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Batavia, City Of And Batavia Police
Benevolent Assn

CONTRACT AGREEMENT

CITY OF BATAVIA, NY

AND

**BATAVIA POLICE
BENEVOLENT ASSOCIATION**

APRIL 1, 1999 - MARCH 31, 2003
(except for Article XIII subparagraph **)

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OCT 22 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Batavia Police Benevolent Association
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CITY OF BATAVIA

hereinafter referred to as
the "CITY"

and

BATAVIA POLICE BENEVOLENT

ASSOCIATION
hereinafter referred to as
the "ASSOCIATION"

WHEREAS the parties hereto desire to cooperate to stabilize labor relations by establishing general standards of wages, hours of service and other terms and conditions of employment, and providing arbitral machinery whereby disputes and grievances between the members of the Association and the City may be adjusted without resort to strikes, lockouts or other interferences with the continued and smooth operation of the Police Department of the City.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

PURPOSE AND INTENT

1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Batavia in its capacity as an employer, the employees, the Association and the people of the City of Batavia, in accord with the intent of the Public Employees Fair Employment Act of 1967, as amended.

2. The parties recognize that the interest of the community and the job security for the employees depend upon the Employer's success in establishing proper services to the community.

3. To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

4. The terms "police officer(s)", "member(s)" and "employee(s)" wherever used herein are synonyms.

ARTICLE II

RECOGNITION

1. The City recognizes the Association as the sole and exclusive representative for all police personnel that have been listed in Appendix A and so recognized by City Council and again noted in Article III.

The Association represents two distinctive units: patrolman &

sergeants & lieutenants. This Agreement shall set forth the terms and conditions for both units. However, the City and the PBA agree, without prejudice, that the two separate and distinct units shall remain as set forth by the Public Employers Relations Board. The utilization of one document which sets forth the Agreement shall in no way abridge this distinction. Furthermore, the City and the PBA agree, without prejudice, that the Agreement dated April 1, 1996 - April 1, 1999 for the Sergeants and Lieutenants is hereby rendered null and void in order that this Agreement can now set forth the terms and conditions of employment.

2. The City shall deduct from the wages of police officers and remit to the Association regular membership dues for those employees who signed authorizations permitting such payroll deductions.

ARTICLE III

MANAGEMENT RIGHTS

1. The City retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

2. The above rights of the City are not all inclusive, but indicates the type of matters or rights which belong to and are inherent to the City. Any and all the rights, powers and authority the City had prior to entering this Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

3. Except, where expressly limited by a specific provision of this Agreement, the Chief of Police shall have the sole and exclusive right to direct and manage the Department of Police, including, but not limited to, the following rights: to determine the size, composition, and organization of the Department and any

sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules; to determine what work is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignment and job duties; to determine the rules and regulations governing the Department; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all Departmental operations are to be conducted; to determine reasonable standards of performance; and to determine practices and procedures for the efficient, disciplined and orderly operations of the Department; and from time to time to change any and all of the above determinations.

ARTICLE IV

NO STRIKE

1. The Association agrees that it will not call, sanction nor encourage in any way any strikes, slow downs, concerted refusals to perform assigned work, or any other kind of job action which is designed to impede, or has the effect of impeding, normal efficient operations of the Department; nor shall the Association cause, instigate, encourage or condone any such actions.

ARTICLE V

COMPENSATION

1A. Appendix A, attached hereto and made a part hereof, displays the wage schedule to be paid for all classification represented by the Association as agreed upon by both parties.

3.5% cost of living increase in base pay effective April 1, 1999.

3.5% cost of living increase in base pay effective April 1, 2000.

3.5% cost of living increase in base pay effective April 1, 2001.

3.5% cost of living increase in base pay effective April 1, 2002.

The starting salary, or Step A, for the rank of patrolman shall not be increased by the aforementioned adjustments and shall be ~~frozen~~ for the life of this Agreement. In addition, the salary schedule for those hired after April 1, 2000 shall be steps at 1 yr, 3yrs, 5yrs & 6yrs, as per Appendix A.

Longevity payments although earned on the employees anniversary date shall be made in the month of December of that year unless an

employee resigns or retires in which case payment shall coincide with the payment of his or her last paycheck and shall be prorated from the employees' anniversary date to the date of termination.

Upon completion of 5 thru 9 years of continuous service	\$200
Upon completion of 10 thru 14 years of continuous service	\$300
Upon completion of 15 thru 19 years of continuous service	\$400
Upon completion of 20 years of continuous service	\$1000

The shift differential shall be \$.50 added to the rates set forth in Appendix A when working shifts 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M.

