 - OVERTIME

9.1 *Overtime*

Each employee will be entitled to compensation at the rate of time and one-half for all ordered police activities and duties worked in excess of his normally scheduled work hours, unless otherwise indicated in this article. Employees shall have the option of taking this compensation at time and one-half pay or time and one-half compensatory time off.

Members will be allowed to accrue compensatory time in lieu of overtime payment up to a maximum of one hundred fifty (150) hours. All members shall be allowed to receive cash payment for earned compensatory time for up to but not to exceed one hundred fifty (150) hours. Such payment shall be made at the member's base rate of pay in the first full pay period in January provided that the member has requested such payment on or before September 1st of the previous year. Upon written request to elect this payment, the amount of the compensatory time requested by the member will be removed from the credit bank and held until paid in January.

9.2 *Court Stand By*

When an off duty officer is notified that he is to be available for Court as a witness, he will be on standby for a period of two hours commencing with the scheduled start of court and be paid one hour at time and one half, cash or compensatory time at the officer's choice, for such standby. If for any reason the officer is notified that he is to remain on standby beyond the initial two hour limit, he will be advised as to the time he will be on additional standby and will be paid at the rate of time and one half, cash or compensatory time at the officer's choice, for any required additional time beyond the initial two hour limit. The Town will notify the Union of changes in Court Time and agrees to negotiate the impact of such changes.

9.3 *Court Appearance*

Officers required to appear at court hearings shall be guaranteed three hours at the rate of time and one-half (1 1/2) inclusive of standby time of one and one-half (1 1/2) hours, if appropriate. Time spent at court hearings in excess of three hours shall be paid for at the rate of time and one-half (1 1/2). Hours actually worked shall be included in the calculation of overtime.

An Officer required to appear at court and whose appearance is canceled without forty-eight (48) hours notice, will receive one (1) hour pay at time-and-one-half. If 48 hours notice is given, there will be no payment.

9.4 ***Reassignments***

The department will not reassign an officer for the purpose of circumventing overtime payment, unless the officer and his Superior Officer mutually agree. If anticipated overtime plus the ordinary tour of duty will result in over twelve continuous working hours, the Chief of Police shall have the right to reassign the officer to an appropriate shift. By mutual agreement between the Superior Officer and the reassigned officer, each officer who works overtime under this paragraph may take compensatory time off in lieu of cash payments for overtime worked. The intent and purpose of this paragraph is to cover those situations only where an officer may be called in for an emergency situation and at times other than his normal shift.

9.5 ***Calculation of Overtime***

An officer will be compensated at the rate of time and one half for all overtime hours worked. Overtime shall be calculated in 15 minute intervals.

9.6 ***Distribution of Overtime***

Insofar as practicable, overtime will be divided as equally as reasonably possible among members qualified to perform the work under the following provisions:

- a. Road Patrol specific overtime will be equally distributed among all road patrol members regularly assigned to the effected platoon;
- b. Special Events overtime will be equally distributed among all members of the unit.

The Town will provide the Union each pay period with a listing of overtime earned per member per the pay period.

ARTICLE 10 - SICK LEAVE

Employees covered by this Agreement may be permitted continual sick leave for any illness or injury not sustained in the line of duty, in accordance with the following schedule:

- Up to five (5) years service - 6 months (183 days)
- Five years to retirement - 12 months (365 days)

If unable to return to duty after this period, the officer's case will be reviewed by the Chief of Police, and consultation with the officer's physician and the Town physician, if one is appointed. The Chief of Police will make recommendations to the Town Board. The Town Board, in its discretion, may make one of the following determinations:

1. Temporary termination from the payroll with reinstatement rights at any time within one year;
2. Retirement from active service, if so entitled;
3. Dismissal from the Department;
4. An extension of sick leave.

An Officer who exhausts the one (1) year of continuous sick leave at full-pay and returns to work shall be credited with 30 days sick leave at full-pay plus an additional ten (10) days at full-pay per month, less any personal sick leave taken during the month. Should the Officer exhaust all his sick leave he shall receive half-pay for personal illness in that year. The Employee may, at his option, utilize any accumulated vacation or compensatory time to extend his full-pay status prior to beginning half-pay status. One year after the date that this section is applied to an Employee, the Employee will be covered for sick leave as set forth in the above sections of Article 10.

The provisions of this article do not apply to any sick leave resulting from line of duty injury or illness.

Any employee on sick leave is considered continually on sick leave and the provisions of this order, including those covered in the rules and regulations of the Department will apply until he returns to duty, regardless of scheduled recreation days or holidays occurring during such sick leave.

Other provisions and procedures concerning sick leave shall be set forth in the rules and regulations of the Department, and shall not be modified without mutual agreement in writing.

Pregnancy-related disability shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

Any employee who is pregnant may continue working as long as she and her attending physician feel she can adequately perform her work. The employee will also be allowed to use her accrued vacation and compensatory time credits during the non-disability period of maternity leave.

The employee has the right to be reinstated at the same pay as she was earning when leave was taken within six (6) months, subject to, the approval of her attending physician.

Employees who are absent from work due to personal illness for eight (8) consecutive days shall present to the department a physician's statement verifying illness or injury during the period of

time, and certifying the ability of the employee to return to work.

