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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

## **VILLAGE OF GRANVILLE**

and the

## **GRANVILLE POLICE BENEVOLENT ASSOCIATION**

June 1, 2011 - May 31, 2016

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# **1 PREAMBLE**

## **1.1 Parties to Agreement**

**1.1.1** This Collective Bargaining Agreement is made by and between the Village of Granville, New York, hereinafter referred to as the "Village", and the Granville Police Benevolent Association, Inc., hereinafter referred to as the "Association or GPBA or GPBA Inc."

# **2 MANAGEMENT RIGHTS**

## **2.1 Management Rights Clause**

**2.1.1** The Village, by its Board of Trustees, reaffirms its inherent right to direct the organization of the Police Department, through the regular chain of departmental command. Such right: 1) shall be subject to grievance procedures, as herein defined; 2) shall include the right to make reasonable rules and regulations not inconsistent with the provisions of this agreement; and, 3) shall be superseded by any contrary provisions of this agreement, but this agreement shall not supersede any provisions of law.

# **3 ASSOCIATION RIGHTS**

## **3.1 Association Recognition**

**3.1.1** The Village recognizes the Association as the sole and exclusive representative for all Police Officers of said Village, below the rank of chief, for the purpose of collective negotiations to determine compensation, benefits, and other terms and conditions of employment.

## **3.2 Strike Affirmation**

**3.2.1** The Association hereby affirms the provisions of the Public Employees Fair Employment Act in that it shall not engage in a strike nor cause, instigate, encourage or condone a strike and agrees that anyone who aids, encourages or otherwise assists in a strike is in violation of this agreement. The Association agrees to exert its best efforts to prevent and terminate any strike.

## **3.3 Association Dues / Agency Fee**

**3.3.1 Association Dues:** The Village agrees to deduct dues from members of the Association upon authorization by the GPBA, with payments made to the GPBA by the Village on a-weekly basis.

**3.3.2 Agency Shop:** Any present or future employee represented by the Granville Police Benevolent Association, Inc., who is not a union member and who does not make application for membership, shall have deducted from their wage or salary, the amount equivalent to the dues levied by such employee organization. The Village Comptroller shall make such deductions and transmit the sum so deducted to such employee organization, provided however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop dues deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.

**3.3.3 Indemnification Clause:** The Employee organization shall indemnify and hold harmless the Village of Granville and its officials or employees from any cause of action, claim, loss or damages

incurred as a result of the Employer's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected moneys are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency shop fee deduction to the last known address of the employee organization, the Village of Granville and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

### 3.4 Leave for Association Business

**3.4.1 Eligible Employees:** The Village agrees that a member or members, if scheduling permits, of the Association shall be entitled to attend, without loss of pay, eight days (cumulative total) per year, for any meetings of the New York State Union of Police Associations Inc., the Police Conference of New York (PCNY), the Adirondack Regional Police Conference, or the Annual Convention of the PCNY. The Association will provide the Mayor with the name or the names of the members who shall attend such conference or meeting at least five days in advance thereof.

## 4 TOURS OF DUTY

### 4.1 Work Schedule

**4.1.1 Work Schedules:** Effective with the ratification of this Collective Bargaining Agreement, the parties will implement the work schedule below whereby full-time Officers will bid by seniority on the established tours of duty. In the event there is a "long term" vacancy, there shall be a rebid of tours.

The Police Chief will normally staff the 6:00 a.m. to 2:00 p.m. tour.

A full-time officer will be scheduled to staff the 2:00 p.m. to 10:00 p.m tour on Saturdays.

A full-time officer will be scheduled to staff the "DWI" tour on Saturdays (In the event a full-time officer is on leave (e.g. sick, personal, or vacation), these tour of duties may be filled as any other opening would be filled).

	M	Tu	W	Th	F	Sa	Su
6am-2pm	Chief	Chief	Chief	Chief	Chief	PT	PT
2pm-10pm	A	C	C	C	C	C	PT
10pm-6am	D	D	D	D	D	PT	PT
DWI	void	B	B	B	B	B	Void
10am-6pm	void	A	A	A	A	Void	Void

**4.1.2 Assignment of Part-time Officers:** Part-time shall be assigned to openings on the work schedule on the basis of seniority.

### 4.2 Minimum Availability (Part-Time Officers)

**4.2.1 Work Schedule Availability:** Part-time Officers shall submit their availability, in writing, to the Chief for the upcoming calendar month no later than the 15<sup>th</sup> day of each month. The work schedule shall be posted no later than the 22<sup>nd</sup> day of each month for the ensuing month absent extenuating circumstances.

A part-time Officer is required to provide a minimum of **forty** hours of availability for each calendar month for the following tours of duty: Saturday 6:00 a.m. to 2:00 p.m.; Saturday 10:00 p.m. to 6:00 a.m.; Sunday 6:00 a.m. to 2:00 p.m.; Sunday 2:00 p.m. to 10:00 p.m.; and, Sunday 10:00 p.m. to 6:00 a.m.

In the event a part-time Officer cannot provide the minimum availability as set forth herein due to the Officer's full-time employment work schedule, the Officer shall submit that schedule to the Chief with the submission of the Officer's availability for verification.

**4.2.2 Unable to Report to Work:** In the event a part-time Officer is unable to report to work, the Officer shall notify the Department as soon as possible, but in no event less than forty-eight hours prior to their scheduled shift, except for events which reasonably prevent the giving of the notice which events shall include but not limited to primary employment, family illness, and other similar circumstances which may be required to be documented by the Department.

**4.2.3 Failure to Provide Minimum Availability:** In the event a part-time Officer fails to provide the minimum availability as required and, thereafter, following notice of such neglect served by mail prior to the first day of the subsequent month, the Officer fails to provide such availability unless excused by the Chief, the Village may seek to terminate such Officer's employment in accordance with Section 11.2 of this Collective Bargaining Agreement.

### **4.3 Exchange of Tours of Duty (Swapping)**

**4.3.1** Association members of the Police Department will be allowed to exchange tours of duty with each other with the following understanding and restrictions:

The exchange must receive prior approval from the Chief of Police, or designee. A form for the request and approval providing for the exchanging officers' and Chief's signatures will be provided.

The swap may not result in overtime between the two employees during the established work week.

If in the event one of the exchanging employees fails to show for their shift, the regularly scheduled employee may be ordered in. If the regularly scheduled employee is not available and another employee has to be ordered in on overtime, the replacement employee will have personal, holiday, or vacation time deducted in the amount of time necessary to cover the replacement employee's wages.