1B. Each member of the bargaining unit will be granted a \$300 bonus per each year of the Agreement during the first pay period following ratification and in the first pay period in April for each year thereafter. This bonus shall be added to the base salary of each title contained within this Agreement in the final year of the Agreement (2002). The bonus shall not be added to the base in any other of the previous years. The City of Batavia and the Policeman's Benevolent Association agree, without prejudice or reservation, that the provisions contained within this Article shall expire and become null and void on March 31, 2003; furthermore, no precedent shall be established through the language contained in this Article. The City of Batavia and the PBA agree, without prejudice or reservation, that the City shall not be obligated to comply with the terms of this Article upon expiration of said Agreement and it shall not continue into future Agreements between the City and the PBA, unless mutually agreed upon.

1C. Each employee, excluding sergeants & lieutenants, shall be entitled to eight (8) hours of paid compensatory time each year, which time cannot be scheduled if it would require the City to incur additional overtime expense. This compensatory time is cumulative and may be carried beyond the calendar year. Sergeants & Lieutenants shall be entitled to sixteen (16) compensatory hours with the same restrictions as detailed above.

1D. Effective April 1, 1999 those members who serve as Detective shall be granted twenty four (24) hours per year of paid compensatory time for being on call on weekends each year in addition to the time as detailed in paragraph 1C.

2. Temporary Assignments

a. Members who act as officers in charge will receive compensation on an hourly basis to be that of \$1.50 per hour in addition to their hourly rate.

b. A temporary appointment to a higher paying position or special assignment shall be based on skill and ability, where

skill and ability are equal, seniority shall govern. The City shall post a notice with respect to upcoming, non-mandated schools and vacancies for non-civil service promotions and special assignments to provide police officers with an opportunity at expressing their interest in being considered for the school, promotion, or vacancy. The City reserves its sole right to make assignments or appointments notwithstanding said notice provision.

3. Overtime Compensation

a. Regular Overtime

(1) Except as provided in paragraph 3a (2) immediately following, all employees shall be paid at the rate of time-and-one-half for all hours actually worked beyond forty (40) hours in a calendar week which commences on Sunday at 12:01 A.M. Personal leave, vacation, holidays, compensatory time, and sick leave shall be credited as hours worked in the calendar week for purposes of determining overtime. All other leave shall not be credited as hours worked.

(2) In lieu of overtime compensation, employees may elect to receive compensatory time for any overtime hours worked by notifying the Chief of Police in writing. Compensatory time shall be earned at the same rate as overtime pay would have been earned and delineated in the preceding paragraph. Each employee may accumulate compensatory time to a maximum of 150 hours. Compensatory time-off may be taken at the employee's request subject to the advance approval of the Chief of Police.

b. Call-In Pay

When an employee is called-in to work hours outside of his or her scheduled work shift he or she shall receive compensation at the rate of time-and-one-half for a minimum of two (2) hours with the following exceptions:

1. If an employee is called to work within two (2) hours of the start of his or her scheduled work shift and he or she continues to work without interruption through his or her normally scheduled eight (8) hour work schedule then no guarantee of minimum hours shall apply. If, however, the employee is released from work before the start of his or her scheduled eight (8) hour shift, then he or she shall be entitled to the two hour minimum guaranteed call-in time.

Examples - The employee's scheduled work shift is 3:00 P.M. to 11:00 P.M.

i. The employee is called in to work at 2:00 P.M. and is released at 2:30 P.M. then the employee is entitled to the two (2) hour pay.

ii. The employee is called in to work at 2:00 P.M. and is released at 10:00 P.M. then the employee is entitled to no minimum call-in pay.

iii. The employee is called in to work at 2:00 P.M. and is released at 11:00 P.M., which is the end of the scheduled work shift, the employee is not entitled to the two (2) hour minimum call-in pay.

c. Court Appearances

When an officer is required to make an appearance before a court or government administrative agency in the course of his employment during a time other than his or her regular work shift, he or she shall receive compensation at the rate of time-and-one-half for a minimum of two (2) hours except as follows:

(1) If the court appearance occurs within two (2) hours of the start of the employee's work shift and the department head does not release the employee before the start of the employee's work shift, then the court appearance time shall be treated as regular hours with no guaranteed minimum number of hours. (Had the department head released the employee before the beginning of the work shift, the employee would be entitled to two (2) hours minimum pay at time-and-one-half.)

(2) If the court appearance occurs within two (2) hours after the end of the work shift and the department head had not released the employee between the time that the employee's work shift would have ended and the time the court appearance begins, then the court appearance time shall be treated as regular hours with no guaranteed minimum number of hours. (Had the department head released the employee at the end of the employee's work shift and before the time of the court appearance, the employee would be entitled to two (2) hours minimum pay at time-and-one-half.)

All overtime must be verified by an entrance on the police blotter and approved by the Chief of Police.

