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Union: **Orangetown Policemens Benevolent Association**

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AGREEMENT

BETWEEN THE

TOWN OF ORANGETOWN

AND

ORANGETOWN POLICEMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2002 - DECEMBER 31, 2005

RECEIVED

APR 18 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

4/18/05

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Tom

INTRODUCTION

The enclosed collective bargaining agreement is a combination of the following:

1. The 1983-84 contract provisions except where amended or deleted by the parties or by arbitration.
2. Some portions of the sign-off consent document dated August 28, 1984.
3. Compulsory Interest Arbitration Award (Case No. IA 84-36, M84-356) dated December 2, 1985; covering 1985-86.
4. Compulsory Interest Arbitration Award (Case No. IA 87-10, M87-004) dated August 15, 1988; covering 1987-1988.
5. Negotiated settlement for 1989-1990.
6. Compulsory Interest Arbitration Award (Case No. IA 91-01) dated March 28, 1992; covering 1991-1992.
7. Compulsory Interest Arbitration Award (Case No. IA 92-53) dated July 22, 1994; covering 1993-1994.
8. Negotiated settlement(s) for 1995, 1996 and 1997.
9. Compulsory Interest Arbitration Award (Case No. IA98-030) dated October 7, 1999; covering 1998-1999.
10. Negotiated settlement for 2000-2001.
11. Negotiated settlement for 2002-2005.

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PREAMBLE

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

1. Maintain a harmonious and cooperative relationship between the Town of Orangetown and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government.
2. Promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees' Fair Employment Act.

ARTICLE ONE

RECOGNITION

- 1.1 The parties to this Agreement are the Town of Orangetown (hereinafter referred to as the "Employer"), and the Orangetown Policemen's Benevolent Association (hereinafter called the "Union").
- 1.2 The Employer agrees that the Union shall be the sole and exclusive representative for all permanent police officers in the Department of Police in the Town of Orangetown, except the Chief of Police, the Captain of Police, Administrative Lieutenant, school crossing guards, auxiliary police and all civilian employees of the Department.
- 1.3 The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.
- 1.4 The Union agrees that it shall not cause or sanction, either directly or indirectly, any strike or

any other stoppage or slowing down of work designed to impede or having the effect of impeding the normal efficient operations of the Department.

1.5 In the event of any such unauthorized activity, the Union shall notify the participating employee(s) that their activities are in violation of the Agreement and shall cease forthwith and the Union shall direct the employees to return to work immediately.

ARTICLE TWO

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

2.1 All management functions, rights, powers and authority, whether heretofore or hereafter exercised, shall remain vested exclusively in the Employer. It is expressly recognized that these functions include, but are not limited to:

- (a) full and exclusive control of the management and the operation of the Town;
- (b) direct supervision of the working force;
- (c) scheduling of work;
- (d) the right to introduce new and improved methods or facilities;
- (e) the right to hire, promote, transfer, assign and retain employees and to appraise, train, suspend, charge or take disciplinary action against employee(s);
- (f) the reduction or increase of the working force and work;
- (g) the right to abolish or change existing jobs, including the right to establish new jobs, consistent with the New York State Civil Service Law and Rockland County Civil Service Rules and Regulations;
- (h) the right to formulate any reasonable rules and regulations, not inconsistent with the terms of this Agreement.

2.2 The intent and purpose of the within Article is to set forth the rights and responsibilities of the Employer. Nothing contained herein shall deprive the Employer and the Union of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable law and/or rule or regulation.

ARTICLE THREE
RIGHTS OF EMPLOYEES

3.1 Employees of the Department hold a unique status as public employees in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

The security of the community depends, to a great extent, on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relations with the public. Out of these contacts may come questions concerning the action of the members of the Department. These questions may require investigation by superior officers designated by the Employer. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- a. The interrogation of an employee shall be at a reasonable hour, preferably when the employee of the Department is on duty, unless the exigencies of the investigation dictate otherwise. If any time is lost, the employee of the Department shall be given compensatory time.
- b. The interrogation shall take place at a location designated by the Department Head, ordinarily at Police Headquarters or a location having a reasonable relationship to the incident alleged.

- c. The employees of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee of the Department is being interrogated as a witness only, he/she should be so informed at the initial contact.
- d. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- e. All employees of the Department shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their Constitutional, legal or contractual rights.
- f. The employee of the Department shall not be subjected to the use of offensive language by the investigating employee, nor shall said employee be threatened with transfer or disciplinary action unless said employee refuses to answer proper questions as defined in Section e. The foregoing prohibition against threats shall not be construed to prohibit the investigating employee from advising the employee of the Department of the character of the discipline the Department may impose nor from advising the employee of the Department that if said employee refuses to answer proper questions as above, said employee may be subject to additional charges.

The employee's consent to the settlement of a disciplinary action (formal or informal) and to any discipline shall not be binding on said employee until 24 hours after the settlement, except in circumstances where there is danger to the public.

- g. The complete interrogation of the employee of the Department shall be recorded mechanically or by a stenographer. There will be no "off the record" questions except by mutual consent by both parties. All recesses called during the questioning shall be recorded.
- h. If an employee of the Department is under arrest or is likely to be, or he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
- i. In non-criminal cases, the employee shall have an opportunity to consult, within 24 hours, with said employee's counsel and/or union representative, if said employee so requests, before being questioned. This clause is not to be interpreted in such a manner as to prevent questioning of employees by superiors with respect to their conduct in the normal course of business. No representative provided by the union shall act in such capacity while on duty.

It is understood that the rights herein granted will not be used to unduly delay the expeditious disposition of investigations of conduct.

- j. Any disciplinary action taken against an employee of the bargaining unit by the Department shall be subject to the provisions of Article 15 of this Agreement.

