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

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PLT 19470

AGREEMENT BY AND BETWEEN

THE TOWN OF CRAWFORD

AND

THE TOWN OF CRAWFORD POLICE SERGEANTS

JANUARY 1, 2004 To DECEMBER 31, 2004

**RECEIVED**

JUL 13 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PREAMBLE**

This labor agreement made and entered into this 15<sup>th</sup> day of June, 2004, by the Town of Crawford, (hereinafter referred to as “Employer”) and the Town of Crawford Police Sergeants (hereinafter referred to as “Employee, Police Officer, Officer or Ranking Personnel”).

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 agreement**

#### **1.1 Application of agreement**

This agreement shall apply to the police Sergeants position’s within the Town of Crawford Police Department.

### **Article 2 - Obligation of the Sergeants**

#### **2.1 Strike Prohibition**

The Sergeants affirm that they will 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 Sergeants agree that they 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.

## **Article 3 - Sergeants Rights and Responsibilities**

### **3.1 Labor/Management**

Authorized spokespersons for the Employer and Sergeants, 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 Sergeants 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 12 - 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 4 - Workday and Work Schedule**

### **4.1 Workday**

The workday for employees shall be ten (10) hours .

All employees shall be in uniform of the day and ready to work at the scheduled beginning time of their shift. All employees shall remain in the uniform of the day until the scheduled end of their shift.

### **4.2 Work Schedule**

**As a pilot program for contract period:** All employees shall work a four day work schedule per week and three days off as developed by the Chief of Police and published monthly.

## **Article 5 - Overtime, Call In Pay and Stand By Time**

### **5.1 Overtime Payment and Compensation**

Work in excess of 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 sergeants at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate, inclusive of longevity, if applicable. Overtime shall be calculated and paid in one-quarter (1/4) hour increments as follows:

- 1 through 15 minutes - one-quarter (1/4) of an hour
- 16 through 30 minutes - one-half (1/2) of an hour
- 31 through 45 minutes - three-quarters (3/4) of an hour
- 46 through 60 minutes - one (1) hour

### **5.2 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) hour 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, regularly scheduled court, 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 6 or when the affected employee is not scheduled to work.



**Article 6 - Leaves With Pay**

**6.1 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
2 through 4 years	80 hours per year
5 through 10 years	120 hours per year
11 through 14years	180 hours per year
15 years and above	220 hours 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 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 250 hours, all time exceeding the maximum will be paid in cash or transferred to sick time bank, this choice to be made by the employee.

All previous banks that are above the new maximum will be paid in cash or transferred to sick time bank to the new maximum level.

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.

## 6.2 Sick Leave

Effective January 1<sup>st</sup> 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.

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 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 shall have no accumulated limit. However, upon separation for any reason from the employer, all full time employees or their beneficiaries, as the case maybe, shall be paid at the rate of pay current and at the percentage rate of accumulation time listed in the chart below.

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

**6.3 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 accumulation.

Any employee who works on any of the holidays enumerated above, shall receive time and one-half (1.5) of their base hourly rate, inclusive of longevity, if applicable.

All employees shall be entitled to accumulate and carry over from year to year a maximum of two hundred (200) hours 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 work week, that employee shall not be entitled to seniority preference. Holiday time shall be treated as a vacation request, with equal application concerning approval

All previous banks that are above the new one year maximum will be paid in cash to the new maximum level.

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 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.

**6.4 Personal Leave**

Effective January 1<sup>st</sup> of each year, all employees shall be credited with twenty-four (24) hours of personal leave. Affected employees who enter service after January 1<sup>st</sup> 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 15<sup>th</sup>, 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 6.2, herein.

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

### **6.5 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, 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, brother-in-laws and sister-in-law.

### **6.6 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.

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

The Employer shall grant any leave of absence with pay required by law providing that the required time is during the scheduled shift of the employee.

## **Article 7 - Uniforms and Equipment**

### **7.1 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. 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.

All employees while utilizing town equipment will care for and maintain such equipment in their control in a manner that shall not bring undue wear or damage. In the event that it is determined by the Chief of Police that equipment has been damaged unduly or intentionally the employee shall be responsible for its replacement or monetary value at the time of damage.

### **7.2 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. The employee shall show proof of the damaged property and its cost at time of purchase.

### **7.3 Cell Phone ?**

The Town agrees to reimburse the employee \$300.00 annually in the month of December of each year for the possession and maintenance of a cell phone that has acceptable reception within the town to be used for town and personal business. The employee agrees to maintain call availability both on and off duty in the event that the employee is needed.

## **Article 8 - Insurances**

### **8.1 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.

The Employees agree to accept the unionized organizations health insurance plan within the Town of Crawford in the event that they chose to accept another health insurance plan or provider.

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

## **8.2 Health Insurance Carrier**

The Employer reserves the right substitute insurance carriers, self-insurers, or a combination of the two. Before the Employer effectuates such a change, it shall submit anticipated plan or plans to the Sergeant's for review. 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.

## **8.3 Health Insurance on Retirement**

An Employee who retires shall receive, at no cost to himself/herself or eligible dependants, the same level of benefits contained in the Core Plus Medical and Psychiatric Enhancements Plan as described in the New York State Insurance Plan (known as the Empire Plan) provided to active Police Officers and Sergeant's or available Health Maintenance Organization (HMO), at their option, who serves a minimum of twenty(20) years with the employer.