**4.3.2** Officers may be moved within the same day for shift coverage in accordance with all provisions in 5.3.2 and 5.3.4.

## **5 COMPENSATION**

### **5.1 Wage Rates**

**5.1.1 Pay Schedule (full-time officers):** The schedule below is for the period June 1, 2011 through May 31, 2016, which reflects no increase for fiscal year 2011-2012, an increase of 2% on June 1, 2012, an increase of 2% on June 1, 2013, an increase of 2% on June 1, 2014, and an increase of 2% on June 1, 2015.

Years of service step increases shall take effect upon the Officer's anniversary hire date.



Full-Time	6-1-2011	6-1-2011	6-1-2012	6-1-2013	6-1-2014	6-1-2015
No Certification	\$33,223.0	\$15.97	\$16.29	\$16.62	\$16.95	\$17.29
After Certification	\$36,937.0	\$17.76	\$18.11	\$18.48	\$18.85	\$19.22
Start of 3 <sup>rd</sup> year	\$38,919.0	\$18.71	\$19.09	\$19.47	\$19.86	\$20.25
Start of 4 <sup>th</sup> year	\$40,933.0	\$19.68	\$20.07	\$20.47	\$20.88	\$21.30
Start of 5 <sup>th</sup> year	\$42,915.0	\$20.63	\$21.04	\$21.47	\$21.90	\$22.33
Officer in Charge	\$43,816.0	\$21.07	\$21.49	\$21.92	\$22.35	\$22.80
Sergeant	\$45,725.0	\$21.98	\$22.42	\$22.87	\$23.33	\$23.80

**5.1.2 Longevity Payments:** Longevity payments will be made in a lump sum payment, via payroll, at the start of the officer's 11th, 16th, and 21st years of service only.

After 10 years of service	\$500
After 15 years of service	\$750
After 20 years of service	\$1,000

**5.1.3 Pay Schedule (part-time officers):** The schedule below is for the period June 1, 2011 through May 31, 2016, which reflects no increase for fiscal year 2011-2012, a "market adjustment" to \$17.50 on June 1, 2012, an increase of 2% on June 1, 2013, an increase of 2% on June 1, 2014, and an increase of 2% on June 1, 2015.

For the purposes of this pay schedule, certified or certification shall mean successful completion of the basic police training.

Part-Time	6-1-2011	6-1-2012	6-1-2013	6-1-2014	6-1-2015
Patrol Officer	\$15.34	\$17.50	\$17.85	\$18.21	\$18.57

## 5.2 Premium Pay for Overtime

**5.2.1 Overtime Rate:** Each Association Member who works in excess of forty hours in one work week, shall be entitled to compensation at the rate of time and one-half his hourly rate of pay for the excess hours worked.

**5.2.2 Credit for Paid Leave:** All approved paid leave will be considered as time worked in computing overtime compensation.

**5.2.3 Christmas and New Years:** Each Association Member who is required to work the eve of Christmas and New Year, shall be entitled to the regular hourly rate of pay plus one-half the hourly rate of

pay for any shift that extends into the holiday. (Example: 10 p.m. to 6 a.m. or 8 p.m. to 4 a.m. tours beginning December 24th and 31st are subject to holiday pay).

**5.2.4 Authorization:** The Chief or Sergeant must approve the overtime and in their absence, overtime will be determined by the Officer-in-Charge.

**5.2.5 Seasonal Time Changes:** Employees required to work during the adjustment of the clock for Eastern Standard Time and Daylight Savings Time will work an actual full 8-hour shift when the clock is moved ahead and shall be compensated 1 hour at overtime when the clock is set back.

**5.2.6 Compensatory Time:** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. The officer must indicate on his or her weekly time sheet that they wish all or part of their overtime for that week to be computed as compensation time. The payroll clerk will keep track of the accumulation and use of compensation time by obtaining the information from the weekly time sheets.

All compensation time is computed the same as time that you would get paid for. If a person works overtime and is supposed to get paid time and a half, they could get compensation at a rate of time and a half. (i.e. 4 hours at time and a half equates to 6 hours of time off). If a person is called in for overtime, that is considered a minimum call in or 4 hours of time and a half. In compensation time that would equate to 6 hours of time off.

Compensation time can not cost the Village overtime (either a part timer can work the shift that needs to be filled or a full-time officer can work the shift on regular time).

In any fiscal year (June 1st through May 31st), an employee may convert a maximum of **thirty-two** hours of overtime work into **forty-eight** hours in compensatory leave credits.

Compensation time may only be used at the Chief's discretion. An employee must use all compensatory leave credits within the fiscal year in which it is earned or receive payment at the end of the fiscal year at the employee's then current rate of pay.

Once an officer decides to accumulate compensation time he may not later on convert the accumulated compensation time back to pay. The only exceptions to this would be if the employee were separated from employment from the Village for retirement or resignation.

### **5.3 Additional Hours of Work and Call-Ins**

**5.3.1 Vacant Shifts:** In the event shifts become vacant or additional working hours are required, those hours will be filled by part-time officers on a seniority basis (most senior first) until such list is exhausted, at which time the full-time officers shall be called on a seniority basis (most senior first).

**5.3.2 Short-Notice Schedule Changes:** Scheduling is notification two days in advance, both by a schedule change and notification of the Officer. Any shorter notice will be considered a minimum call-in.

**5.3.3 Parades:** Parades will be considered a minimum call-in.

**5.3.4 Minimum Call-In:** Full-time Members called to duty on off-duty time, other than scheduling, shall be entitled to a minimum of four hours compensation at the rate of time and one-half. Part-time Members called to duty on off-duty time, other than scheduling shall be entitled to a minimum of two hours compensation at the regular hourly rate. Scheduling is notification two days in advance, both by a schedule change and notification of the Officer.

## 5.4 Shift Differential

5.4.1 Any employee who works between the hours of 6:00 p.m. and 6:00 a.m. will receive and additional twenty five cents per hour added to their hourly rate of pay.

## 6 PAID LEAVE

### 6.1 Holidays

6.1.1 **Designated Holidays:** Each full-time Officer shall be entitled to eleven paid holidays each fiscal year (June 1 - May 31). An employee will not be able to use a specific holiday until such holiday is accrued.

The following days are designated as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- 
- 
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday
- 
- 

6.1.2 **Rate of Pay:** The rate of pay for the purpose of this Schedule shall be calculated at the rate of eight hours per holiday shift. The hourly rate shall be that set forth in 5.1 above.