ARTICLE FOUR

DUES CHECKOFF AND AGENCY FEE DEDUCTION

4.1 The Town agrees to deduct from the salary of all unit members who are not members of the Association, an amount equivalent to the amount of dues payable to the Association, by its members and to deduct dues from the salary of all unit members who are members of the Association; said dues shall be deducted from each paycheck. The Association shall inform the Town of the amount of dues to be deducted, and the individuals from whom dues are to be deducted. Written authorization by the employee shall be furnished to the Town where such employee is an Association member. The Agency Shop Fee deduction shall be made in accordance with the provisions of Section 208.3 of the Civil Service Law. This request for dues deductions must be signed by the employee on a copy of the following authorization form to be provided by the Association.

"TO: Town Board of the Town of Orangetown:

I hereby authorize you to deduct from my pay, on a bi-weekly basis, the amount specified as dues or assessments by the Orangetown Policemen's Benevolent Association and to forward this amount in my name to said Union.

I understand that this checkoff authorization shall remain in effect until revoked by me in the time at which the properly executed checkoff authorization is received".

4.2 Upon receipt by the Employer of an employee's written authorization (in the form set forth in Section 4.1) the Employer shall, while this authorization and this contract remain in effect, deduct from the employee's pay on a biweekly basis, his/her membership dues and assessments in the Union and transmit the money so deducted, together with a list of names of the employees from whose earnings the deductions were made, to the Union on or before the 15th day of the month following that in which the deductions were made. No deduction shall be made for any back dues arrearage nor to recoup any amount not deducted because the employee did not receive pay in any given payroll period.

4.3 The Employer shall be under no obligation to commence such payroll deductions until the second payroll period following the time at which the properly executed checkoff authorization is received. The Employer, however, will supply the Union with the forms specified in Section 4.1 at least sixty (60) days after execution of this Agreement.

4.4 The Union will certify in writing to the Employer the amount of its regular dues and assessments or any changes to be deducted under the provisions of this Article. The dues money is to be made payable to the Union and sent to the Treasurer as certified in writing to the Employer by the Union. Such changes shall become effective as soon as practicable but not later than sixty (60) days following receipt by the Employer of such certification.

4.5 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article.

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ARTICLE FIVE

UNION BUSINESS

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

5.2 Subject to the needs of the Employer and on prior written request (3 business days) and approval of the Department Head or his designee, the Union President and/or his designee will be granted one hundred forty four (144) hours (18 days) per year with pay, to attend to Union related business. The PBA President and/or his designee shall be entitled to utilize the time off, even if the Union related business does not take place during his working hours. Effective January 1, 2005, this leave time shall be increased to one hundred sixty (160) hours (20 days) per year.

5.3 Subject to the needs of the Employer and on prior written request (3 business days) and approval of the Department Head or designee, any member or committee member of the Union who is on duty will be permitted to attend the regularly scheduled monthly union meeting. Any approved attendance shall not exceed one (1) hour of duty time per said monthly meeting.

5.4 Subject to the needs of the Employer and on prior written request (3 business days) and approval of the Department Head or designee, two (2) representatives of the negotiating team who are on duty will be permitted to attend the scheduled negotiations between the Employer and the Union. This subsection shall mean that if the Union President attends such negotiations, he shall either be one (1) of the two (2) representatives or he shall have his Union time (144 hours) reduced accordingly when on duty. Effective January 1, 2005, all representatives of the negotiating team, who are on duty, will be permitted to attend the scheduled negotiations between the employee and the Union.

5.5 No employee designated pursuant to this Article shall be discriminated against or coerced in any way by the Employer because of work performed on behalf of the Union and the employees.

5.6 Authorized spokesmen for the Employer and the Union shall meet, at the request of either party, to discuss issues, questions, or differences of opinion concerning administration of this Agreement as well as other Union concerns. Such requests shall be in writing, addressed to the Office of the Supervisor or the Union President at their respective official addresses, and shall include a statement of the specific subject matter to be discussed. A meeting shall be scheduled by mutual agreement no later than seven (7) working days after receipt of such request. Said meeting shall be adjourned and reconvened by mutual agreement during a thirty (30) day period following the first session. The parties shall make a good faith effort to resolve the specific issues, questions and differences of opinion set forth in the written request of said meeting. Any agreement or understanding between the parties shall be in writing and signed by an authorized representative of each party. In the event that no agreement is reached during the thirty (30) day period described in this Article, the meeting shall be terminated and there shall be no requests for a meeting on substantially the same subject during the term of the Agreement. The operation of this clause shall in no way diminish or impair the Union's right to process grievances pertaining to the same or similar matters, as hereinafter prescribed. The purpose of this subdivision is to provide a vehicle for effective labor-management communications and it is not intended to provide for the renegotiation of this Agreement.

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ARTICLE SIX

SALARY PLAN AND SCHEDULE

6.1 Base wage scale for all employees will be in accordance with the schedule attached hereto marked Schedule "A" through "E".

6.2 Effective October 3, 1995 the "Raboni Rule" shall be eliminated. Therefore, any member of the Department hired after October 3, 1995, who has prior police experience, will be hired at the certified fifth grade rate of pay.

6.3 Longevity pay shall be paid to employees who have completed six (6) years of service and on the subsequent three (3) year anniversary date for seven (7) increments, including a twenty-fifth (25th) year, so long as the employee shall continue in the employ of the Town of Orangetown. Said increments shall be in the sum of \$775.00. The determination of the employee's period of service shall be based on the anniversary date of his original appointment to the Orangetown Police Department and not the date that his employment became permanent.

Employees who were originally credited, prior to December 2, 1985, with the additional longevity for patrolman and detective patrolman with fifteen (15) years of service (DeMaio) shall be entitled to continue to receive said longevity increment for as long as the employee remains a patrolman or detective patrolman.

Employees who originally received their first (1st) longevity increment in their fourth (4th) year of service shall continue to be entitled to receive an additional longevity increment every three (3) years.