4. Clothing Allowance

All police officers in the unit covered by this Agreement shall receive an annual uniform allowance of five hundred dollars (\$500.00) for the purchase and replacement of uniforms and two hundred dollars (\$200.00) for the maintenance of uniforms. These amounts are to be paid with the last paycheck in the month of

April. Equipment for which the City is responsible includes: metal hat bands, hat shields, collar ornaments, badges, name plates, gunbelts, handcuff cases, belt stays, handcuffs, department issued sidearm, holster for department issued sidearm, magazine pouch for department issued sidearm, department issued baton, holder for department issued baton, soft body armor and reflective vests. Following their initial outfitting, individual officers shall be responsible for the purchase, replacement and maintenance of hats, shirts, department patches, pants, shoes and boots, sweaters, windbreakers, winter coats and jackets, and rain coats to standards of condition and appearance as determined by the Police Chief.

5. The City will be responsible for the cost of cleaning employee uniforms contaminated by potentially infectious bodily fluids while on duty.

It is understood that any police officers who purchase or replace uniforms shall be required to purchase same from the existing stock of the City at prices paid by the City for such.

6. Police officers who are certified instructors, (Field Training Officer and Instructor Development School) will be paid an additional \$.50 per hour while actually teaching or training City of Batavia employees in the area which they are certified.

7. In the event of a layoff due to a cutback of personnel, appointment dates shall be the means of determining the person to be laid off, starting with the latest appointee and then proceeding up the list.

8A. Seniority shall be determined by the employee's length of service as a police officer in the department. Time spent in the armed forces on military leaves of absence or other authorized leaves, not to exceed one year, and time lost because of duty-connected disabilities shall be included.

8B. Seniority for Detective and Detective Youth shall be determined by the employee's time in rank for purpose of selecting shift assignments, vacations and days off.

8C. Seniority for purposes other than layoffs shall be determined first by rank then by the employee's length of service within the rank in the department. Lieutenants shall be senior to all Sergeants and all Sergeant shall be senior to all police officers. Time spent in the armed forces on military leaves of absence or other authorized leaves, not to exceed one year, and time lost because of duty-connected disabilities shall be included.

9. Seniority shall not accumulate if the employee should transfer from the Police Department to any other department in the

City.

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

1. He or she resigns
2. He or she is dismissed and not reinstated
3. He or she retires on regular service retirement

11. Tuition Reimbursement

a. Upon completion of one (1) full year of service with the City of Batavia, employees shall be eligible for tuition reimbursement at accredited collegiate institutions according to the following:

- i) Regular full-time employees shall be reimbursed for tuition, not to exceed \$2250, per fiscal year provided employee provides advance notification of his intent to enroll for courses to the Police Chief by December 1st of the fiscal year preceding the fiscal year in which the reimbursement will be paid. Tuition reimbursement shall be granted on the condition that employees receive a passing grade. If notification is received after the deadline, the tuition reimbursement will be delayed for one fiscal year.
- ii) Part-time, seasonal, temporary and assigned employees shall not be eligible for reimbursement.

b. At least thirty (30) days prior to officially enrolling in a course, the employee shall consult with the personnel officer.

c. Prior to the end of the academic term for which reimbursement is requested, the employee shall present a copy of a paid receipt for reimbursement according to 11.a.i., payment shall not exceed \$2,250.

d. The maximum amount that shall be reimbursed to an employee any given fiscal year shall be \$2,250.

ARTICLE VI

RATE STRUCTURE FOR NEW JOBS

1. When a new job classification is placed in the Police Department, the City will notify the Association of the proposed rate structure for the new position. In the event that the Association does not agree to the proposed rate structure, it shall be subject to negotiations.

ARTICLE VII

WORK DAY AND WORK WEEK

1. The standard work day shall be eight hours including meal break, if time permits, and the standard work week shall be forty (40) hours. Meal breaks shall be excluded from the work day for police officers while in attendance at training classes, schools, workshops, hearings, court and the like at which a meal break is provided.

2. The tour of duty will consist of three platoons and special assignments as required by the Chief of Police. The work hours of the three platoons shall be 7:00 A.M. - 3:00 P.M., 3:00 P.M. - 11:00 P.M., 11:00 P.M. - 7:00 A.M. Notwithstanding the platoon work hours as set forth in this section, the Chief of Police from time to time may temporarily reassign police officers to work shifts with hours other than those of the set platoons. Such reassignments shall not be made arbitrarily or capriciously, but shall be made in response to the City's bona fide needs for manpower reallocations.

3. Police officers shall be assigned to a steady platoon with the police officer having the right, as far as practicable, of choosing his tour of duty on the basis of seniority. However, the Association recognizes the right of the head of the Department to assign men with less than three years seniority in rank in any shift. This shall be done annually by the second Sunday in January.