For illnesses or disabilities extending beyond the initial eight (8) day period, it will be the employee's responsibility to advise the department and provide through a physician's statement, a brief explanation of the disability along with an estimated return to work date. The employee shall update this physician's statement periodically, but no less than every thirty (30) days. Failure to follow these procedures in a timely manner may result in delayed payment of sick leave, or denial of these payments.

ARTICLE 11 - BEREAVEMENT LEAVE

Permanent full-time employees will be allowed up to four (4) working days leave with pay due to the death in the employee's immediate family, including mother, father, spouse, child, brother, sister, grandparents or person occupying the position of a parent of the employee or his spouse, or any other relative who is an actual member of the employee's household. Also, such employees will be granted three (3) working days leave with pay due to the death of the employee's sister-in-law, brother-in-law, or the spouse's grandparent. Said absence must be reported to the department head or his designee on the first day of such absence.

Upon request, the employee shall submit to the department head or his designee a notice of death or other evidence attesting to the validity of such absence.

The employee may reserve one (1) of these days to attend to legal business directly resulting from the death of this family member. Scheduling of this day will be with the approval of the Chief of Police, and is subject to verification, if requested.

ARTICLE 12 - EDUCATIONAL BENEFITS

12.1 *Tuition*

The Town will, with advance approval of the Town Supervisor or his designee, reimburse seventy-five percent (75%) of the cost of the tuition for employees who successfully complete courses toward an Associates Degree in Police Science upon submission of the appropriate documentation and financial records. The Town will further reimburse seventy-five percent (75%) for employees who successfully complete courses toward a Bachelor's Degree in the manner hereinafter described. Effective January 1, 1987, approved courses initiated at the Masters level will be included in Tuition benefits. The Town will contribute a maximum of fifty dollars (\$50.00) per semester for books and supplies. Approval to participate in either a college or course of study may be given by the Town Supervisor. No officer electing to take advantage of the benefit will claim payment from the Town under the Agreement if he elects to claim benefits from another program. If the benefits of another program do not completely cover the cost of the education, the officer may then elect to request the Town to pay the

difference between the benefit received from other sources and the actual cost of said education.

12.2 *Educational Incentive*

Effective January 01, 2001, the Town will pay an incentive increment to each officer who obtains a certificate of completion or has completed thirty (30) hours toward his A.A.S. Degree in a Police Science program approved by the Town each year. The officer shall provide the Town with a transcript showing successful completion of his thirty (30) hours of credit.

The Town will pay an incentive increment to each officer who obtains an A.A.S. Degree or higher academic degree each year. Should an officer begin employment with the Department and already possess a certificate of completion or a higher academic degree, he will be compensated in the manner herein described. Herein described increments will be paid by the Town in accordance with procedures in effect at the time of the signing of this Agreement. An officer may receive only one payment per year.

The incentives will be as follows:

30 credit hours	.5% of base pay
Associates degree	1.0% of base pay
Bachelor's degree	1.5% of base pay
Master's degree	2.0% of base pay

ARTICLE 13 - RECIPROCAL RIGHTS

- 13.1 The Town recognizes the right of the Union to designate a Board of Officers, limited to three, an attorney, and a CWA representative to appear on its behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of the contract, and to visit other employees of this bargaining unit during working hours. Such representatives shall also be permitted to appear at public hearings before the appropriate municipal organizations. The said representatives may be dressed in civilian clothing. The Union will give the names of their representatives and attorney to the Town Board each year when they are designated.
- 13.2 The Union shall have the right to post notices and communications relative to the Union business on the bulletin boards maintained on the premises and facilities of the Town.
- 13.3 The President or a member of the Board of Officers shall be permitted a reasonable amount of time free from their regular duties, to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Town and the employees and the uninterrupted operations of the Department.

- 13.4 Members of the Board of Officers (limited to three at any one time) shall be given up to twenty-three (23) days per year each to attend to Union business (not to exceed an aggregate of sixty-nine (69) days), not specified in Sections (1) and (3) above, as paid release time. These persons shall be considered on duty when attending, going to or coming from such functions. The Chief of Police may grant additional paid release days in excess of twenty-three (23) at his discretion upon request of the Union President. The clause shall not be construed to grant an officer compensation when on regularly scheduled days off; however, he shall be paid when released from a regularly scheduled work day to attend to these duties.
- 13.5 The Union President, Vice-President, Secretary/Treasurer (or their designees, limited to three), under this Reciprocal Rights clause, when going to or coming from such functions, or going to, coming from or attending conventions for the Union, shall be considered on duty with regard to all rights and benefits under this contract relevant to the New York law and federal law. This clause shall not be construed to grant an officer compensation when on a regularly scheduled day off; however, he shall be paid when released from a regularly scheduled work day to attend to these duties.

ARTICLE 14 - LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be formed and meet at mutually agreed times to discuss topics of mutual concern and to insure a harmonious relationship. This Committee shall consist of:

1. The Chief of Police and
2. The Board of Officers of the Unions

An agenda of issues to be discussed shall be submitted in advance within a reasonable period of time.