Tom

All increments shall be in the sum of \$775.00. The following cumulative pattern shall exist, effective January 1, 1995:

Years of Service	7	10	13	16	19	22	25
Longevity Payment	775(3)	1550(3)	2325(3)	3100(3)	3875(3)	4650(3)	5425

6.4 Effective January 1, 1994, Officers who are regularly scheduled to work between the hours of 2300 and 0800 shall receive a Shift Differential of six percent (6%) of their regular earnings, including overtime and longevity and for all such time that the Officer is on paid status, such as vacation, holiday and paid sick, personal and bereavement leave. Officers absent while covered by Workers' Compensation shall receive the Shift Differential for a period not to exceed one (1) year.

ARTICLE SEVEN

UNIFORMS

7.1 The Employer will, during the term of this Agreement, furnish uniform and shoes for all unit employees. The uniforms remain the property of the Employer and will be replaced on the basis of normal wear and tear.

7.2 The Employer will during the term of this Agreement provide for the cleaning of uniforms in accordance with regulations approved by the Town Board.

Officers assigned to plain clothes shall have their outer clothing cleaned in lieu of uniforms during the time they are in such plain-clothes assignment. As an alternative, the Town shall pay annually on January 1st the sum of five hundred dollars (\$500.00) to each officer assigned to plain clothes.

7.3 Effective January 1, 1995 members of the bargaining unit shall receive a payment of one hundred dollars (\$100.00) per year for the purchase of equipment. This equipment allowance will not apply to members of the bargaining unit who maintain the designation of detective. Payment for this equipment allowance will be made in the second week of January of each year.

ARTICLE EIGHT

VACATION

8.1 An annual vacation with pay will be granted each employee as hereinafter provided. Vacation leave will be scheduled in accordance with seniority (to be based upon date of hiring) and with individual employee requests. In the event work load or other similar circumstances result in a conflict or if for any reason an adjustment is required, every effort will be made to approve an alternate date acceptable to both the Department Head and the employee.

8.2 All employees are obligated to take their entire vacation entitlement in the year credited, except as set forth below.

However, with the permission of the Employer, the employee may roll over to the following year those days of vacation entitlement he/she was unable to utilize because of the Employer's inability to grant his or her request.

8.3 An employee receiving benefits under the provisions of Section 207-c of the General Municipal Law because of a job related injury shall not be entitled to vacation time during the period of disability and in no event shall such employee receive more than fifty-two (52) weeks pay in any calendar year.

8.4 Vacation leave shall not accrue whenever an Employee is on leave without pay.

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8.5 Upon separation from service of one year or more, an employee or his/her estate or beneficiary, as the case may be, shall be paid for his/her unused vacation accrual.

8.6 If an employee must be absent due to illness, but has no sick leave or personal leave available to apply to such absence, the employee shall use his/her available vacation time for such absence.

8.7 Effective October 13, 1995 vacation accruals will be taken in minimum four-hour increments.

8.8 All employees who are hired on or after the effective date of this Agreement, shall earn no vacation credit during the first four (4) calendar months of employment. After completion of four (4) months of service, an employee shall earn one (1) day per completed month for the next eight (8) months and thereafter shall be entitled to vacation as follows:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>ADDITIONAL VACATION CREDITED</u>
1 year	12 days
2 years	14 days
3 years	15 days
4 years	20 days
5-9 years	22 days
10-14 years	28 days
15-20 years	30 days
21 years	31 days
22 years	32 days
23 years	33 days
24 years	34 days
25 years	35 days

8.9 Effective October 7, 1999 all unit employees shall schedule one-half (1/2) of all vacation days to be utilized in the next calendar year, said scheduling to occur by December 31 of each year.

Tom

ARTICLE NINE

HOLIDAYS

9.1 All holidays enumerated herein shall be granted to eligible employees as a day off with pay, except as hereinafter provided:

- | | |
|-------------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr. Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

9.2 The New York State designated celebration days will apply in lieu of the former traditional dates of celebration. If any of the above holidays fall on a Sunday, the following Monday shall be observed as such holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as such holiday.

9.3 An employee may take a holiday as either time off, as they occur, with the approval of the Department Head or his designated representative, or elect to be paid his applicable rate at the time the holiday occurs. Payment of the unused holidays that occurred in the first six (6) months of the year will be paid during the first pay period in July. Those that occur during the second six (6) months of the year, will be paid during the last pay period of December, except that those unpaid holidays occurring in the months of October, November, December may be carried over and used or be paid at

the rate of pay prevailing when they occurred for ninety (90) days or until March 31st of the following year. Those days carried over but not used or paid by March 31st shall be paid at the aforementioned prevailing rate during the first payroll period of April. However, any employee who is separated from service prior to any of the above pay periods shall be compensated for those holidays that occurred and were not taken in time off.

9.4 Employees receiving benefits pursuant to Section 207-c of the General Municipal Law shall be entitled to holiday pay for all holidays which occur during the time the employee is receiving said benefits up to a maximum of eighteen (18) holidays during any one episode. However, any employee who has exhausted such entitlement with the episode continuing shall be entitled to convert unused vacation accruals to holiday pay.

ARTICLE TEN

PERSONAL LEAVE

10.1 Personal leave is leave with pay for personal business, including religious observance.

10.2 Effective January 1st of each year, each employee will be credited with seven (7) days.

10.3 Personal leave may not be used in less than one (1) hour units. Personal leave credits are not cumulative. Unused personal leave at the end of each calendar year shall be credited to sick leave and used to augment the employee's sick leave accrual. Unused personal leave accrual shall not be compensated for in the event of separation of employee, retirement of an employee from service, or death of employee.