## **Article 9 - Retirement**

### **9.1 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 10 - Seniority**

### **10.1 Definition and Applicability**

Seniority for all 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 11 - Disciplinary Procedure**

### **11.1 Command Discipline**

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 following maximum penalties may be imposed at this level by the Chief of Police as follows:

1. Each written reprimand to be placed in the employee's personnel file; and/or
2. A reduction in vacation accruals for the full time employee which shall not exceed three (3) work days.

### **11.2 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.

### **11.3 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 or a violation of the code of ethics. The specific act(s) that warrant disciplinary action and the proposed sanction(s) shall be specifically contained in the notice of discipline.

The employee shall be provided a copy of the notice of discipline.

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 seven (7) calendar days or by exercising his/her rights under Section 75 and/or 76 of the Civil Service Law."

#### **11.4 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 no later than seven (7) 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 an attorney, or other representative at every stage of the proceeding.

#### **11.5 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.

#### **11.6 Grieving a Notice of Discipline**

An employee may grieve a notice of discipline at Step 2 of the Grievance Procedure prescribed Article 12 hereof, by requesting a meeting with the Chief of Police as prescribed therein, no later than twenty-one (21) 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 twenty-one (21) calendar days after the date for the meeting was requested. The Chief of Police shall render a written decision no later than fourteen (14) calendar days after such meeting.

#### **11.7 Filing for Arbitration**

An employee may appeal the Chief of Police's decision through Article 12- Grievance Procedure, Step 3: Arbitration, as set forth therein, by filing a notice to the Employer no later than twenty-one (21) 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.

### **11.8 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 and placed in employee file.

### **11.9 Fees and Expenses**

All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the employee, 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.

## **Article 12 - 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. Employees - shall mean any person or persons covered by the terms of this agreement.
3. Grievant - shall mean employee, groups of employees, alleging to have a grievance.
4. Grievance - shall mean any claimed violation, misrepresentation or inequitable application of the 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.
5. 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 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.

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) claim to have 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 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 (1<sup>st</sup>) 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 shall present the grievance in writing to the Chief of Police not later than the date described 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). The Chief of Police shall issue a written decision to the employee(s) by the end of the tenth (10<sup>th</sup>) business day after receipt of the grievance.

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

In the event an employee wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the Town Supervisor within ten (10) business days from the date of receipt of the Step 1 decision. The Town Supervisor may, and at the request of the employee, hold an informal hearing within ten (10) business days after receiving the appeal. The employee 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 by the end of the fifteenth (15<sup>th</sup>) business day after the close of said hearing, or, in the event that there shall be no hearing, the fifteenth (15<sup>th</sup>) business day after the appeal was received.

### Step 3: Arbitration

In the event the employee wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Employer. The employer and employees must agree to an individual to serve as arbitrator at the time of arbitration request by the employee:

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this 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 13 - Base Wage and Longevity

**13.1 Base Wage:** All wages are based on a 40 hour per week schedule as indicated in Article 4. Hourly rates are actual and \* indicates an illustrative annual 2080 hour base pay scale.

Richard Morrow	\$ 27.40 per hour	*\$ 56,984.00
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Eric Meier	\$ 25.75 per hour	*\$ 53,560.00
------------	-------------------	---------------

Dominick Blasko	\$ 25.75 per hour	*\$ 53,560.00
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## **Article 14 - Jury Duty**

### **14.1**

All employees shall be entitled to full pay when required to serve in any court as a possible juror or witness, provided that the time is in conflict with normal shift to be worked and 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 15 - Education**

### **15.1**

The Employer shall reimburse all full time employees one hundred percent (100%) of all tuition costs for police related courses and/or seminars that are approved under article 15, section 15.2.

### **15.2**

All full time employees must apply for approval of article 15, section 15.1 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), the relationship between the course(s) and police work and/or it's benefit (s) to the town.

### **15.3**

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

## **Article 16 -General Procedures**

### **16.1 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.

### **16.2 Accrual Information**

Information regarding the balance of all paid leave accruals shall be provided, in writing, to each employee by the Employer at the employees request.

### **16.3 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.

### **16.4 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 maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 12 Grievance Procedure.

## **Article 17 - 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 and ranking personnel employed by the Town of Crawford. For the purpose of this article the term police officer or officer shall be inclusive of all ranking personnel covered under this agreement.

### **17.1 Officers Subject to Drug and Alcohol Testing**

This policy applies to police officers and ranking personnel.

### **17.2 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 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.

### **17.3 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 position. 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.

### **17.4 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.

## 17.5 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 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.

### **17.6 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.

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

Any Employee who violates this article concerning drug and alcohol use will be subject to disciplinary action pursuant to Article 11 Disciplinary procedure herein.

### **17.8 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 18 - Separability**

### **18.1 Requirement**

In the event that any provision of the 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.

### **18.2 Impact**

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

## **Article 19 - 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 20 - Duration

20.1 Term

This Agreement shall be Effective January 1, 2004 through December 31, 2004

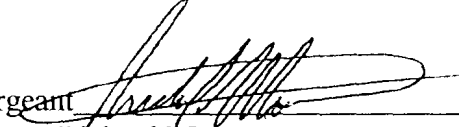
20.2

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

By:  Date 6/15/04

FOR THE TOWN OF CRAWFORD  
POLICE SERGEANTS

\* Sergeant  Date, 06-07-04  
Richard Morrow

\* Sergeant Eric Meier Date, 6-7-04  
Eric Meier

\* Sergeant  Date, 06-07-04  
Dominick Blasko

## 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 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 nightstick
- 1 nightstick holder
- 1 key holder 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

\*\* 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.

## 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 a week
Pants	-	three (3) times a week
Jackets	-	two (2) times per year
Ties	-	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.