Vacancies which occur on a platoon during the year which the Chief determines to fill shall be filled on the basis of seniority. In such circumstance, if the vacation of the transferring officer conflicts with the scheduled vacation of any officer on the platoon to which transferred, such transferring officer shall re-select his vacation to avoid any such conflict without regard to seniority.

4. On the police officer's last day of work on his regularly scheduled shift, the officer at the discretion of the Chief of Police, may start and finish one (1) hour earlier than the regular work hours of his assigned platoon (as identified in Section 2 above). The officer may switch with any other officer on the platoon who is scheduled to work and is willing to switch to cover the one (1) hour early start.

ARTICLE VIII

HOLIDAYS

1. All members of the Association shall be given twelve and one-half paid holidays or if a member chooses he may take the holidays as time off providing it is in the best interest and safety of the City and at the convenience of the employee.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving
Good Friday	½ day for Christmas Eve
Memorial Day	Christmas
July Fourth	

2. Pay for the above listed twelve and one-half days shall be compensated at the regular rate of pay once annually with the last paycheck in the month of November upon submission of a special payroll for said purposed by the head of the department. Night bonus shall be used in computing holiday pay only when member has worked the entire year on the evening or night shifts.

3. All members of the Association shall be paid or given time off for the holidays in Section 1 regardless of whether or not they are scheduled to work on that day.

ARTICLE IX

VACATION AND SICK LEAVE

1. All members of the Association shall be allowed vacation leave with pay based on the following lengths of service:

After one year service	- ten days
After five years service	- fifteen days
After ten years service	- twenty days
After eighteen years service	- twenty-five days

2. For the purpose of vacation schedule, be it here and now agreed that anniversary dates for all members shall be in accordance with the following schedule:

a. If a member's date of employment falls between the date January 1 through June 30, his or her anniversary date of service shall be January 1.

b. If a member's date of employment falls between the date July 1 through December 31, his or her anniversary date of service shall be July 1.

3. It is hereby agreed that the police officer will have vacation schedules by platoon. A vacation list shall be prepared by the head of every platoon and submitted to the head of the department for approval.

The Detective Bureau and the Detective Youth Bureau shall be considered separate platoons.

It is hereby agreed that the Sergeants and Lieutenants shall select vacation by seniority according to Article V, Paragraph 8C. The Sergeant or Lieutenant assigned to the Detective Bureau shall select vacation independent of other Sergeants or Lieutenants, but in coordination with other member of the Detective Bureau. A vacation list shall be prepared by the senior Lieutenant and submitted to the head of the department for approval.

4. Vacation will be picked by seniority, by platoon. The senior police officer from each platoon will have until February 1 each year to pick two (2) weeks vacation for the calendar year. Then, by seniority, each officer will have five (5) days to pick their two (2) weeks vacation for the calendar year.

The senior officer of each platoon will then have five (5) days to select another two (2) weeks vacation. Then, by seniority, each officer will have three (3) days to select another two (2) weeks of vacation.

Any remaining vacation will be picked on a first-in request basis. In the event two or more requests are submitted at the same time, seniority will prevail.

5. A member shall be entitled to be paid at the time of his or her retirement from the City's service for the monetary value of the unused vacation and holiday time standing to the credit of such member at the time of his or her retirement; in case of death in service of any member, such payment shall be paid his beneficiaries or estate. However, when a member is dismissed for cause, said member will not be entitled to be paid the monetary value of unused vacation.

6. (a) All members shall be entitled to sick leave with pay. Sick leave credit shall be earned at the rate of one and one-quarter days per month of service. Eight hours constitutes one day.

(b) Sick Bank. Union is permitted to establish a sick bank whereby members of the collective bargaining agreement may donate sick leave days to a "bank" from which other members of the bargaining unit may withdraw sick leave days for use if they have inadequate sick leave to meet their needs. The City is not obligated to donate any sick leave to said bank. Administration of the sick bank is the responsibility of the Union and the City

assumes no responsibility for its administration. The Union is responsible for reporting in writing to the City each time a sick leave bank transaction occurs. Said report shall identify by name and employees donating sick leave and the number of days donated and also the names of employees withdrawing days from the sick bank and the number of days withdrawn from each employee.

7. Upon the effective date of retirement and written request, the City shall credit the employee with the equivalent of one (1) day's base pay for each earned, unused sick day, said credit to be applied towards the cost of providing health coverage under the City's health plan to the employee after his or her retirement. Once said election is made, it cannot be withdrawn by the retiring employee or his/her surviving spouse. The charge against the credit will be made on a monthly basis calculated annually based on the actual costs of the preceding calendar year. Tier 1 members, at the time of their retirement, will receive the equivalent of 50 additional unearned sick days which may be applied only to the health credit option of this section. After exhausting his or her health credit, the former employee may elect to continue coverage at his or her own expense under the City's healthcare plan by submitting a written request to the personnel officer within 30 days after the health credit has been exhausted.