ARTICLE ELEVEN

BEREAVEMENT LEAVE

11.1 On the occasion of death in the immediate family (which shall include only mother, father, child, spouse, grandparents, brother, sister), employees shall be entitled to five (5) days bereavement leave at full pay.

11.2 On the occasion of death of a mother-in-law, father-in-law, grandparent-in-law, brother-in-law, or sister-in-law, employees shall be entitled to three (3) days bereavement leave at full pay.

11.3 Bereavement leave may not be chargeable against any other leave.

ARTICLE TWELVE

SICK LEAVE

12.1 Effective January 1st of each year, an employee shall accrue sick leave at the rate of thirteen (13) hours per completed calendar month, which equals nineteen and one-half (19.5) days per year. An employee absent due to an illness or other physical disability or for medical treatment or examination, which cannot be scheduled outside of working hours, shall continue to be paid to the extent of his/her unused sick accruals. This section shall not apply to an employee who is absent due to a disability defined in Section 207-c of the General Municipal Law, as the rights and entitlement of such employee shall be regulated and limited by law.

An employee entering the Department shall be entitled to an advance credit of 156 total cumulative hours which equals nineteen and one-half (19.5) days upon which to draw sick leave for said employee's own illness that prevents said employee from reporting for said employee's regularly

assigned tour of duty. As said employee earns accrued sick leave in accordance with this section, the earned sick leave shall be deducted from said advance credit.

12.2 No employee shall earn sick leave credits during any period when receiving benefits under the provisions of Section 207-c of the General Municipal Law.

12.3 In the event an employee is unable to report to duty, it is required that the employee notify the Department within two (2) hours before the beginning of the work day. This two (2) hour requirement may be waived by the Department Head for cause. In the event an employee neither reports for duty nor informs the Department as herein provided, the absence may result in disciplinary action.

12.4 Sick leave taken for three (3) or more consecutive work days shall be supported by a written statement or certificate from a physician attesting that the illness warranted absence from work. The Department Head may require a doctor's certificate for any absence in the event sick leave appears to indicate evidence of an abnormal use of sick leave. The Department Head may also require the employee to be examined, at the expense of the Employer, by physicians designated by the appointing authority.

12.5 Failure to provide proper notification, failure to submit such proof of illness or disability, as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was not such as to justify absence from work, failure to submit to physical examinations, or any other abuse of sick leave, may be cause for disciplinary action.

12.6 The Department Head may require an employee who has been absent on an extended personal illness or a work-related disability prior to and as a condition of the employee's return to work, to be examined at the expense of the Employer by physicians designated by the appointing authority to

establish that the employee is not disabled from the performance of his/her normal duties and that the return to work will not jeopardize the employee's own health and safety or that of the other employees.

12.7 The Town Board, on written request of the Department Head, may grant sick leave at half-pay for personal illness to a permanent employee having not less than one (1) year of service after all his/her sick leave, vacation and personal leave credits have been used; provided, however, that the cumulative total of all sick leave at one-half (1/2) pay hereinafter granted to any employee during his/her service shall not exceed one (1) month for each completed two (2) years of continuous service. After extended sick leave, upon written request from the employee through the Department Head, the Town Board may grant up to one (1) year absence without pay.

12.8 It is expressly agreed that an employee upon his/her return to full-time duty shall, pursuant to the second sentence hereof, reimburse the employer for any time paid for extended sick leave before separation from the Department. Upon return to full-time duty, all vacation or other paid leave credits, except sick leave, shall be utilized prospectively first to reimburse the employer on an equivalent time basis for any such extended sick leave granted. Employees will not accrue vacation, sick leave, or other paid leave credits while on sick leave with one-half pay or on absence without pay.

12.9 An employee who is out on sick leave with one-half (1/2) pay or extended sick leave absence without pay during the first year of such absence will continue to be provided with health insurance benefits at the employer's expense. Thereafter, an employee who desires to maintain his/her health insurance benefits shall pay the employer's premium rate for that month directly to the employer.

An employee who is out on extended absence without pay (up to one (1) year) shall not have his/her health insurance benefits paid by the Employer. However, an employer who desires to maintain

his/her health insurance benefits shall pay the Employer's premium rate for that month directly to the Employer.

12.10 When an employee is transferred within Town Service, his/her accumulated sick leave credits shall be transferred with him/her. The Department is responsible for notifying, in writing, the new Department of the amount of such transferred credits.

12.11 An employee may, at his/her request, in any six (6) month period (between January 1st and June 30th, and/or July 1st and December 31st), trade in a maximum of four (4) days sick leave for two (2) days of annual leave, provided that such annual leave is used in the same six (6) months in which it was traded.

12.12 In the event of illness or death of a member of an employee's immediate family as defined (mother, father, child, spouse, mother-in-law or father-in-law), said employee, upon notification to the Department Head or his designated representative, shall be authorized up to a maximum of 96 hours which equals twelve (12) days in one (1) calendar year or the amount of accumulated sick leave credits, whichever is less.

12.13 Members of the bargaining unit with 20 years of service with the Orangetown Police Department retiring into the New York State Retirement System will be compensated for three days pay for each completed year of service (to be deducted from accumulated sick leave) if they provide notification of retirement 30 days in advance of retirement to the Chief of Police with the effective date of retirement to be no later than the dates provided for hereafter:

(a) Member with 20 years or more of service on January 1, 2000 may elect to retire and receive this benefit if the effective date of retirement is between January 1, 2000 and March 31, 2000.



(b) For members of the Department with less than 20 years of service as of January 1, 2000, they may elect to retire and receive this benefit if the effective date of retirement is within 30 days after reaching their 20 year anniversary with the Orangetown Police Department.

ARTICLE THIRTEEN

OVERTIME

13.1 The Employer, consistent with operating needs, will schedule the work force for a reasonable period of time in advance in such a manner as to ensure that an employee's overtime opportunities will not be disregarded, save for emergencies or other unusual conditions which cannot be reasonably anticipated. Overtime must be authorized in advance by the Department Head or those so designated. Assignment of overtime shall be on a rotating basis from among those employees having the skills and ability required for the work and who volunteer for such assignment and then from among other such employees on the basis of the inverse order of seniority.