6.1.3 **Holiday Pay (Required to Work):** Any Officer (FT/PT) who is required to work on a holiday will be compensated at the rate of pay of time and one-half for each hour worked. If two holidays overlap on the same day, member will only be compensated at the rate of time and one-half for the actual hours worked.

Each full-time Officer shall be granted compensatory time off for holidays worked at a later date of the Officer's choosing, as scheduling permits, and shall not be reasonably denied (postponed) by the Chief of Police.

Full-time Officers shall be compensated for all holidays not taken during the fiscal year, either in time or money, on the last day of the fiscal year for time earned in each respective year when denied by the Chief of Police only due to scheduling.

### 6.2 Sick Leave

6.2.1 **Allowance (front-loaded):** Each full-time Officer of the Village is allowed eleven working days of absence each Village year (June 1 - May 31), or pro-rated portion thereof, with full pay when such absence is necessary and due to the Officer's personal illness or for reasons defined in 6.2.5, below.

6.2.2 **New Employees:** An employee who is hired after June 1<sup>st</sup> in any given year will be credited with paid sick leave as follows: eight days if hired between June 1st and August 31st; six days if hired between September 1st and November 30th; four days if hired between December 1st and February 28th; two days if hired between March 1st and May 31st.

**6.2.3 Accumulation:** If the absence of any Officer does not equal eleven working days in any fiscal year, the remaining unused days may be used as a "sick leave reserve" for personal illness only and accumulated to 160 consecutive working days which may be applied for the purposes of early retirement or medical coverage as prescribed in section 8.2.9, below.

Sick leave time shall continue to be earned, credited, and accumulated after 160 days provided, however, that accumulations in excess of 160 days may be used only in the event of a catastrophic injury or long term illness. The Village Clerk shall notify each full-time Officer on or about May 25th of each Village Year of the number of sick days which such employee has accumulated.

**6.2.4 Use of Sick Leave:** An employee may use sick leave credits for an illness or injury that inhibits the employee's ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour.

**6.2.5 Medical Verification:** After 3 consecutive sick days for illness, the Chief of Police will be furnished a Doctor's certificate or supply proof of illness.

After use of 7 sick days, a full-time Officer will be issued a warning by the Village, notifying the Officer that any additional sick days will be closely monitored by the Village. After use of 9 sick days, the Chief or Sergeant can demand a Doctor's certificate for proof of sickness for each additional day. After use of 11 sick days, the Village will not pay the Officer for the sick days used without a Doctor's certificate. In computing total days above, any days where a Doctor's certificate is produced, will be deducted from the total.

**6.2.6 Return to Duty after 14 days:** An employee absent from duty for fourteen or more consecutive calendar days due to illness will be required to report to the Village Health Officer for a physical examination before reporting for duty. If such employee is being treated for a particular illness by a physician other than the Village Health Officer, a statement from such physician will be accepted in lieu of an examination by the Health Officer. Such employee will not be permitted to return to work unless the Health Officer has reported to the Board of Trustees and in his opinion the employee is physically able to discharge the duties of his employment. A female employee will be permitted to substitute her personal physician for the Health Officer. The cost of all physical examinations will be paid for by the Village.

**6.2.7 Use of Sick Leave Credits Upon Retirement:** Upon retirement, a full-time Officer's unused sick days up to 130 will be applied by the Village towards the Officer's health insurance, until such time as all accumulated days are used up.

Upon retirement, a full-time Officer's unused sick days in excess of 130, with a maximum of 160, can either be used for early retirement or the Officer will be paid for a maximum of 30 days at the hourly rate of pay in effect at the time of retirement.

**6.2.8 Termination of Employment:** An employee who resigns or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

## **6.3 Vacation Leave**

**6.3.1 Allowance (back-loaded on anniversary date):** A newly hired full-time Officer will be allowed forty hours of paid vacation leave during the first year of employment. A full-time Officer of the Village, after one year of service, shall be entitled to a vacation period of ten working days.

A full-time Officer of the Village, after four years of service shall be entitled to a vacation period of twelve working days.

A full-time Officer of the Village, after seven years of service, shall be entitled to a vacation period of thirteen working days.

A full-time Officer of the Village, after nine years of service, shall be entitled to a vacation period of fourteen working days.

A full-time Officer of the Village, after ten years of service, shall be entitled to a vacation period of twenty working days.

A full-time Officer of the village, after ten years, shall be entitled to an additional vacation day after every other year of service (12, 14, 16, 18, 20), with a maximum accumulation of twenty-five days of vacation.

**6.3.2 Accumulation:** Any member denied vacation time during the fiscal year shall be compensated at the end of the fiscal year (May 31st) for all unused vacation time earned, only where a person has earned a vacation which has been denied by the Chief of Police due to scheduling. Special permission may be obtained from the Village for accumulation upon a good cause shown.

**6.3.3 Scheduling:** For the purpose of clarification, a week shall mean five working days. With the Approval of the Police Chief, vacations may be taken other than by the full week. Vacation dates may be requested by members of the Association in accordance with Police Department Rules and Regulations now in effect. Vacation dates requested by members of the Association will be according to seniority.

**6.3.4 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. In case of the death of the employee, the Village will pay the employee's estate for any unused vacation leave credits.

## **6.4 Personal Leave**

**6.4.1 Allowance (front-loaded):** Each full-time Officer shall be granted four non-accumulative personal days per fiscal year with pay for the purpose of conducting personal business.

**6.4.2 New Employees:** An employee who is hired after June 1<sup>st</sup> in any given year will be credited with paid personal leave as follows: four days if hired between June 1st and August 31st; three days if hired between September 1st and November 30th; two days if hired between December 1st and February 28th; one day if hired between March 1st and May 31st.

**6.4.3 Accumulation:** Any member denied personal leave during the fiscal year, shall be compensated at the end of the fiscal year (May 31st) for all unused personal leave.

**6.4.4 Use of Personal Leave:** The Village shall not require the Officer to give a reason as a condition for approving the use of personal leave, provided however, that prior approval for the requested leave must be obtained from the Chief of Police so that the resulting absence will not interfere with the proper conduct of Police Department functions.

**6.4.5 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

## **6.5 Bereavement Leave**

**6.5.1 Immediate Family:** Full-time Officers in the bargaining unit shall be granted four days absence with pay, due to death in the Officer's immediate family or household. Immediate family means, spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law. Members of

household means individuals who normally reside with the Officer. Two days of absence shall be granted for the death of grandparent or spouse's grandparents.