In the event the retiring employee is able to obtain health insurance coverage through a subsequent employer or through a spouse's plan, the retiring employee may elect by written request to discontinue coverage under the City's health program and preserve his or her health credit for use at some future date. Upon the death of the retiree, his or her remaining health credit shall accrue to his or her surviving spouse, if any.

Employees at the time of retirement may elect to convert his or her earned sick leave into cash at the rate of 50 percent of his or her base pay for each unused sick day. The request must be made in advance in writing coincidental with the submittal of the employees' NYS Policemen's and Firemen's Retirement System application for retirement. If not exercised in a timely fashion as provided herein, the right to convert to cash is waived. Conversion of earned sick leave to cash or to a sick leave credit is mutually exclusive and may not be mixed.

8. When an employee who has been absent from work and claiming sick leave for three incidents of one or two days duration and if a pattern of abuse seems apparent to the Police Chief, the Police Chief will meet with the Union President to discuss the problem. If the Police Chief finds, after investigating, that the employee has abused or misused sick leave, the City may bring disciplinary action.

9. Each member of the Association is permitted to use three

days per year of sick leave for illness or injury of a member of the immediate family living in the same household as the employee.

10. Members absent from work due to injury or disability sustained in the course of their employment shall not be charged to sick leave time in accordance with Section 207-c of the NYS General Municipal Law. The City shall continue to provide the health insurance coverage (as delineated in Article XI of this Agreement) to employees absent from work under provisions of 207-c for a period of six (6) months provided that the employee continues to remain eligible to receive salary or wages under Section 207-c. At the expiration of this six (6) month period, the City may require the employee to be examined by a physician of the City's selection, at the City's expense, after which the City Manager shall make a determination based on the physician's report whether or not to continue the health insurance coverage. If City Manager determines that the insurance coverage is to be terminated, the employee shall be given thirty (30) day advance notice in writing. If the City Manager determines that the insurance coverage is to continue, the City has the right to have the employee re-examined at whatever time intervals the City deems appropriate in order for the City Manager to redetermine if insurance coverage should continue or cease. Termination of insurance coverage shall be subject to the written notice described above. Nothing contained in this paragraph shall be construed to diminish the City's rights under the NYS General Municipal Law under Section 207-c as now existing or hereinafter amended.

11A. Leaves of absence without pay are governed by the Civil Service Rules. The City Council, upon the recommendation of the City Manager or Department Head, may grant leaves of absence with or without pay for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

11B. Leaves of absence for child rearing, adoption, family medical and personal medical will be in compliance with the Family and Medical Leave Act of 1993.

12A. Members employed on January 1st in any year shall be entitled to four (4) personal leave days per year subject to the advance approval of the Chief of Police. Requests for personal leave must be made 24 hours in advance for non-emergency situations, except for one (1) day which may be taken regardless of staffing with only a two (2) hour minimum notice. Personal leave may be utilized in one-half day increments or as one full day. Personal leave time is not cumulative, may not be carried beyond the calendar year, and is not convertible to cash or compensatory time.

12B. Unused personal leave may be converted to sick leave credit upon written request to the Chief by December 1st.

ARTICLE X

BEREAVEMENT LEAVE

Members of the Association may be absent up to three (3) regularly scheduled work days with pay for bereavement leave for the death of the employee's father, mother, sister, brother, wife, child, mother-in-law, father-in-law, brother-in-law and sister-in-law and up to one (1) day bereavement leave for employee's grandchild and grandparent, as well as any other family member living in the same household as the employee.

A request to schedule the use of bereavement leave time beyond the date of interment should be submitted as soon as possible and may be granted in the discretion of the Chief of Police or his designee.

ARTICLE XI

JURY DUTY

1. A regular full-time employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City his full daily salary provided he turns over to the City all stipends received for serving on the jury.

2. The employee must notify the City or its designee immediately upon receipt of a summons for jury service.

3. Adequate proof must be presented of time served on jury.

4. All employees shall be absent from work only during the times actually required by the courts.

ARTICLE XII

RETIREMENT BENEFITS

1. The City agrees to establish, provide and maintain a twenty year 384D retirement plan and benefits of Section 375i, 384f, g and h for those older policemen who do not wish the twenty year retirement plan. (Non-contributory). Also 341k and 302d.

2. The City agrees to place exclusively the following officers who are currently covered by the 384D retirement plan into

the 384E plan, during a one year ~~window~~ period as determined the NY State Retirement System, those officers are as follows:

Sean Hotnich
Paul Caffo
Matthew Baldwin
Darryle Streeter
Todd Crossett
Kevin Helmbrecht
Kevin Czora
Jason Davis
Joe Belden

The placement into 384E shall only be extended to the aforementioned individuals and shall not be offered to any employees hired after April 1, 2000 or any other member of the Association. The City and the PBA agree, without prejudice or reservation, that all employees hired after April 1, 2000 shall be placed into the 384D retirement plan as has been the prior practice by the City of Batavia.