ARTICLE 15 - HEALTH INSURANCE

15.1 *Medical Insurance*

Active Employees: All members hired or promoted to the unit prior to July 16, 1996 will be provided Blue Choice or Preferred Care as the base plan at no cost to the member. Members hired or promoted to the unit subsequent to July 16, 1996 will be provided Blue Choice Select or Preferred Care Community as the base plan. If a promoted member was not contributing to the cost of medical insurance immediately preceding the promotion to the unit, the plan will be provided at no cost to the member. If the member was contributing to the cost of medical insurance immediately preceding the promotion, he shall continue to contribute at the same percentage rate toward the cost of the Blue Choice Select or Preferred Care Community.

If a member elects to enroll in the Blue Cross/Blue Shield Blue Million plan, he will be responsible for the difference between the Town's contribution to the base plan (higher

cost HMO as defined above) and the cost of the Blue Million premium. This payment will be made by payroll deduction.

If a member elects to enroll in a medical insurance plan offered in the community, sponsored by Blue Cross/Blue Shield or Preferred Care, whose premium cost is less than the Town's contribution for the member as defined above (higher cost HMO), the Town will reimburse the employee 50% of the savings for each affected month. This payment will be made in the first pay period of December of each year.

Employees who decline health insurance coverage with the Town shall receive a payment from the Town the equivalent of twenty-five percent (25%) of the employee's base plan that would have been paid for the months in which they were not covered by the Town. Payments will be made in the first pay period in December of each year. The employee shall have the right to return to the Town's group coverage upon a change in status or during any "open enrollment" periods.

Retired Employees: The Town agrees to continue to provide health insurance coverage for retirees covered by this Agreement, under the same conditions that applied to their coverage at the time of retirement, providing the employee has had at least ten (10) years of continuous service with the Town.

If a retiree relocates to an area that does not have reciprocity or affiliation with the local HMO's with which the Town participates, he may, upon proof thereof, participate in the Blue Million plan. If the member did not contribute to the cost of his medical insurance at the time of his retirement, the Town will pay the full cost of the Blue Million plan. If the member was contributing to the cost of his medical insurance plan at the time of his retirement, he shall contribute according to the same percentage or formula to the cost of the Blue Million premium. If there is no affiliated HMO in the area to which the retiree relocates, and the retiree wishes to participate in a non-affiliated HMO, the Town will contribute the cost of the premium directly to that HMO in an amount not to exceed the Town's contribution to the Blue Million plan for that retiree.

This provision shall apply only to new employees coming on the Town payroll subsequent to January 1, 1975.

Coverage upon Death

1. Active Employees: The Town will continue to provide medical insurance coverage for a one (1) year period after the employee's death for the widows and widowers of employees, provided the following conditions are met:

- a. The employee was eligible for retirement benefits under the New York State Employee's Retirement System or Police & Firemen's Retirement System (i.e. meets the service and age requirements, if any, of their plan).
- b. The employee met the minimum 10 years of Town Service to qualify for continued medical coverage.

- c. Comparable medical insurance is not available from the surviving spouse's employer or other source.

In the event that any employee dies as the result of a line of duty incident, continuous coverage will be provided for the surviving spouse (irrespective of the years of service) provided comparable medical insurance is not available from the surviving spouse's employer or other source. Insurance will be discontinued upon remarriage.

- 2. Retirees: The widows or widowers of retirees who die within one (1) year of retiring from Town Service will receive continued medical insurance for a one (1) year period, provided b and c above are met.

15.2 *Dental Insurance*

The Town shall contribute the following amounts to a dental plan which shall be mutually agreed upon between the Town and the Union:

January 1, 2001	Single - \$25.00/month	Family - \$45.00/month
January 1, 2002	Single - \$27.00/month	Family - \$48.00/month
January 1, 2003	Single - \$29.00/month	Family - \$51.00/month
January 1, 2004	Single - \$31.00/month	Family - \$54.00/month
January 1, 2005	Single - \$33.00/month	Family - \$57.00/month

15.3 *Eye Care Plan*

The Town shall contribute the following amounts per employee per year to Local 1170 CWA Health, Welfare and Pension Plan:

January 1, 2001:	\$84.00
January 1, 2002:	\$86.00
January 1, 2003:	\$88.00
January 1, 2004:	\$90.00
January 1, 2005:	\$92.00

ARTICLE 16 - LIFE INSURANCE

Effective with the execution of this agreement, the Town shall provide, at no cost to the employee, group life insurance in the amount of twenty five thousand dollars (\$25,000) per employee with guaranteed convertibility features after retirement. The Town shall also provide twenty-five hundred dollars (\$2500) to each child under age twenty-one (21) and the salary the employee would have received for the next twelve (12) months, including appropriate holiday pay, to the spouse, or children in the event of the spouse's death, of any officer killed in the line of duty.

The Town will require the carrier to provide a copy of the policy in effect during the duration of the contract. The Town agrees to notify the Union prior to change of carriers.

Insofar as the Town has agreed to provide life insurance in the amount of \$25,000 for all employees who are covered by this contract, when an employee reaches age 65, the Town will continue to provide that employee with \$25,000 of life insurance by supplementing the current group policy with a plan of self-insurance which guarantees that the employee will suffer no reduction of life insurance protection or benefits as a result of his or her reaching age 65. Such plans will be submitted to the Union for approval.