## **7 MEDICAL – DENTAL - VISION**

### **7.1 Medical Insurance**

**7.1.1 Insurance Plan:** The Village will make available MVP EPO HD \$1500/\$3000 with the Village fully funding the \$1500 or \$3000 deductible, as the case may be, through a Health Reimbursement Account (HRA).

**7.1.2 Date Coverage Begins:** Coverage will begin on the first day of the month following the employee's first day of employment, provided the requisite insurance forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

**7.1.3 Medical Premium Payment:** Association members agree to contribute in the following manner for health insurance benefits:

Effective June 1, 2012, the \$750 "incentive" will be discontinued and the Village will pay 95% of the monthly premium for an individual plan, two-person plan, or family plan, as the case may be, and the employee will pay 5%. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

Effective June 1, 2013, the Village will pay 92.5% of the monthly premium for an individual plan, two-person plan, or family plan, as the case may be, and the employee will pay 7.5%. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

Effective June 1, 2014, the Village will pay 90% of the monthly premium for an individual plan, two-person plan, or family plan, as the case may be, and the employee will pay 10%. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

Effective June 1, 2015, the Village will pay 88% of the monthly premium for an individual plan, two-person plan, or family plan, as the case may be, and the employee will pay 12%. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

### **7.2 Dental & Vision Plans**

**7.2.1 Dental/Vision Premium Payment:** Members will continue to contribute 5% towards the DPW CSEA sunrise dental and vision plan.

### **7.3 Medical Insurance Buy-Out**

**7.3.1 Eligibility:** If in the event an Association member chooses not to take medical insurance through the Village, such employee will receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Village and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Village. In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

**7.3.2 Amount of Buy-Out:** The buy-out will be equal to one third of the sum of Village's contribution to the annual premium plus the \$3000 amount set aside for the deductible. For example, if the total premium is \$15,000 and the Village share is 90%, then the buy-out would be  $\$15,000 \times 90\% = \$13,500 + \$3000 = \$16,500 \times 1/3^{\text{rd}} = \$5500$ . Payment will be made on June 1<sup>st</sup> of each year the employee is eligible for the buy-out.

**7.3.3 Reinstatement:** In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Village under 7.1.1 and the Village would prorate the amount needed to be paid back into a monthly amount based on the fiscal year. (example:  $\$5500/12 \text{ months} = \$458.33$  per month) An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

## **8 DISABLED EMPLOYEES**

### **8.1 Workers' Compensation Insurance**

**8.1.1 Coverage:** The Village carries Workers' Compensation Insurance on all employees.

**8.1.2 Reporting of Injury:** Any injury received while on duty, and any sickness directly related to an Officer's employment by the Village, shall be reported immediately to the Police Chief.

**8.1.3 Use of Leave Credits:** Whenever an Officer is absent from his employment and unable to perform his duties as a result of personal injury related to his employment and received Workers' Compensation benefits for such absence, he will be paid his full salary during such absence up to a period of one year, less the amount of any Workers' Compensation benefits paid during such period of time for such injury or related sickness, and no part of such absence will be charged to his annual or accumulated sick leave.

### **8.2 Short-Term Disability Insurance**

**8.2.1 Coverage:** The Village shall provide off-the-job disability insurance for each full-time Officer of the Village.

**8.2.2 Use of Leave Credits:** An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Village will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

## **9 RETIREMENT BENEFITS**

### **9.1 Pension**

**9.1.1. Pension Plan:** The Village shall provide all benefits now afforded under the Retirement and Social Security Law of the State of New York, as provided in Section 384d of the said law. 384d is the New York State 20 year Non-Contributory retirement plan.

The Village shall provide, for each employee who so elects, all benefits now afforded under Retirement and Social Security Law of the State of New York as provided in Section 384 of the said law; provided, however, that any employee who so elects shall reimburse the Village for any costs imposed as a result

of said employee's future election to terminate coverage under Section 384 and return to coverage under Section 375i.

## **9.2 Medical Insurance for Retirees**

**9.2.1. Coverage (retiree):** Members who retire from employment with the Village will continue to be eligible to receive medical insurance and prescription drug coverage for an individual plan, two-person plan, or family plan, as the case may be unless equal or better benefits become available through new employment or the retiree's spouse's employment.

**9.2.2. Coverage (retiree's spouse):** Coverage is also available for the retiree's eligible spouse if the spouse was eligible for coverage under the applicable medical insurance plan on the retiree's last date of employment with the Village and the spouse is not eligible to receive comparable medical insurance coverage under another plan made available through the spouse's employment. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under State or Federal law (e.g. COBRA).

**9.2.3 Eligibility:** To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least ten years of full-time service with the Village; 2) retire directly from the Village; and, 3) have been granted a retirement benefit from the New York State retirement system.

**9.2.4 Insurance Plan:** The Village will make available the same medical insurance plan and prescription drug plan that is available to active employees of this bargaining unit.

**9.2.5 Medicare:** When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Village.

**9.2.6 Premiums:** The Village will pay 85% of the monthly premium for an individual plan, two-person plan, or family plan, as the case may be, and the retiree will pay 15%.

## **10 MISCELLANEOUS PROVISIONS**

### **10.1 Work Accouterments**

**10.1.1 Uniforms:** The Village will provide for members of the Association all uniform clothing that was being provided for prior to this agreement, and such additional uniform clothing as may from time to time be agreed upon by the Village and the Association.

**10.1.2 Winter Footwear:** The Village will provide to the Police Department the sum of \$375.00 to be distributed by the Chief of Police in his sole discretion, for proper winter footwear designed to protect the wearer in minus 20 to minus 40 degree weather.

**10.1.3 Uniform Maintenance:** The Village shall compensate each full-time Officer a cash allowance in the amount of \$750 on December 1<sup>st</sup> of each year to cover uniform maintenance.

Effective June 1, 2012, the Village shall compensate each part-time Officer a cash allowance in the amount of \$350 on December 1<sup>st</sup> of that year to cover uniform maintenance.



Effective June 1, 2013, the Village shall compensate each part-time Officer a cash allowance in the amount of \$400 on December 1<sup>st</sup> of that year to cover uniform maintenance.

Effective June 1, 2014, the Village shall compensate each part-time Officer a cash allowance in the amount of \$450 on December 1<sup>st</sup> of each year to cover uniform maintenance.