This Article and the language contained within it shall set no precedent and it will become null and void once the aforementioned individuals have been placed into 384E retirement plan. This Article and the language contained within it shall sunset once the aforementioned individuals have been placed into the 384E retirement plan.

ARTICLE XIII

INSURANCE

1. The City shall provide members with healthcare coverage through the City's self-funded program or an alternative health care provider with an Administrator to be selected by the City. The City of Batavia shall retain its sole right to change health care plan as long as the benefits are at a similar or greater level; however the City shall consult with the union before making any change. The coverage will be similar to the City of Batavia Employee Health Benefit Plan Summary Plan Description dated April, 1992 including any subsequently negotiated and agreed upon amendments to the plan. The maximum benefit for Room and Board (Semi-Private Rate) will be 365 days. Specifically relating to the City's self-insurance plan, the annual major medical deductible shall be \$200 per individual and \$325 per family and the prescription drug co-pay shall be \$5.

Payment will be made for 100% of reasonable charges by a physician for one (1) routine annual physical exam up to \$50 excluding routine laboratory and radiology tests. Specifically relating to the City's self-insurance plan, the maximum benefit for

diagnostic laboratory will increase from \$100 to \$125.

The City shall also provide dental coverage through the self-funded program. On April 1, 1992, the City will adjust the Dental Plan Benefits to be the same as the Schedule of Benefits to be the same as the Schedule of Benefits for CSEA Dental Plan as stated in Appendix E.

Effective April 1, 2000, the City and the PBA agree that all employees hired after April 1, 2000 will pay, through biweekly payroll deductions, 10% of the premium or premium equivalent cost of the Batavia Employee Health Benefit Plan. The contributions shall pertain to any benefit plan offered by the City.

** The City and the PBA agree, without prejudice, that all employees hired before April 1, 2000 shall not contribute toward the cost of the premium or premium equivalent. This paragraph (XIII **) and only this paragraph shall remain in effect until March 31, 2005 at which time this paragraph shall sunset and be rendered null and void. At this time, the health care contribution shall be subject to negotiations.

Specifically relating to the City's self-insurance plan, Employees may, at their own expense, purchase medical coverage for dependent, full-time students between the ages of 19 and 23.

2. a. The City will implement the managed healthcare program provided by its Administrator effective April 1, 1992, as listed in the April, 1992 City of Batavia Employee Health Benefit Plan Summary Plan Description for Police Officers.

b. The managed care program monitors proposed hospital admissions and surgical procedures of employees and their dependents. The goal of the program is to provide quality, appropriate care. Appropriately provided healthcare can control employer costs and lowers out-of-pocket employees expenses. (See Appendix D)

c. The initial penalty for non-compliance with the Managed Care Program will be a reduction of coverage of 20% up to a maximum of \$150.

d. Any PBA member who wishes to dispute a penalty for non-compliance with the Managed Care Program may do so through the Collective Bargaining Agreement's Grievance procedure.

e. Any PBA member who's grievance related to Managed Care is not upheld by the grievance process will be penalized an additional \$350, for a maximum total of \$500, for non-compliance with the Managed Care Program.

f. The initial penalty of \$150 will be enforced through a reduction in the check issued by the City's Manager to the service provider or employee.

g. The additional penalty of \$350 will be enforced through a payroll deduction from the employee's paycheck within 30 calendar days of the final grievance decision.

3. The City shall provide each member with a \$20,000 death benefit self-insured by the City. The City shall provide at its expense additional life insurance coverage in the form of a group term insurance policy with conversion rights at retirement in the amount of \$25,000.

4. The City will pay \$1,500 annually to each Police Department employee whose spouse has medical insurance with any carrier through his/her job if the City employee voluntarily waives his/her right to city paid medical insurance. This program shall be administered to conform with the City's In-Lieu Payment Plan for Medical Insurance. The annual payment will be made in two equal payments on June 15 and December 15.

ARTICLE XIV

RECIPROCAL RIGHTS

1. The City recognizes the right of the members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and visit members during working hours upon notice to their superior officers. Such police representatives shall also be permitted to appear as public hearings or boards of inquiry upon request of the members and on notice to the supervisor in charge of the station house.

2. The Association shall have the right to post notices and communications on the bulletin board maintained on the premises and facilities of the City. The officers and agents of the Association shall have the right to visit the employer's facilities for the purpose of adjusting and administering the terms and conditions of this contract.

3. Members who are designated or elected for the purpose of adjusting grievances or assisting in administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill those obligations which have as their purpose the maintenance of harmonious and cooperative

relations between the City and the police officers and the uninterrupted operation of government. This will be done on notice, in writing, to the head of the department listing details of absence in brief.