ARTICLE 17 - CLOTHING ALLOWANCE

17.1 *Uniforms*

The Town shall pay for and provide, alter and repair all uniforms and equipment necessary and required for the proper performance by the uniformed Police Officers in their duties, in accordance with the Police Department Manual, as amended by the Greece Town Board.

The Town will provide all uniformed members of the department with rubber boots and will replace such boots as the need arises.

17.2 *Personal Property Damage*

Effective upon execution of this Agreement, the Town shall reimburse officers for loss or damage to personal property and clothing incurred in the performance of duty, in accordance with the rules and regulations of the department, providing that such loss or damage report is properly documented and submitted within a prompt and reasonable time.

Reimbursement may be limited to replacement or repair of eye glasses, clothing and timepieces, not to exceed eighty-five dollars (\$85) for each item.

17.3 *Plain Clothes Allowance*

Effective January 1, 1996, the clothing allowance shall be increased to \$425.00 per year. The foregoing allowance shall pertain to employees in CID, Youth Bureau and anyone else directed to wear plain clothes. The clothing allowance shall be paid in December of each year to persons holding one of the designated positions as of January 1 of that year. Employees who have served in a designated position for less than one year shall receive

1/12 of the clothing allowance for each full month during which the employee held the position.

17.4 *Shoe Allowance - Uniformed Personnel*

Effective January 1, 1996 each uniformed Officer shall receive \$100.00 per year for shoe allowance with shoes to meet the standards set by the Chief.

ARTICLE 18 - SENIORITY

Seniority of employees covered under this Agreement shall be governed by the procedures as set forth in Section 80 of the Civil Service Law.

A current seniority list showing names, length of service, dates and rank shall be maintained for inspection by representatives of the Union.

An employee shall forfeit his seniority rights only for the following reasons:

1. resignation without reinstatement in one year;
2. termination for just cause;
3. retirement

All lateral vacancies within a precinct shall be posted in such precinct for a period of at least seven (7) calendar days, unless an emergency exists.

A lateral vacancy shall be deemed to exist only as a result of an employee's termination, retirement, long-term illness, leave of absence or as a result of the creation of new positions.

Any employee wishing to be considered for the posted vacancy shall submit his request to the Chief of Police or his designee.

Seniority shall be a primary factor in the filling of a lateral vacancy, providing that, in the sole judgment of the Chief of Police, the senior employee is fully qualified and poses no interference with the efficient operation of the department.

In the event there are no requests to fill a posted vacancy, inverse seniority shall be a primary factor in the filling of a lateral vacancy, providing that, in the sole judgment of the Chief of Police, the low seniority employee is fully qualified and poses no interference with the efficient operation of the department.

Any dispute concerning the qualification of an employee may be referred to the Labor/Management Committee for discussion only, providing the employee disqualified is the complaining party.

Nothing contained in this article shall be construed to curtail the right of the Chief of Police to

deploy departmental employees to serve the best interests of the department.

Choice of vacation shall be by virtue of seniority consistent with the effective and proper operation of the Department, and pursuant to the provisions of the article entitled "Vacation".

For purposes of vacation, time off, and choice of days and/or hours of work within the Detective or Youth Division, the seniority of Sergeants and Detectives shall be considered on an equal footing.

Seniority as it relates to benefits under the provisions of this agreement, shall be determined by:

1. rank;
2. continuous service in rank;
3. date of appointment to previous rank or ranks;
4. date of hire with the Greece Police Department as a Police Officer ("date of hire" is the first working day for which an employee receives compensation. For those officers for whom Town Law 153 applies, the new seniority will be considered "date of hire");
5. total prior experience as a full time New York State Certified Police Officer or Patrol Deputy, excluding prior experience already credited in accordance with Town Law 153;
6. civil service final exam rating on the Police Officer candidates list from which hired;
7. full time employment with the Town of Greece, other than as a Police Officer, immediately preceding the date of hire as a Police Officer;
8. recruit academy ranking.

Consistent with this Article, the order of rank for employees covered by this agreement shall be:

1. Captain
2. Commander
3. Detective Supervisor
4. Sergeant
5. Detective

ARTICLE 19 - GRIEVANCE PROCEDURE

Each employee shall have the right to present his grievance to the representatives of the Town, free from interference, coercion, restraint, discrimination, or reprisal, shall have the right to representation in all steps of the grievance procedure.

A grievance shall be defined as any claimed violation of a specific and express provision of this agreement, or any matter which relates to employee health or safety or any claimed misinterpretation or inequitable application of the rules and regulations of the Greece Police provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, position classification, or any matter which the Town is without the authority to act.

Pendency of a grievance shall in no way operate to impede, delay or interfere with the right of

the Town to take the action complained of.

Working days shall be defined as Monday through Friday, except for Holidays recognized by this agreement which shall not be counted in the time limits.

Step 1 A grievance, as defined hereinabove, between an employee and the Town shall be initiated in the first instance by the employee to the Chief within twenty (20) working days following its known occurrence to the grievant.

The grievance shall stipulate the specific provision, or provisions, of the contract which is alleged to have been violated by the Town. The Union itself shall be entitled to initiate this grievance procedure.

The Chief of Police shall serve a written reply to the aggrieved party or parties within five (5) business days of the submission of the grievance.