## 10.2 Travel Expenses

**10.2.1 Use of Employee's Vehicle:** A member may not be required to use his own personal vehicle for Police services. However, in agreement with the Chief of Police, a member may consent to use his own personal vehicle for the purpose of police services involving court appearances, transportation of police evidence and criminal warrants. A record of actual hours and mileage will be maintained by the Chief of Police. Each member will be reimbursed by the voucher system at the prevailing IRS mileage rate.

## 10.3 Call to Duty in an Emergency

**10.3.1** Whenever a member of the Association is called to duty in an emergency situation, he shall be covered by all benefits and given full consideration in wages for any accident or injury incurred from the time of official notification to report to duty, to actually arriving on duty.

## 10.4 Training Schools

**10.2.1** The Village agrees to provide transportation to members of the Association required to attend training schools. The Village also agrees to provide a luncheon payment in the amount of \$6.00 to members of the Association required to attend training schools. The Association agrees whenever possible to double up with a member of other adjacent Police Departments in traveling to and from school.

## 10.5 Recovery of Training Costs

**10.5.1** In the event the Village is required to provide the basic police officer training course for an employee and in the event that person separates from the police department within three years of the date of completion of training, the Village shall be reimbursed by the person trained for all wages and expenses paid by the Village during or in conjunction with his or her basic training, according to the following pro-rated schedule:

Length of employment after completion of	Reimbursement of wages and expenses
1 In to one year	100%
1 year up to 2 years	50%
2 years up to 3 years	25%

**10.5.2** Expenses incurred in the cost of training include any reimbursement to an individual for the cost of travel, lodging, meals, books, and tuition, as the case may be. Upon a voluntary separation from employment within years of the date of completion of training, an employee shall reimburse the Village for wages and expenses paid by the Village during training. Should recourse to a legal proceeding be necessary in order for the Village to secure reimbursement pursuant to this provision of the contract, the individual responsible for reimbursement shall also reimburse the Village for all legal expenses associated with the legal proceeding, should the Village prevail. A copy of this language of the contract shall be provided to all individuals seeking employment with the Village in its police department.

# 11 DUE PROCESS PROCEDURES

## 11.1 Grievance Procedure

The following grievance procedure is hereby established for members of the Association:

**11.1.1 Definitions:** As used herein, the following terms shall have the following meaning:

"Grievant" shall mean the Association itself.

"Grievance" shall be defined as a dispute concerning the interpretation, application, or claimed violation of a provision of the collective bargaining agreement. The adjudication and disposition of any unresolved disciplinary charges shall be pursuant to the grievance procedures set forth in Section 11.2 hereafter.

"Department" shall mean the Police Department of the Village of Granville, New York.

"Working Day" shall mean all days other than Saturday, Sunday, and legal holidays. Saturday, Sunday, and legal holidays shall be excluded in computing the number of days within which such action must be taken or notice given within the terms of this procedure.

**11.1.2 Declaration of Basic Principles:** The Association shall have the right to present the grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal.

**11.1.3 Grievance Procedure:** The grievance procedure shall be as follows:

**Step 1 - Initiation of Grievance:** The Association shall present the grievance to the Chief of Police, in writing, on forms provided by the Village, within thirty days after the Association had knowledge of the act or omission giving rise to the grievance, or when the Association should have had knowledge. Such grievance shall contain a short plain statement of the events leading to the grievance and specify references to the section of this agreement which the Association claims to have been violated, if applicable.

The Chief of Police shall discuss the grievance with the Association. He shall make such investigation as he deems appropriate and shall consult with the Mayor.

Within ten working days after presentation of the grievance to him, the Chief of Police shall make his decision and communicate the same to the Association in writing.

**Step 2 - Appeal to Police Commissioner:** An appeal from an unsatisfactory decision at Step 1 shall be presented by the Association, in writing, on forms to be provided by the Village, to the Police Commissioner, or his designee, within twenty working days of the receipt of the Step 1 decision, or when the Step 1 decision should have been received.

The Police Commissioner, or his designee, shall meet with the Association for a review of the grievance and shall issue a written decision within twenty working days of the receipt of the appeal.

**Step 3 - Appeal to Grievance Board:** Grievances may be appealed by arbitration to a Grievance Board by the Association by filing a demand for arbitration upon the Mayor within ten working days of the receipt of the Step 2 decision, or when the Step 2 decision should have been received.

The Grievance Board shall be established within twenty working days from such time of the receipt of the appeal of Step 2 decision.

A Grievance Board of three members is hereby established to hear appeals from decisions of the Mayor or the Board of Trustees. One member of the Grievance Board shall be appointed by the Village, one member of the Grievance Board shall be appointed by the Association, and the third member shall be selected by the two appointees. The third member shall be selected within twenty days. If the two appointees cannot agree upon the selection of a third member, they shall request the New York State Public Employment Relations Board to appoint the third member. The Grievance Board shall confine itself to the precise issue(s).

Two concurring votes shall be necessary to determine the official decision or award of the Grievance Board.

Necessary funds, supplies, facilities and personnel to implement the operation of the Grievance Board, shall be provided by the Village, meaning selection of a site for the board to meet. The Village and the Association shall equally share the cost of the arbitration.

The hearing of the appeal may be held in public or in private as determined by the Grievance Board.

New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Department Head at the hearing held by him may be introduced at the hearing by the Association, by the Department Head, or upon the request of the Grievance Board.

The hearing may be adjourned from time to time by the Grievance Board if, in its judgment, such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten days, except that adjournments, consented to by both the Association and the Department Head shall not be counted in determining the total days of adjournment as herein limited.

The Grievance Board shall not be bound by the formal rules of evidence.

A written summary shall be kept of each hearing held by the Grievance Board. The Grievance Board shall make its report, in writing, within five days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the Village Clerk. The report shall include a statement of the Board's finding of fact, conclusions and binding decision which shall be final. That any award by the Grievance Board may be retroactive to the date when the grievance was filed but cannot be retroactive to any period prior to that date.

If the grievance is settled prior to an award by the Grievance Board, the settlement shall not constitute a precedent for future actions by the parties.

## **11.2 Disciplinary Procedure**

**11.2.1 Discipline for Just Cause:** The Village will not subject an employee who has completed the probationary period, as defined by the local Civil Service agency, to any disciplinary action or penalty except for just cause.

**11.2.2 Notice of Discipline:** The Village will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the penalty. Simultaneously, a copy of the notice will be sent to the President of the Association.

**11.2.3 Disciplinary Hearing:** If the Association disagrees with the disciplinary action, the Association may appeal the matter, in writing, to the Mayor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this procedure or any other procedure and the case will be deemed to be closed.