Members designated for contract negotiations shall be limited to two (2) police officers and the officers shall be limited to two (2) hours each of free time per negotiation session.

4. A maximum of two (2) members who are designated to represent the police officers shall have the right to attend state-wide conventions and meetings of the police conference to which they belong.

ARTICLE XV

GRIEVANCE PROCEDURE

Any employee having a grievance in connection with his employment shall present it to the Employer in the manner set forth in this Article. A grievance shall be any claim of violation, misinterpretation, or misapplication of any provision of this Agreement.

Step I

a. The employee shall discuss the grievance with the steward and the immediate supervisor within three (3) working days.

Working days shall be defined as Monday through Friday.

b. If the matter is thereby not disposed of, it will be submitted in written form by the employee or Union representative to the Police Chief who will give his answer in written form within five (5) working days.

Step II

a. If the Police Chief's answer is not satisfactory, the grievance may be referred by the Union President, or his designee to the City Manager, or his designated representative, and a meeting will be arranged to discuss the grievance or grievances within five (5) working days from the date the grievance is received. The Manager will give an answer in writing within five (5) working days of the meeting.

b. The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representative of the Employer.

c. The Union President, or his representative, shall be granted time off by his Supervisor (platoon officer) from his job without loss of pay to investigate a grievance which he is to discuss with the Employer provided, however, it does not interfere with immediate work assignment and such time shall not exceed two (2) hours in a working day.

Step III

a. If Step II fails to produce a settlement of the dispute, either the Union or the City may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice must be served within ten (10) calendar days from the receipt of the Step II answer, or the date when the Step II answer was due, otherwise, the right to arbitrate such dispute shall be deemed waived and the grievance shall be considered resolved on the basis of the City's last response with no further appeal.

b. The parties shall establish, by mutual agreement, a panel of five (5) arbitrators. The panel may include fewer than five (5) arbitrators but under no circumstances may the panel fall below three (3). In the event that an arbitrator is unable to continue serving on the panel, the parties shall appoint a replacement by mutual agreement. If the parties are at anytime unable to agree on a panel of at least three (3) arbitrators, all arbitration proceedings shall be conducted in accordance with the rules of procedure of the New York State Public Employment Relations Board.

c. Each party may, during January, strike one (1) member from the panel by notifying the other party in writing no later than January 31st. No strikes from the panel will be allowed after January 31st.

In no event may the parties utilize a strike which will bring the panel below three (3) people.

Arbitrators will be selected on a rotating basis beginning with the top of the agreed upon list.

d. The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding on the Union, the City and the Grievant. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decision or law.

e. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The arbitrator's decision shall be final.

f. The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him. He shall confine his decisions and awards solely to the interpretation and application of this Agreement.

g. Expenses for the arbitrator's services in the proceeding shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own witnesses. Either party may request a transcript of the proceedings. In the event a transcript is made, each party shall pay for its copy of the transcript. The party that first requested a transcript shall pay for the arbitrator's copy.

ARTICLE XVI

DISCIPLINE

The provisions of Section 75 of the NYS Civil Service Law shall be the procedures used for redressing disciplinary action for any employee who may be subject to disciplinary charges.

ARTICLE XVI

WORKING CONDITIONS

1. Whenever working methods or conditions, over and above normal police risks, are considered detrimental to the members represented by the Association, the Association's President shall request within five (5) working days a meeting with City representatives.

2. All employees shall be employed, promoted, demoted, transferred, recruited, laid-off, terminated, compensated, and/or selected for training without regard to race, religion, sex, age, color or natural origin.

3. The City shall have the responsibility of insuring that seniority practices, job classifications and descriptions, rates for new jobs, promotion practices, etc. do not have a

discriminatory effect.

4. The City of Batavia shall save harmless and indemnify any officer or employee of the City from financial loss resulting from a claim filed in any court of competent jurisdiction for damages arising out of an act done or the failure to perform any act, while on or off duty, provided such officer or employee, at the time of the alleged act or failure to perform any act, was acting in the performance of his or her duties and within the scope of employment.

5. Members shall be prohibited from smoking while on duty in accordance with the Local Law enacted by City Council prohibiting smoking in all City buildings.

6. A Policeman's Bill of Right: The purpose of this Article is to adopt a "Bill of Rights" for member of the Batavia Police Department below the rank of sergeant, setting down guidelines to be followed by sergeants, lieutenants and the Chief of Police in the conduct of investigations arising from citizen complaints only.

a. The City will provide a police officer a written notice in advance of an investigation arising out of a citizen complaint. Written notice shall include the name of the complainant, nature of the complaint, and sufficient information to reasonably apprise him of the allegations.