Step 2 In the event the grievance is not disposed of under Step I, the aggrieved employee may request a review of the grievance with the Town Supervisor or his representative. Such request shall be submitted to the Town Supervisor in the same manner provided for in Step 1 of the grievance procedure within five (5) business days of the conclusion of Step 1.

The Town Supervisor or his authorized designee shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their positions. The Town Supervisor or his authorized designee shall serve a written reply to the aggrieved employee within seven (7) business days following the close of the hearing.

Step 3 In the event the grievance is not disposed of under Step 2 of the grievance procedure, the aggrieved employee may submit the grievance to arbitration in the manner provided for below within eighteen (18) business days of the conclusion of Step 2.

The parties shall meet promptly for the purpose of attempting to select a mutually acceptable arbitrator to resolve the grievance. Should the parties be unable to agree upon a mutually acceptable arbitrator, a request from the grieving party shall be submitted to New York State Public Employment Relations Board requesting a panel of seven (7) names to be submitted to both parties to the dispute. The parties shall select an arbitrator from the panel submitted by alternately striking the names from the panel until one name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator, after reviewing oral and written statements and testimony presented at such hearing, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall act in a judicial, not legislative, capacity, basing his decision upon the express language, not implied meanings, of this Agreement. He shall apply the express language of this Agreement to the claim of the grievance and no more, without adding to, subtracting from or in any way amending the express terms of this Agreement. Past practices may be considered in interpreting an ambiguous provision of this Agreement where it applies directly to such provision. Past practices, regardless of their nature, may not be considered by an arbitrator for the purpose of creating an employee or Union right or Town right, obligation or liability, unless expressly recognized and affirmed in writing by the Town. The arbitrator's decision shall cover only the issue in dispute without recommendation or comment on other matters, and no liability shall accrue against the Town for a day prior to ten (10) days preceding the date the grievance was instituted in writing. If the dispute as presented does not involve an obligation assumed by the Town under this Agreement or the application of the express terms of this Agreement, the arbitrator shall so rule in his award, and the matter shall be entertained no further by him. The fees and expenses of the arbitrator shall be shared equally between the parties hereto.

The time limits as set forth herein shall be strictly adhered to and may be waived for good cause only by written consent between the parties to this Agreement.

Any employee receiving a Letter of Training shall be allowed to submit a response to the Letter of Training. All Letters of Training (and Employee Responses) shall be removed from the employee's personnel file after one (1) year. This provision shall not be subject to the Grievance Procedure.

ARTICLE 20 - DISCIPLINARY PROCEDURES

- 20.1 An employee who has completed his probationary period shall not be disciplined, discharged, or demoted without just and sufficient cause.
- 20.2 An employee who is disciplined or discharged shall be served a notice of the action taken and the specific reasons therefore. The notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the Town, or affects the integrity of the Greece Police Department, the employee may be suspended and the serving of the notice shall be waived for a period of forty-eight (48) hours.
- 20.3 A permanent and competitive employee charged with misconduct or incompetency shall be served with charges and specifications pursuant to Section 75 of the Civil Service Law. Any employee may choose to waive his rights under Section 75 and proceed to the grievance and arbitration provisions as set forth below.
- 20.4 Notwithstanding the provisions of this Article, the Town and the Union recognize that the officers holding the positions of Detective Supervisor, Detective Supervisor (Youth

Specialist), Detective and Detective (Youth Specialist) do not hold positions by permanent appointment in the competitive service of civil service. Those officers are appointed to hold the positions for an indefinite term by the Town Board. All officers holding these positions have permanent civil service appointments as patrolmen, or the highest Civil Service rank achieved. In order to recognize the unique situation of these officers, the Town and the Union agree as follows:

1. A decision by the Chief of Police to suspend or discharge one of these officers for just cause shall be subject to Sections II and V of this Article.
 2. A decision of the Chief of Police to demote one of these officers and reassign them to the road patrol must be for just cause (unless the reassignment is made as part of a reorganization of the Department which results in the elimination of one of these positions) and shall be subject to review by a committee consisting of a member of the Board of Officers of the Union, the Supervisor of the Town and the Chief of Police. The majority decision of this committee shall be final and binding on the parties and not subject to further review under this agreement.
- 20.5 Except as provided in Section IV above, any non-probationary employee aggrieved by a disciplinary action against him may:
1. Within ten (10) days of services or charges and specifications, the employee shall, in writing, grieve the action of the Town, and, if applicable, simultaneously execute a waiver of rights under Section 75 of the Civil Service Law.
 2. The disciplinary action of the Town shall be processed commencing at Step 1 of the grievance procedure.
 3. The pendency of a grievance under this article shall not restrict the Town's right to take the action being contested by the employee.
 4. Nothing contained herein shall be construed to contravene the rules, regulations and procedures of the Department.

The arbitrator shall confine himself solely to the review of the determination of guilt or innocence of the grievant and determine whether or not the decision was based upon clear and convincing evidence. The arbitrator shall be precluded from any determination with respect to the merits of the rules and regulations of the Greece Police Department or with respect to the penalty imposed upon the grievant except where the penalty imposed is found to be unreasonable, arbitrary or capricious.