Within seven calendar days after receiving the appeal, the Mayor will meet with the disciplined employee and the designated representative of the Association. Within seven calendar days after said meeting, the Mayor will issue a written response which will be given to the President of the Association.

**11.2.4 Appeal of Disciplinary Action:** If the Association is not satisfied with the response of the Mayor, the Association may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Mayor or when the response should have been received. Failure to file the demand within said fourteen calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

The fees of the arbitrator shall be shared equally by the Village and the Association. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

**11.2.5 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

## **12 DRUG & ALCOHOL TESTING POLICY**

### **12.1 Introduction**

#### **A. Background**

The Village of Granville Board of Trustees, the Granville Police Department and the Granville Police Benevolent Association (PBA) recognize the importance of a safe, efficient and healthy work environment for all employees. This means that all employees must be able to work in a drug and alcohol free environment. Accordingly, the Granville Police Department will adopt a policy on Drugs in the Workplace, which applies to all employees of the Granville Police Department.

However, due to the particular importance of assuring that law enforcement employees are free of the effects of drug and alcohol use, the Village of Granville Board of Trustees, the Chief of Police, and the Granville P.B.A., agreed to implement a random drug testing program for all covered employees to be effective January 1, 2005. The purpose of the "Granville Police Department Drug and Alcohol Testing Policy for Law Enforcement Employees of the Village of Granville" is to ensure a safe, efficient, healthy, drug free work environment and to comply with this contractual agreement, by implementing a policy to assure safe and healthy operations.

#### **B. Goals**

This is designed to:

1. Protect employees and the public from injury and economic loss caused by employees affected by drugs and alcohol.
2. Help create and maintain an environment that discourages use, possession, and sale of drugs on or off Village property.
3. Provide education training on the effects and indicators of drug and alcohol use.

4. Encourage employees needing assistance to consult the Employee Assistance Program.
5. Provide for disciplinary action procedures and rehabilitation where appropriate for employees who fail verified drug tests.
6. Provide for disciplinary action and rehabilitation programs for employees who fail to pass alcohol tests so that they may qualify for return to duty.

#### C. Scope and Applicability

1. This policy is intended to provide procedure and protocol for random drug testing pursuant to negotiated agreement, and reasonable suspicion based testing for drugs and alcohol as a policy matter.
2. The Granville P. B. A. and the Village of Granville Board of Trustees signed a collective bargaining agreement adding this drug testing policy to the 2004-2007 agreement and this policy shall take effect January 1, 2005.
3. This policy is designed to provide for discipline of any covered employee who fails a verified random drug test, or who fails a reasonable suspicion drug or alcohol test.
4. All issues relating to implementation and application of the negotiated random testing procedure shall be subject to grievance and arbitration procedures as may be found in the applicable collective bargaining agreement. This shall not include violations of a last chance agreement as outlined in Article VII(c) of this policy.
5. Participation and compliance with this Policy is a requirement of employment for all covered employees.

#### D. Definitions and Discussion

1. For purposes of this Policy, "prohibited drugs" are defined and limited to the following prohibited substances: a) Marijuana; b) Cocaine; c) Opiates; d) Amphetamines; e) Phencyclidine; f) Any/All Illegal substances not prescribed by a physician.
2. Alcohol - As used herein, alcohol means the intoxicating agent in the beverage alcohol, ethyl alcohol or other low molecular weight alcohol's, including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
3. Alcohol Misuse - Granville Village Board and the Chief of Police recognize that the use of alcohol is legal when done off the job and in a manner that cannot affect job performance. Alcohol misuse consists of a violation of the following requirements:
  - a) No employee shall report for duty or remain on duty while having a blood alcohol concentration of 0.02 or greater. Exceptions to remaining on duty with an alcohol concentration of 0.02 or greater may be made only on a case by case basis by a supervisor for law enforcement officers engaged in officially sanctioned undercover operations.
  - b) Under no circumstances will such a law enforcement officer be allowed to operate a vehicle in violation of New York State driving while intoxicated or driving while ability impaired laws.
  - c) No employee shall use alcohol within eight (8) hours prior to reporting for duty.
  - d) No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

4. Substance Abuse Professional (SAP) - Is defined as a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addition counselor with knowledge of and clinical experience in the diagnosis and treatment drug and alcohol-related disorders.

## **12.2 Testing for Prohibited Drug and Alcohol**

### **A. Types of Testing Allowed**

1. Analytical testing of the urine of covered employees for prohibited drugs and the breath of covered employees for alcohol misuse shall be conducted as provided by this Policy and as required by law or regulations. The six testing categories are: a) Pre-Employment Testing; b) Reasonable Suspicion Testing; c) Post Accident Testing; d) Random Testing Return to Duty Testing; e) Follow-up Testing

### **B. Testing**

#### **1. Pre-Employment Testing**

a) All applicants for employment in or assignment to a covered position, or transfers to such positions or assignments, shall be tested for prohibited drugs.

b) The drug tests required by this section shall be administered only after the applicant is informed in writing that the urine sample being collected will be tested for prohibited drugs. Pre-employment testing will be administered as recommended by the Municipal Police Training Council (MPTC).

c) An applicant who fails a drug test shall not be hired for, or assigned to a covered position.

#### **2. Reasonable Suspicion Testing**

a) Covered employees are prohibited from using prohibited drugs or misusing alcohol as described herein. A covered employee whom a supervisor reasonably suspects of using a prohibited drug or the misuse of alcohol, or both, shall be administered a drug test (urine) or alcohol test (breath) or both, as appropriate. An employee is reasonably suspected of using a prohibited drug or of the misuse of alcohol, or both, when a trained supervisor, or an officer in charge of a shift, who has been trained in the detection of drug use or in the detection of alcohol misuse makes specific, contemporaneous articulatable observations concerning the appearance, behavior, speech or body odors of the employee indicating such use or misuse, or both. If possible, the person who makes the determination that reasonable suspicion exists to conduct a drug or alcohol test shall not conduct the actual test of the employee.

b) Alcohol testing is authorized only if the observations stated above are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with the restrictions on alcohol use. When a supervisor or an officer in charge of a shift determines that a reasonable suspicion alcohol test should be administered, the employee shall not perform or continue to perform his or her duties until: 1) an alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or, 2) the start of the employee's next regularly scheduled duty period, but not less than 8 hours following the determination that there is reasonable suspicion to believe that the employee has engaged in misuse of alcohol.