13.2 Required and authorized hours of work in excess of forty (40) hours in an employee's normal work schedule shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly base rate of the employee concerned. The employee, however, may elect to take compensatory time off at the overtime rate instead of each payment, but the employee must request and take the compensatory time off within the calendar quarter earned or the next calendar quarter; if requested and denied within that next calendar quarter the employee will be paid. However, a request will be denied only if the time off is not compatible with the operating needs of the Department. If the compensatory time off is not taken, then the employee will be paid in cash at the rate of pay in effect for that

employee on the date the overtime was earned.

13.3 Nothing herein contained, however, shall require a police officer who may be on duty in the open air, or on the streets or in other public places to work in excess of eight (8) consecutive hours of each consecutive twenty-four (24) hours and no police officer shall be assigned to more than forty (40) hours of duty during any seven (7) consecutive day period, except in an emergency, including mandatory overtime to ensure the adequate manning of a shift.

13.4 An employee who is called back to work or other required appearance for the Department, during his/her time off, shall be entitled to a minimum guarantee of four (4) hours pay at the rate of the employee concerned. This minimum guarantee shall not apply to work which runs into or immediately follows a normal work week, day or shift.

13.5 An employee, who is ordered to be on stand-by shall be paid at the rate of two (2) hours of his/her regular hourly rate for up to every eight (8) hours he/she actually remains on stand-by. The employee's pay for stand-by shall be prorated depending on whether he/she is placed on stand-by for less than eight (8) hours.

The purpose of stand-by time will be for pending strikes and labor controversies or when civil disorders may be suspected, or where a weather emergency has been declared. Stand-by time does not apply to Court proceedings, etc.

The employee is required to ensure his/her availability by furnishing to the officer in charge a place where he/she may be so notified. For the purpose of stand-by time, no employee shall be required to stay at home.

13.6 Employees shall be furnished a meal allowance of five dollars (\$5.00) for each four (4) hours of



overtime worked.

ARTICLE FOURTEEN

INSURANCE

14.1 All employees shall be eligible for membership in the State Insurance Plan; however, the Employer reserves the right to substitute insurance carriers, to self insure or a combination of the two, provided that the schedule of benefits is to be substantially the same as the State Plan.

Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee, who will ascertain whether they think the obligations under this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under this Section, the matter shall be submitted to binding arbitration pursuant to the arbitration clause of this Agreement. The Employer may not substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision.

14.2 The Employer shall contribute one hundred percent (100%) of the health insurance premiums of a family plan for employees and dependents and/or for an individual employee(s).

14.3 The Employer shall contribute one hundred percent (100%) of the dental insurance premiums of a family plan for employees and dependents and/or for an individual employee(s). Effective January 1, 2003 the Town shall adopt the MetLife Dental Plan, which is attached hereto as Appendix 2. Such plan shall include family coverage. The Employer reserves the right to substitute insurance carriers, to self insure, or combination of the two, provided that the schedule of benefits is to be substantially the same as the plan currently in effect.



Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligation under this Section, the matter shall be submitted to binding arbitration pursuant to the arbitration clause of this Agreement. The Employer may not substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision.

14.4 Retired police officers shall continue to receive the benefits set forth in this Article.

14.5 The Employer will provide, at its own cost and expense and without cost to an employee who is a member of the bargaining unit, life insurance in the amount of \$110,000.00 and shall further provide a double indemnity provision. Effective November 7, 1999, this benefit shall be increased to two (2) times the employee's annual base salary, with a minimum benefit of \$110,000.

14.6 The Employer shall reimburse an employee for the cost of eyeglasses or contact lenses subject to a maximum of one hundred twenty dollars (\$120.00) per pair. Effective October 7, 1999 the maximum benefit shall be one hundred fifty (\$150.00) dollars per pair. Effective January 1, 2000, the maximum benefit shall be increased to two hundred (\$200.00) dollars per pair. Further, members of the bargaining unit shall be reimbursed up to one hundred (\$100.00) dollars per year for an eye examination. If the town and the Union agree that it is mutually beneficial, in substitution for the eyeglass and eye examination reimbursement noted above, the Town will provide an optical plan which covers not only the bargaining unit member, but the bargaining unit member's immediate family.



ARTICLE FIFTEEN

DISCIPLINARY PROCEDURE

15.1 In the event of a dispute concerning the discipline or discharge imposed upon an employee, the following procedures shall be followed:

Step 1: The Employer shall advise an employee, in writing, that it proposes to commence disciplinary action against him. Such notice shall describe the general circumstances for which discipline is sought and optionally the penalty, which the Employer seeks to impose. Within seven (7) days following service of that notice on the employee and the Union, the parties (the Chief, the employee, the Union and any of their representatives or attorneys) shall meet to discuss voluntary resolution of the charges. If no voluntary resolution can be made at the meeting described above, then within three (3) days after such meeting, the employee must serve written notice as described in Section 15.2 if he desires to follow Step 2 of this Article. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law shall be followed, and there shall be no right to arbitration under the provisions of this Agreement. If an employee waives his/her Section 75 rights and makes a timely election for arbitration, then the remaining steps will be followed. If an employee has been suspended without pay, he/she may waive his/her Section 75 rights and demand arbitration immediately. In such a case, within seventy-two (72) hours the Employer shall serve a description of the charges on which it relies for the discipline sought.