ARTICLE 21 - PROBATIONARY PERIOD

The probationary period for an employee entering the bargaining unit from a lower position outside the bargaining unit shall be for a period of six (6) months if promotion is based on an

internal selection procedure, and twelve (12) weeks if based on appointment from a Civil Service eligible list, during which time such employee may be returned to his former position for unsatisfactory performance without recourse to the grievance procedure.

The probationary period for an employee promoted from one position to another shall be a period of six (6) months if promotion is based on an internal selection procedure, and twelve (12) weeks if based on appointment from a Civil Service eligible list, during which time such employee may be returned to his former position for unsatisfactory performance without recourse to the grievance procedure.

ARTICLE 22 - COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the employer and the union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

This Agreement shall represent all employees' rights, privileges and benefits granted by the Town to its employees; and unless specifically and expressly set forth in this Agreement, all practices and benefits previously granted are not in effect.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW AND TO THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.

It is further agreed and understood by both parties that this agreement and all provisions herein are subject to all applicable laws; and in the event any provisions of this Agreement are held to violate such law, such provisions shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provisions had not been a part of this Agreement.

ARTICLE 23 - MILEAGE REIMBURSEMENT

Employees using their personal automobiles for Town business shall be reimbursed per the rate

established by the IRS. Employees shall be paid for all parking expenses incurred in performing their job duties.

Reimbursement shall not be made for use of personal vehicles driven to and from the employee's home.

ARTICLE 24 - MEMBER'S RIGHTS

To insure that the rights of the members are protected regarding this Agreement, questions may arise from time to time concerning the actions of the members of the Department. Such questions may require prompt investigation by superior officers designated by the Chief of Police. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the rights of each member of the force, the following rules of procedure are hereby established.

1. The interrogation of any Bureau members shall be at a reasonable hour, preferably when the member officer is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise. A determination as to the reasonableness of the hour shall be at the discretion of the investigating officer.
2. Said interrogation shall be conducted at a location designated by the investigating officer, usually at Police Headquarters. Said investigations shall not be made at member's home if he so requests.
3. The member shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the name and rank of the officer conducting the interrogation, and the complete identity of all persons present during the interrogation.
4. If known, the member will be informed of the nature of the investigation before any interrogation commences. If known, sufficient information to reasonably apprise the member of the allegations made shall be provided. If it is known that the member being interrogated is only a witness in the matter, he shall be advised of the fact.
5. The interrogation shall be completed with reasonable dispatch and reasonable respites shall be allowed. Time will also be provided for personal necessities, meals, telephone calls and rest periods. Any determination of the reasonableness shall be at the discretion of the investigating officer.
6. The member shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein contained is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

7. In all cases where a member is to be interrogated concerning an alleged violation of Department rules and regulations which, if proven, may result in dismissal or the infliction of other disciplinary punishment upon him, he shall be afforded reasonable time and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Union before being interrogated.
8. Requests for consultation and/or representation in administrative investigation shall be denied unless sufficient reasons are advanced, except the officer will have the right granted him in Para. 7 above.
9. If known by the investigating officer that a special report may result in disciplinary action against the member, no member will be ordered to write a special report regarding such possible disciplinary action unless he is informed by the investigating officer of the reason for the report and that the report may result in disciplinary action. The member will be afforded reasonable time to consult with an attorney before writing said special report. Such reasonable time shall be in the discretion of the investigating officer, but shall not exceed twenty-four (24) hours from the time a special report is requested. A request for an extension of the 24 hour period shall not be unreasonably denied.
10. The member will be provided with a copy of the said special report.

When a member is the target of a departmental investigation and has not been interviewed by the officers conducting the investigation, that member shall be interviewed upon his/her written request to the Chief of Police. That interview is to be included in said investigation.
11. The refusal of a member to answer pertinent questions concerning any non-criminal matter may result in disciplinary action. The officer may consult with his attorney as specified in Paragraph 9.
12. In all criminal investigations, the members must be given the Miranda warning prior to any investigation.
13. In the event a member is required to take a breathalyser or chemical test for any reason, he is entitled to elect to have a representative of the Union or any other police officer of his own choosing, who is immediately available, present while said test is given.
14. An employee may be requested to undergo a polygraph test for non-criminal matters, but shall not be required to comply.
15. Employees shall be supplied with a copy of his personnel evaluation report within reasonable time of the employee signing the form.

ARTICLE 25 - LEGAL DEFENSE

DEFENSE OF CRIMINAL CHARGES

- A. In the event that a police officer is accused of engaging in criminal conduct for an act or omission that occurred or allegedly occurred while the police officer was performing or attempting to perform his/her official powers and duties and thereafter the charges against the police officer are favorably disposed of either by dismissal of all such charges, or no billed by a Grand Jury, or upon the complete acquittal after trial, the Town shall pay, on behalf of the police officer, any and all reasonable and necessary attorney's fees, disbursements and other litigation expenses incurred by the police officer.

The police officer shall be entitled to private counsel of his choosing.

In the case of attorney's fees, the Town and the attorney shall make every effort to establish the rate of compensation to be paid to the attorney in the event that the defense is favorably disposed of as set forth above. In no case shall the police officer's defense be delayed in any way if the Town and the attorney are not able to reach agreement. In the event that agreement cannot be reached and payment is ultimately required of the Town as set forth above, then the rate charged by the attorney shall be that rate prevailing in the local legal community as guided by the factors set forth in rule DR2-106B of the Code of Professional Responsibility.