#### **3. Post Accident Testing**

a) For purpose of this Policy, the term "accident" means an occurrence associated with the operation of a vehicle causing: 1) the death of an individual; 2) bodily injury to an individual who immediately receives medical treatment away from the scene of the accident; 3) disabling damage to one or more vehicles requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The phrase

"disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

b) Each covered employee involved in an accident shall be tested for alcohol and drugs if the accident involved the loss of human life or if the employee received a citation under state or local law for a moving traffic violation arising from the accident.

c) An employee who is subject to post-accident testing shall remain readily available for such testing or will be deemed to have refused to submit to testing. Nothing in this paragraph shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

d) A post-accident alcohol test shall be administered within 8 hours of the accident. A post-accident drug test shall be administered within 32 hours following the accident.4. Random Testing

a) All covered employees shall be subject to random drug testing.

b) The selection of employees for random drug testing shall be made by a scientifically valid method, such as a random number table or a computer based random number generator that is matched with the employee's social security number, payroll identification number or other comparable identifying number. Each employee shall have an equal chance of being tested each time selections are made.

c) The number of random drug tests conducted each year shall be equal to at least 50% of the number of employees subject to random drug testing.

d) Random drug tests are unannounced, and the dates of administering them shall be spread reasonably throughout the calendar year.

e) Each employee who is notified of selection for random drug testing shall proceed to the test site immediately, or, if the employee is on duty at the time of notification, the employee shall leave duty as authorized by competent authority and proceed to the testing site as soon as possible.

f) An employee shall only be tested for alcohol upon reasonable suspicion, or in accordance with a post-accident test. Applicants for covered positions will be tested for drugs, but not for alcohol.

g) When possible, covered employees will be sent for testing during regularly scheduled duty hours, however they may be sent off duty if necessary and paid according to the applicable collective bargaining agreement, policy or law.

## 5. Return to Duty Testing

a) Before an employee returns to duty after engaging in alcohol misuse, the employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b) If an employee is to be returned to duty after engaging in drug use, the employee shall undergo a return to duty test indicating a verified negative result for drug use. This return to duty test does not apply in cases where a last chance agreement has been violated and a termination decision has been made by the Chief of Police and the Village Board.

## 6. Follow-up Testing

a) Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up alcohol testing as directed by a substance abuse professional.

- b) The number and frequency of follow-up tests shall be as directed by the substance abuse professional, and shall consist of at least six tests in the first twelve months following the employee's return to duty.
- c) The employee's supervisor may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the substance abuse professional determines that returning-to-duty and follow-up testing for both alcohol and drugs is necessary for that employee.
- d) Follow-up testing shall not exceed 48 months from the date of the employee's return to duty.
- e) The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six tests have been administered if the substance abuse professional determines that such testing is no longer necessary.
- f) If and when, an employee who has tested positive for illegal drugs is allowed to return to full duty, such an employee shall be subject to unannounced follow-up testing for at least twelve (12) months, but not for more than forty eight (48) months. The frequency and duration of the follow up testing will be recommended by a substance abuse professional (SAP) as long as a minimum of six (6) tests are performed during the first twelve (12) months after the employee has returned to duty. The cost of all follow-up testing shall be paid in full by the Employer.

### **12.3 Collection and Analysis**

- A. The collection of urine or breath for random testing shall be performed at a Village facility for breath or at the site of an independent health provider for Urine. Employees shall be advised of the location of the testing by a supervisor at the time testing is required.
- B. The collection site for urine samples will provide a privacy enclosure for urination, a toilet, a suitable, clean, writing surface, and a water source for hand washing which, if practicable, will be outside the privacy enclosure. Any water source within the privacy enclosure should be secured to prevent its use to adulterate the urine sample.
- C. The employees will be assured of privacy during urination except in circumstances where there is evidence that a prior sample was altered, adulterated or tampered with, in which case a retest will be required and privacy will not be assured.
- D. The urine specimen must be split and poured into two specimen bottles. This provides the employee with the option of having an analysis of the split sample performed at a separate laboratory if the primary specimen test result is verified positive after an initial screening. A second, confirmatory test is to be accomplished by gas chromatography or mass spectrometry.
- E. Urine testing will be conducted at an independent laboratory certified by the U.S. Department of Health and Human Services. No employee of Granville Police Department will be engaged in the testing process.
- F. Cutoff levels as established for each drug class by the Department of Health and Human Services (DHHS) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.
- G. All drug testing laboratory results will be reviewed by a qualified Medical Review Officer (MRO) to verify and validate test results. A MRO is a licensed physician responsible for receiving laboratory results generated by a drug-testing program who has knowledge of substance abuse disorders and has relevant training and qualifications.



H. The MRO will review and interpret all confirmed positive tests by reviewing the employee's medical history, including any medical records and biomedical information provided, affording the employee a reasonable opportunity to discuss the test result, and will decide whether there is a legitimate medical explanation for the result including legally prescribed medication.

I. The MRO will notify each employee who has a verified positive test that the employee has 72 hours in which to request a test of the split specimen at a separate certified laboratory.

J. Upon completion of the MRO's review the MRO shall report each verified test result to the Granville Governing Board designee who will immediately notify the Chief of Police or his designee of the result. Once notified of a verified positive test result, the Chief will remove the employee from duty. Removal from duty will be immediate and will not, await the results of any requested retest.

## **12.4 Alcohol Testing Procedures**

A. Alcohol testing shall be conducted by collection of a breath specimen through the use of an evident breath-testing device (EBT) that is approved by the National Highway Traffic Safety Administration or the NYS Division of Criminal Justice Services. The test must be performed by a breath alcohol technician (BAT), who is trained to proficiency in the operation of the EBT being used and in the alcohol testing procedures specified in the regulations.

B. The person who will serve as the BAT will be identified to employees and by a supervisor at the time of selection for an alcohol test.

C. In so far as possible, alcohol tests will be conducted at a site that provides privacy to the individual being tested.

D. Upon arrival at the collection site, the employee must provide positive identification to the BAT. After testing procedures are explained to the employee, the employee and the BAT must complete, date, and sign the alcohol testing form.

### **E. Screening Test**

1. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouth piece until an adequate amount of breath has been obtained. Following the screening test, the BAT must show the employee the result displayed on the EBT or a printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the employer as a negative test. The employee may then return to his or her duty.

### **F. Confirmation Test**

1. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.

2. The confirmation test must be conducted at least 15 minutes, but not more than 20 minutes, after completion of the initial test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth, and will be instructed not to belch to the extent possible while awaiting this confirmation test. The confirmation test will be performed whether or not the employee complies with such instructions.