- i. Police officer shall be given the identity of all persons present during interview and the officer in charge of the investigation.
- ii. Officer shall be informed of the nature of investigation and given sufficient information to apprise officer of allegations made against him before the interview commences. (Nature does not include details or description of evidence.)

b. The officer against whom a citizen complaint has been lodged may, at his or her option, have PBA officer present during any time a sergeant, lieutenant or the Chief of Police interrogates said police officer about a citizen complaint. The officer shall be advised of the upcoming interrogation at least eight (8) hours in advance.

- i. Officer shall be given copies of all reports he completed regarding the incident in question before the interview commences (officer must view the reports in the presence of the interviewer and return the reports at the end of the interview).
- ii. Police officer may have present at the

interview a PBA representative and an attorney. (PBA representative and attorney may not speak during the interview, nor may they leave during the interview. Interview need not be delayed for arrival of the attorney.)

iii. At the completion of the interview the police officer may make a statement or the attorney may pose questions to the officer.

iv. The police officer has a right to have a copy of any statements reduced to writing free of charge. (Copies will be made available within a reasonable length of time after the interview, not necessarily immediately after the interview.)

c. Interrogations may be conducted at anytime with the employees consent, otherwise interrogations shall be conducted between the hours of 7:00 A.M. and 6:00 P.M. Only officers under investigation who are not duty during the interrogation shall be compensated for their time.

d. If in the course of the investigation of the citizens complaint, the officer's action is found to be a violation of the law, the officer shall be notified writing at the time.

i. No police officer under investigation shall be threatened with transfer, dismissal or any other disciplinary punishment. (Advising an officer of possible administrative or other sanctions is not a threat.)

ii. Any police officer subject to an investigation shall not suffer any reprisals directly or indirectly for exercising his rights under this section.

e. PBA will designate a Union representative/steward for each shift.

7. Personnel Files. All police officers in the unit covered by this Agreement shall be provided with a copy of any written warning, reprimand, suspension or other disciplinary action and an opportunity to respond to same in writing. In addition, such officers shall be provided the opportunity, upon reasonable notice, to review any file maintained by the City or Chief containing documentation relative to such disciplinary action and an opportunity to respond to same in writing.

8. Polygraphs - No police officer shall be required to take a polygraph test.

9. Right to Require Performance

Any waiver of any particular right or benefit enumerated in this contract shall be in writing and shall not constitute a continuing waiver. Any breach or default of the contract or failure to exercise a right or benefit shall not constitute a waiver of the right or benefit.

**ARTICLE XVIII
RULES**

1. The City shall have the right to make such reasonable directions, rules and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Association agrees that the Employees shall be bound by and obey such directions, rules and regulations insofar as the same do not conflict with the terms of this contract and such rules should be posted in the Police Office.

ARTICLE XIX

1. This contract shall become effective as of April 1, 1999 and shall terminate on March 31, 2003. All terms and conditions of this Agreement shall be retroactive to April 1, 1999.

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

3. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by his duly authorized officials and representatives, the day and year first above written.

CITY OF BATAVIA, NY

City Clerk-Treasurer

Council President

Assistant City Manager

BATAVIA POLICE BENEVOLENT ASSOCIATION

PBA President

For Sergeants & Lieutenants

Dated: _____

APPENDIX B

The Batavia Police Benevolent Association and the City of Batavia agree as follows:

1. The performance evaluation program developed by the Police Department, issued on October 14, 1990, pages 1-30, will be utilized by the Department to evaluate employees.
2. Appendix A of the parties' Collective Bargaining Agreement should include the following sentence which was inadvertently omitted when the last contract was printed: ❖Such payments shall be based upon satisfactory performance of each individual and added to their annual salary❖.

The ❖satisfactory performance❖ mentioned in Appendix A is not a reference to the performance evaluation program noted in paragraph 1 above. The performance evaluation program will not be used to determine longevity pay pursuant to Appendix A. The performance evaluation program will not be used to determine ❖satisfactory performance❖.

3. The Batavia Police Benevolent Association agrees to withdraw the charge in Case No. U-10775 based upon this settlement agreement.

David G. Mullen

John Peck

City of Batavia

Batavia Police Benevolent Assoc.

William Reemtsen, City Administrator

April 30, 1991

APPENDIX C

PROPOSED ARBITRATORS

1. Douglas J. Bantle
P.O. Box 306
Mendon, New York 14506
2. Mona Miller
2201 East Avenue
Rochester, New York 14610
3. Wade Newhouse
University of Buffalo
Buffalo, New York
4. Thomas Rinaldo
305 Elmwood Avenue
Buffalo, New York 14222
5. Howard G. Foster
Intern Dean
University at Buffalo
School of Management
160 Jacobs Management Center
Buffalo, New York 14260
6. James B. Atleson
465 Ruskin Road
Amherst, New York 14226