In the case where the Town is obligated to pay, the attorney shall submit to the Town a detailed bill delineating the date the services were provided, the nature of the services, the time involved in providing the services along with a detailed list of any and all disbursements and litigation expenses. Such bill shall be presented to the Town attorney within thirty (30) days after the obligation to pay on the part of the Town arises. In the event that the Town does not dispute an aspect of the bill, then the Town shall pay the attorney within sixty (60) days of the receipt of the bill.

CIVIL ACTIONS OR PROCEEDINGS AGAINST POLICE OFFICERS

- B. The Town shall provide for the defense of a police officer named in any civil action or proceeding before any State or Federal court or administrative agency seeking any type of relief, arising out of any act or omission that occurred while the police officer was performing or attempting to perform his/her official powers and duties. This duty to provide for a defense shall not arise where the action or proceeding is brought by or at the behest of the Town itself unless the police officer is totally successful in such action or proceeding.
- C. The Town shall defend or may employ special counsel to defend the police officer in any

civil action or proceeding unless it is determined that a conflict of interest exists or may arise, in which case the police officer shall be entitled to private counsel of his choice except that the Town attorney may require that more than one police officer be represented by the same attorney, if appropriate. If special counsel is employed, the Town shall pay reasonable and necessary attorney's fees prevailing in the local legal community at rates established at the time of employment as well as disbursements and litigation expenses incurred by a police officer in his defense. Special/private counsel's fees, disbursements and litigation expenses shall be submitted by the attorney promptly after the end of each month to the Town attorney, in the manner and form required.

- D. The Town shall indemnify and save harmless a police officer in the amount of any judgement obtained against the police officer in any civil action or proceeding in a State or Federal court or administrative agency, or as the result of any settlement of a claim approved by the Finance Director or the Town Board provided that the act or omission given rise to the judgement and/or settlement occurred while the police officer was performing or attempting to perform his official powers and duties. In the case of punitive damages, the duty to indemnify and save harmless shall not arise unless the Town determines that the police officer was properly discharging his powers and duties within the scope of his public employment. This duty to indemnify and save harmless shall not arise where a judgement is obtained or a claim settled as a result of an action or proceeding brought by or at the behest of the Town itself.
- E. The duties to defend and/or to indemnify and save harmless shall be conditioned upon:
 - (a) delivery by the police officer to the Police Chief a written request to provide a defense together with the original or copy of the request, summons, complaint or any other legal process within five (5) business days after he is served with such document, and
 - (b) the full and continued cooperation of the police officer in defense of such action or proceeding against him, or against the town, based upon his alleged acts or omissions, and in the prosecution of any appeals.
- F. Upon entry of a final judgement against the police officer or upon settlement of the claim, the police officer shall serve a copy of such judgement or settlement, personally or by certified or registered mail, within thirty (30) days of the date of entry or settlement, upon the Town Attorney; and if not inconsistent with the provisions of this section, the amount of such judgement or settlement shall be paid by the Town.
- G. All payments made under the terms of this section shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.
- H. Any dispute arising under the Article shall be submitted to arbitration pursuant of this agreement, except disputes as to conflict issues, which shall be decided in the court where the action is pending.

The Town agrees to keep in full force and effect coverage. The policy is available for review in the Town Attorney's Office.

ARTICLE 26 - OUT OF TITLE ASSIGNMENT

If an officer is temporarily assigned to a position other than his normally assigned position or title, he is to receive the pay scale of the temporarily assigned position if that rate of pay is higher than his normal rate of pay. In no event is he to receive less than his present rate of pay. This is not to apply if the officer is assigned because he is working on a specific case and his work with respect to said case requires that he have said assignment.

ARTICLE 27 - FALSE ARREST INSURANCE

The Town shall continue in effect for the term of this agreement, insurance on behalf of all employees the benefits of which meet, minimally, the benefits set forth in Appendix B of the January 1, 1986 - December 31, 1986 contract. The Town shall notify the Union of any changes in the self-insurance program or commercial carrier, as appropriate.

ARTICLE 28 - OFF-DUTY ACTIONS

Effective upon execution of this Agreement, the Town of Greece shall compensate officers for time spent in court or other administrative hearings which resulted from valid and acceptable police actions taken by the officer while off duty.

The Town shall not be liable for such compensation where it is reasonably established that the officer had engaged in intentional wrongdoing, gross negligence or abuse of power.

ARTICLE 29 - CHECK OFF BOX

The Town agrees to provide the Union with a multipurpose check-off box. The Union agrees to indemnify and hold the employee harmless against any and all claims, suits, orders, or judgements brought or issued against the Town as a result of the action taken by the employer under the provisions of this section.

ARTICLE 30 - DEFERRED COMPENSATION

Effective January 1, 1988 the Town shall implement a Deferred Compensation Plan for the Employees.

ARTICLE 31 - FLEXIBLE SPENDING ACCOUNT

Effective the execution of this agreement, the Town will provide the opportunity for employees to establish, upon written request, a flexible spending account through payroll deduction.