Step 2: The parties jointly designate and select the following arbitrators to serve for the life of the Agreement in the matters of discharge and discipline under this Article; as well as grievance arbitrators pursuant to Article Fifteen Earle Warren Zaidins, Howard C. Edelman and Martin

Ellenberg. In the event a member of the arbitration panel is no longer available to serve, the remaining two panel members shall jointly select a third Arbitrator from a list of six (6) names, three (3) names submitted by the employer and three (3) names submitted by the Union. As a member of the panel hears a case, his name shall move to the bottom of the list and the next two members shall move up. If the employee has made a timely election in Step 1, the Union shall file, in writing, a request for arbitration with the panel member at the head of the list. The arbitration shall be held within twenty (20) calendar days of the date of request. If the Arbitrator at the head of the list cannot provide a hearing date within that time, including weekends, the Union may, at its option, ask the next member of the panel for a hearing date; and if he similarly cannot provide a date within twenty (20) calendar days the Union may request, at its option, the third panel member for a hearing date. The Arbitrator shall render his decision within fourteen (14) days following close of the record. The finding of the Arbitrator shall be final and binding upon the parties. There shall be no extensions of the foregoing time limits except by mutual agreement. The Arbitrator may, under appropriate circumstances, issue an interim verbal decision, to be followed by a written opinion and award.

15.2 To elect the procedures set forth in Step 2 of Section 15.1, the employee must file a written notice of such election with the Chief of Police within the time limits set forth in Step 1 of Section 15.1. Such election must include a written waiver of all rights under Section 75 including limitations as to type or degree of punishment or to any right to reinstatement under Section 75, or otherwise, pending final determination by the Arbitrator selected, or to the holding of a hearing within a thirty (30) day period of suspension without pay.

15.3 In any arbitration hearing held under the provision of this Article both the Department and the employees involved shall have the right to be represented by counsel and to present witnesses and to engage in the cross-examination of witnesses presented by the other party. The fees of the Arbitrator and necessary expenses of the arbitration shall be shared by the Employer and the Union. Each party shall bear the expense of the preparation and presentation of its own case.

15.4 The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall he have authority to render any decision which conflicts with a law, ruling or regulation binding upon the employer by a higher authority, nor to imply any obligation on the employer which is not specifically set forth in this Agreement.

15.5 If an employee is found not guilty of misconduct or incompetency requiring discipline, there shall be no record kept in the employee's official personnel folder of the disciplinary proceeding.

15.6 Effective October 7, 1999, charges relating to time and attendance shall be brought within eighteen (18) months of the occurrence.

ARTICLE SIXTEEN

GRIEVANCE PROCEDURE

SECTION I - DEFINITION

Definition: As used herein the following terms shall have the following meanings:

1. "EMPLOYER" shall mean the Town of Orangetown or a Department thereof.
2. "UNION" shall mean the Orangetown Policemen's Benevolent Association.

3. **"EMPLOYEES" shall mean any person or persons covered by the term of this Agreement.**
4. **"GRIEVANT" shall mean the employee, group of employees or the Union acting on behalf of same, alleging a grievance.**
5. **"GRIEVANCE" shall mean any claim, violation, misinterpretation or inequitable application of this agreement or of laws, rules or procedures, regulations, administrative orders or work rules in the Town of Orangetown or the Department thereof, provided however that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class or salary grade. Neither shall such term include retirement benefits, disciplinary proceedings or any other matter which is otherwise reviewable pursuant to a law or any rule or regulation having the force or effect of law.**
6. **"BUSINESS DAY" shall mean Monday through Friday.**
7. **"DEPARTMENT HEAD" shall mean the Chief of Police.**
8. **"THE FIRST LEVEL OF MANAGEMENT" shall mean the Captain of Police.**

SECTION II - GENERAL

1. **Each employee shall have the right to present a grievance in accordance with the procedure herein free from interference, coercion, restraint, discrimination or reprisals; he/she shall have the right to be represented by the Union at all stages of the grievance procedure.**
2. **A grievance in writing is required from the grievant(s) hereunder and shall be submitted pursuant to Section III, Step I, as set forth herein.**
3. **No grievance shall be filed later than forty-five (45) 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 grievance and specific references to the Section(s) of this Agreement which the employee or Union claims has been violated.**

5. Settlement of a grievance by mutual agreement, prior to the issuance of an Arbitrator's Award as provided hereinafter, shall constitute precedent.

6. The 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 a resolution be retroactive to a date earlier than forty-five (45) business days prior to the date the grievance was first 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 the statute or administrative procedures applicable to the Employer.

8. Failure by the Employer to meet the various time requirements specified herein shall result in a grievance proceeding to the next step. Failure by the grievant to meet the various time requirements specified herein shall be deemed a waiver of the grievance.

SECTION III - PROCEDURE

STEP 1: FIRST LEVEL OF MANAGEMENT STAGE: Chief of Police

An employee shall present his/her grievance in writing to the Chief of Police or his designee not later than the date described in Section II.3 hereof. The Chief of Police or his designee shall make a good-faith effort to resolve same. An informal hearing shall be held before the Chief or his designee. The employee and/or the Union shall appear at this informal hearing and must present all relevant arguments and evidence so that a full and thorough review of the grievance may occur. The Chief or his designee shall reply to the employee or the Union, in writing, within ten (10) business days following said hearing.



STEP 2: ARBITRATION STAGE

1. In the event the employee or the Union wishes to appeal the decision in Step 1, a demand for arbitration shall be served upon the Town Attorney within ten (10) business days of receipt of the Step 1 decision. The appeal shall be heard by an Arbitrator, who shall be appointed from the three (3) person rotating panel, which is found in Article Fifteen (15.1). Appointment of an Arbitrator to a specific grievance shall be by rotation. However, the parties may mutually agree upon a specific Arbitrator to hear and decide a specific case and arbitrate said dispute in accordance with the rules and procedures as set forth by the Public Employment Relations Board (P.E.R.B.).

2. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue(s) presented.

3. The Arbitrator shall confine himself/herself to the precise issue(s) submitted and his/her determination shall be final and binding.

4. All fees and expenses of the arbitration shall be at the expense of the Union if the grievance is not sustained, or the Employer if the grievance is sustained. Each party shall bear the cost of preparing and presenting its own case. If the grievance is settled in any manner prior to an Arbitrator's Award, all fees and expenses shall be divided equally.

ARTICLE SEVENTEEN

RETIREMENT

17.1 The Employer agrees to provide a retirement plan and related options heretofore in effect, as provided by the New York State Retirement and Social Security Law.

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17.2 The Employer agrees to adopt and make available to all members of the bargaining unit, the benefits of Retirement & Social Security Law §384-e prior to April 1, 2002.

ARTICLE EIGHTEEN

SAVINGS CLAUSE

18.1 Should any terms or provisions of this Contract be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Town, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Contract will continue in full force and effect.

ARTICLE NINETEEN

MANDATED PROVISIONS OF LAW

19.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

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ARTICLE TWENTY

DURATION

20.1 This Agreement shall be in effect as of January 1, 2002, except as amended, and shall remain in effect through December 31, 2005.

20.2 Either party to this Agreement may notify the other on or before May 31st prior to the date this Agreement expires, that it wishes to negotiate any or all times contained herein and any items it wishes to propose.

ARTICLE TWENTY-ONE

GENERAL PROVISIONS

21.1 All department vehicles will contain air conditioning.

21.2 There shall be only one (1) official personnel file which shall be maintained by the Employer. Upon written request to the Department Head, an employee, on his/her own time, will be permitted to examine his/her personnel file, excluding pre-employment material deemed confidential. The Department Head may reproduce for the employee, upon reasonable request, items therein. New material derogatory to the conduct, character or personality of an employee shall not be placed in the official personnel file unless the employee has had the opportunity to read said material. Upon reading said material the employee shall sign said material. The signature will not mean the employee agrees with the contents thereof but that the employee is cognizant of the fact. Employees shall have the right to answer any material hereinafter filed in the employee's personnel file and the employee's answer attached to the material so answered.

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21.3 Every employee shall be entitled to receive tuition assistance to seventy-five percent (75%) of his/her actual tuition at an accredited undergraduate college for any course required for degree in Police Science or Criminal Justice. Said tuition assistance shall not exceed one hundred dollars (\$100.00) per credit and shall be paid to the employee upon completion of the course with a grade of "C" or better. All employees shall first exhaust all other sources of funding which are available except Veteran's Readjustment Benefits.

21.4 The Town Board agrees that during the term of this Contract, it will continue the office of Police Surgeon and will appoint a licensed doctor of medicine to the position.

The Employer will have the right to require any and all employees covered by this Contract to submit to an annual physical examination by the Police Surgeon of the Town at the cost of the Town. Failure or refusal to submit to such physical examination shall subject the employee to disciplinary action.

21.5 No employee shall be appointed to the position of Detective until he/she has reached the level of First Grade Patrolman.

21.6 In the event that an employee is killed in the line of duty, the Employer will pay up to one hundred dollars (\$100.00) per credit for the college education of all of his/her children, provided that such children are dependent on the deceased employee's family while attending college, and who maintains a "C" average or better for the course. All payments will stop at the end of the semester during which the child attains his/her twenty-second birthday.

21.7 An employee upon retirement will be permitted to keep his/her weapon upon receiving the necessary permit.

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21.8 The past practice of reimbursing employees for legitimate losses to personal property shall be continued.

21.9 It is expressly understood and agreed that no generalized or special benefit previously enjoyed by the unit or its members shall be limited solely by the execution of this Agreement and the parties agree that this Contract shall be interpreted in accordance with the practices and policies utilized by the parties in the interpretation of prior agreements.

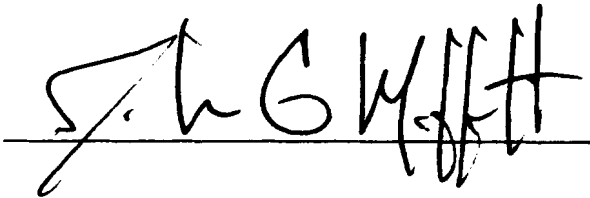
21.10 The parties negotiated a random drug testing policy, which is attached to the Agreement as the Appendix.

21.11 Effective October 3, 1995 the parties agree to negotiate a ten day voluntary time-for-time school/training policy as expeditiously as possible.

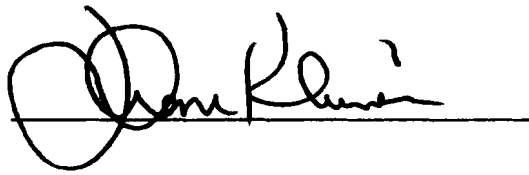
21.11 Effective during calendar year 1999, all unit members will be scheduled to work 243 chart days.

IN WITNESS WHEREOF, the TOWN and the PBA by their duly authorized representatives have executed this CONTRACT on the ^{3rd} day of ^{April}, 200⁴, at Orangeburg, New York.

FOR THE ORANGETOWN POLICEMEN'S BENEVOLENT ASSOCIATION, INC.



FOR THE TOWN OF ORANGETOWN



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SCHEDULE "A"

Members of the bargaining unit shall be subject to the following salary schedule for years 2002, 2003, 2004 and 2005.