ARTICLE 32 - TERMS OF AGREEMENT

The agreement shall be effective January 1, 2000 and shall terminate on December 31, 2005.

The parties mutually agree that negotiations for the contract year 2006 will commence about June 1, 2005.

In the event that the Town and the Union are unable to reach a new agreement by December 31, 2005, it is agreed that all benefits, terms and conditions of this existing Agreement shall remain in full force and effect until a new agreement is reached.

It is further agreed that in the event that there is such a contract lapse, the Union will not assist or participate in any strike, work slowdown or other concerted refusal to work, or impose an obligation upon its membership to conduct, assist or participate in such a strike, work slowdown or other concerted refusal to work.

Nothing contained in this Agreement shall be retroactive prior to the execution date of this Agreement, unless specifically set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals this
day of _____, 2001.

TOWN OF GREECE, NEW YORK

By: John Aulerger
Supervisor

GOLD BADGE CLUB

By: [Signature]
President

Town Negotiating Team

[Signature]
[Signature]

[Signature]

Union Negotiating Team

[Signature]

[Signature]

Gold Badge Salary Schedule - pay period 1/2004
3.5% Increase

Title		
Detective	annual	\$69,483.04
	bi-weekly	\$2,672.42
	hourly	\$35.8900
	overtime	\$53.8350
Sergeant	annual	\$69,715.36
	bi-weekly	\$2,681.36
	hourly	\$36.0100
	overtime	\$54.0150
Det. Supervisor	annual	\$73,897.12
	bi-weekly	\$2,842.20
	hourly	\$38.1700
	overtime	\$57.2550
Lieutenant	annual	\$78,059.52
	bi-weekly	\$3,002.29
	hourly	\$40.3200
	overtime	\$60.4800
Captain Precinct Cmdr.	annual	\$86,268.16
	bi-weekly	\$3,318.01
	hourly	\$44.5600
	overtime	\$66.8400

Gold Badge Salary Schedule - pay period 1/2005
3.5% Increase

Title		
Detective	annual	\$71,922.40
	bi-weekly	\$2,766.25
	hourly	\$37.1500
	overtime	\$55.7250
Sergeant	annual	\$72,154.72
	bi-weekly	\$2,775.18
	hourly	\$37.2700
	overtime	\$55.9050
Det. Supervisor	annual	\$76,491.36
	bi-weekly	\$2,941.98
	hourly	\$39.5100
	overtime	\$59.2650
Lieutenant	annual	\$80,789.28
	bi-weekly	\$3,107.28
	hourly	\$41.7300
	overtime	\$62.5950
Captain Precinct Cmdr.	annual	\$89,288.32
	bi-weekly	\$3,434.17
	hourly	\$46.1200
	overtime	\$69.1800

Gold Badge Salary Schedule - pay period 1/2001
5% Increase

Title		
Detective	annual	\$62,842.56
	bi-weekly	\$2,417.02
	hourly	\$32.4600
	overtime	\$48.6900
Sergeant	annual	\$63,016.80
	bi-weekly	\$2,423.72
	hourly	\$32.5500
	overtime	\$48.8250
Det. Supervisor	annual	\$66,811.36
	bi-weekly	\$2,569.67
	hourly	\$34.5100
	overtime	\$51.7650
Lieutenant	annual	\$70,586.56
	bi-weekly	\$2,714.87
	hourly	\$36.4600
	overtime	\$54.6900
Captain Precinct Cmdr.	annual	\$77,982.08
	bi-weekly	\$2,999.31
	hourly	\$40.2800
	overtime	\$60.4200

Gold Badge Salary Schedule - pay period 1/2002
3.25% Increase

Title		
Detective	annual	\$64,875.36
	bi-weekly	\$2,495.21
	hourly	\$33.5100
	overtime	\$50.2650
Sergeant	annual	\$65,068.96
	bi-weekly	\$2,502.65
	hourly	\$33.6100
	overtime	\$50.4150
Det. Supervisor	annual	\$68,979.68
	bi-weekly	\$2,653.06
	hourly	\$35.6300
	overtime	\$53.4450
Lieutenant	annual	\$72,871.04
	bi-weekly	\$2,802.73
	hourly	\$37.6400
	overtime	\$56.4600
Captain Precinct Cmdr.	annual	\$80,518.24
	bi-weekly	\$3,096.86
	hourly	\$41.5900
	overtime	\$62.3850

Gold Badge Salary Schedule - pay period 1/2003
3.5% Increase

Title		
Detective	annual	\$67,140.48
	bi-weekly	\$2,582.33
	hourly	\$34.6800
	overtime	\$52.0200
Sergeant	annual	\$67,353.44
	bi-weekly	\$2,590.52
	hourly	\$34.7900
	overtime	\$52.1850
Det. Supervisor	annual	\$71,399.68
	bi-weekly	\$2,746.14
	hourly	\$36.8800
	overtime	\$55.3200
Lieutenant	annual	\$75,426.56
	bi-weekly	\$2,901.02
	hourly	\$38.9600
	overtime	\$58.4400
Captain Precinct Cmdr.	annual	\$83,344.80
	bi-weekly	\$3,205.57
	hourly	\$43.0500
	overtime	\$64.5750