	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>
5 th Grade (n)	30,193	31,099	32,032	32,993
(c)	32,938	33,926	34,944	35,992
4 th Grade	39,800	40,994	42,224	43,491
3 rd Grade	49,407	50,889	52,416	53,988
2 nd Grade	59,014	60,785	62,609	64,487
1 st Grade	80,193	82,599	85,077	87,630
Detective	88,213	90,859	93,585	96,393
Sergeant	92,223	94,990	97,840	100,775
Detective/Sergeant	101,446	104,490	107,625	110,854
Lieutenant	106,646	109,845	113,140	116,535
Detective/Lieutenant	117,311	120,830	124,455	128,189

NOTE: Sergeants are to be paid at an annual rate of 15% greater than that in effect for First Grade Patrolman; Lieutenants are to be paid at an annual rate of 15% greater than that in effect for Sergeants; Detectives and Youth Officers receive the cash equivalent of an 8.5% differential above First Grade Patrolman, in excess of rank. Effective January 1, 1999, Detectives and Youth Officers receive the cash equivalent of a 10% differential above First Grade Patrolman. In addition, Detective Sergeants and Detective Lieutenants shall receive the cash equivalent of a 10% differential above the base salary of their respective ranks.

APPENDIX A

**TOWN OF ORANGETOWN POLICE DEPARTMENT
DRUG-TESTING POLICY**

It is hereby agreed by and between the Town Board of the Town of Orangetown and the Orangetown PBA that a random drug-testing program will be instituted forthwith. It is the intent of the parties hereto to protect and promote the good reputation of the Police Department of the Town of Orangetown and, simultaneously, to insure that all members of the PBA are treated fairly and with respect.

All members of the bargaining unit shall be subject to random drug-testing, for illicit drugs, consistent with the terms set forth herein including but not limited to individuals on L.O. status or on sick leave. No advance notice to those officers selected shall be required to be given by the administration of the Police Department. In order to protect the fairness and integrity of this process, and in recognition of the good faith of the parties to this agreement, the following terms and conditions shall apply to the random drug testing to be performed under this agreement:

1. The selection of the officers to be tested shall be done by drawing balls with numbers from a bingo machine on a random basis or by a different method, which is mutually agreed upon. In the event the bingo ball machine is utilized, each officer shall be assigned a number by the Police Chief and such number shall be placed on a bingo ball in the bingo machine. The machine, containing one (1) ball for each member of the bargaining unit, shall be in the possession of the Chief of Police. The Chief of Police, on the occasion of each drawing permitted hereunder, shall draw up to five (5) numbered balls from the machine. This drawing shall take place in the presence of the P.B.A.

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President or his designee, who will be present to verify the randomness of the selection. The P.B.A. President or his designee shall be aware of only the number on the ball drawn, as opposed to the name of the particular police officer involved. The P.B.A. President or his designee shall record the five (5) numbers drawn and the date of the drawing thereof so that the fairness of such drawing procedure may be independently verified by the PBA. Notwithstanding the foregoing, if an officer is notified of a positive result, he shall have the right to verify the randomness of the procedures.

2. The officers whose numbers are drawn at a given drawing shall be tested within thirty (30) days of the date of the drawing. In the event the test is not performed within such thirty (30) day period, the employer shall be deemed to have waived its rights to submit an employee to a test pursuant to that particular drawing.

3. The employer shall be permitted to conduct no more than twelve (12) drawings within each successive twelve (12) month period, which period shall be determined by the commencement of such period from the date of the signing of this agreement.

4. If the member of the bargaining unit is absent when his/her name is selected for testing, such selection shall remain confidential until his/her next regular scheduled tour of duty at which point he/she shall be informed and tested. Should the member be on long-term sick leave or L.O. status which is likely to last beyond the month in which the name is selected he/she will be called in for testing.

5. The employer shall be permitted to conduct no more than one (1) drawing of five (5) names within each calendar month.

6. The method of testing shall be such as to maintain a spilt sample such that the officer may

request to have a sample tested by a lab of his/her choosing at Town expense should a positive result come from the Town's test results. The split sample will be forwarded to the lab chosen by the officer directly from the lab doing the initial testing. The officer shall receive a copy of the test results immediately upon receipt.

7. Any such employee subjected to such testing shall have the right to contact an attorney of his/her own choosing, or a PBA representative. However, such right must be exercised by the employee within two (2) hours after he/she is notified that he/she will be subjected to such testing. During this two (2) hour period said employee may not leave police headquarters and must remain within a limited area within police headquarters as determined by the Chief of Police or, in his absence, the Captain of Police. Notwithstanding the foregoing, the employee is entitled to a private location to talk to his attorney or PBA representative in a confidential manner. An employee must be given access to an untapped telephone line. Should the officer choose to exercise his/her right to an attorney/representative such exercise will not extend the length of the officer's tour of duty and he/she shall not receive pay beyond the end of the tour notwithstanding any continuing obligation to remain at police headquarters until tested.

8. Refusal of an officer to submit to testing shall constitute a positive test.

9. All results shall remain confidential by the Chief and a representative of the PBA to the extent permitted by law except as required to be disclosed in the context of any disciplinary proceeding. A record of those members of the bargaining unit testing negative will be maintained by the Chief of Police. If the employer by any of its officials, agents or employees, releases such results without the authorization of the Town Attorney or his or her Deputy, the PBA must receive immediate

written notice as to the name of the person, and the reason for the release. This paragraph shall be strictly construed for the benefit of protecting the police officer from unauthorized disclosure of such results and possible harm emanating therefrom. All members of the Town Board, Police Commission, Town Attorney's office and any attorney employed by the Town for police related matters and any other employee who has access to drug-testing results, shall be advised of the confidential nature of the testing procedure and results in writing. The PBA shall be entitled to receive originals of each such writing, containing the original signature of the person acknowledging receipt.

10. Nothing in this paragraph shall be construed to prevent the administration from requiring a member of the PBA to undergo drug testing if the employer has another legal basis to require such testing. The same testing procedures shall be used.

11. Random testing shall consist of the taking of urine samples which shall be handled in strict conformity with the procedures used by Smith/Kline/Beecham Laboratory or a facility of equal certification and quality.

12. The results of any positive test will be forwarded to the Town Board for a disciplinary hearing to be determined on a case-by-case basis.