3. The confirmation test is conducted using the same procedures as the screening test. it new mouthpiece will be used.

4. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.
5. The BAT will transmit all results to the Director of Employee Relations in a confidential manner. If the employee must be removed from duty, the BAT will notify the Chief of Police or designee, and the employee will be removed from duty without delay.
6. Where a reasonable suspicion or post-accident alcohol test indicates an alcohol concentration of .02 percent or more but less than .04 percent, the employee shall not return to duty until at least 12 hours after such test.
7. The unauthorized use of alcoholic beverages on duty or in a way that impacts an employee's job duties may violate Granville Police Department disciplinary policy, workplace rules or statutes. Violation of any applicable policy or law may subject the covered employee to discipline up to and including termination, to be dealt with in accordance with any applicable collective bargaining agreement.

## **12.5 Violations**

The following conduct shall be considered a violation of this Policy:

- A. Taking a drug or alcohol test required by this Policy leading to a verified positive result. For purposes of this paragraph, a verified positive result includes an alcohol test indicating an alcohol concentration of .02 percent or more.
- B. Using alcohol while on duty, unless authorized by competent authority as part of an official undercover investigation.
- C. Using alcohol within eight hours after an accident requiring a post-accident alcohol test or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- D. Refusal to submit to a post-accident alcohol or drug test, a random drug test, a reasonable suspicion alcohol or drug test, a follow-up alcohol or drug test, or any other alcohol or drug test required by this policy.
- E. Failure to produce an adequate urine or breath sample when selected for testing, where such failure is not consistent with a legitimate medical excuse. The burden of establishing a legitimate medical excuse falls on the covered employee.
- F. Altering, adulterating, or tampering with a urine sample or breath sample used in a drug or alcohol test required by this Policy, or otherwise distorting the resulting of a required drug or alcohol test or attempting to do any of the following:
- G. Refusal to sign consents or releases in connection with drug or alcohol tests.
- H. Reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater, except for situations authorized in Section V(B).
- I. Reporting for duty or remaining on duty when the employee uses any of the drugs prohibited by this Policy, except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employee's ability to safely operate a Granville Village motor vehicle or weapon and does not adversely affect the employee's ability to carryout the duties of a law enforcement officer.
- J. Performing duty within 8 hours after using alcohol.

K. Failure to report immediately or in a timely fashion to a drug or alcohol test once notified to do so.

L. Leaving the scene of an accident without just cause, prior to submitting to a drug or alcohol test.

M. Failure to abide by any or all terms contained in a "last chance" agreement as outlined in Article VII of this policy.

## **12.6 Consequences**

A. Each employee who commits a violation of this Policy shall be immediately removed from duty. The employee will be allowed to use accumulated leave credits, but will not be allowed to use any sick bank.

B. Each employee who has committed a violation of this Policy shall be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

C. Employees who are not subject to termination shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or drug abuse.

D. Each such employee who is identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be referred to a treatment or rehabilitation program and shall be evaluated by a substance abuse professional to determine whether the employee has properly followed and completed such rehabilitation or treatment program.

E. No employee who has violated this Policy shall return to duty unless the employee has followed the recommendations of a substance abuse professional including completion of a treatment or rehabilitation program, as certified by such substance abuse professional, and has passed a return to duty drug test or alcohol test or both, as specified by the substance abuse professional.

F. Any employee who returns to duty after having satisfied the requirements of return to duty testing as found in Article II (B)(5) of this policy shall be subject to follow-up testing as provided in Article II (6) of this Policy.

## **12.7 Consequences of a Positive Drug Test**

A. An employee who has a positive drug test result pursuant to any drug test authorized by this policy must be immediately removed from full duty. The employee will be placed on administrative leave, and may use accumulated vacation and sick leave time. If the employee exhausts his or her accruals before return to duty testing is successfully completed, unpaid administrative leave will apply. Any employee who has a verified positive drug test result pursuant to any test authorized by this policy shall surrender his/her agency owned firearm(s) to the Chief or his designee. The member will not be allowed to return to full duty until the employee has been evaluated by a substance abuse professional. The employee must make an appointment to see a substance abuse professional at the EAP provider within five (5) calendar days of being informed by the MRO of a final positive drug test result. Thereafter, the substance abuse professional will make a determination as to whether the employee can be returned to full duty, after consulting with the Chief or his designee as to the employee's job duties. Depending on the extent of treatment determined necessary by the substance abuse professional and any referral agency, the employee may be placed on sick leave or may use any other accumulated personal leave time (such as vacation) while under treatment. B. The employee may be subjected to disciplinary action in accordance with the provisions of the New York State Civil Service Law or collective bargaining agreement, whichever is applicable, up to and including termination of employment provided, however, that an employee who

has tested positive may be afforded the option of entering into a written "last chance" agreement which shall contain the elements set forth in Article VII(C).

C. In addition, before any employee who has tested positive returns to duty, the employee must undergo and pass a return-to-duty drug test pursuant to Article II(B)(5) of this policy with a negative result. Should the employee fulfill all the initial requirements as outlined above and as determined by the EAP substance abuse professional, after consultation with the Chief the employee shall be allowed to return to full duty after executing a written "last chance" agreement which shall contain the following elements:

1. A brief review of the circumstances involving the positive test result, the administrative action taken, the fact that the employee sought, and has completed, an initial course of treatment and further agrees to continue participation in the professionally recommended treatment program(s);

2. The employee will agree to execute proper authorization forms to allow all treatment providers permission to communicate with the Chief or his designee regarding compliance with all recommended treatment programs;

3. The employee will agree, as a condition of continued employment, to submit to follow-up drug testing (at the employee's expense) as set forth in Article II(B)(6) of this policy;

4. In the event the employee should test positive for drugs or alcohol in violation of this policy at any time during this designated follow up period as set forth in Article II (B)(6), the employee shall be subject to automatic dismissal with no recourse to the contractual grievance procedure, the courts, or any other administrative appeals process, except where EAP recommended compliance, not involving a positive drug test result is alleged; or an issue involving a breach of chain of custody is alleged. Only in cases involving these two exceptions can the employee demand arbitration or hearing in accordance with the contractual grievance process found in the collective bargaining unit which covers the employee. In all other cases, the Chief shall be the sole and exclusive arbitrator, with final and binding authority, of any disputes that an employee may wish to bring regarding the employee's compliance or non-compliance with the terms and conditions of the "last chance" agreement. Any outside arbitrator, hearing officer or judge hearing a claim regarding any alleged breach of compliance issues defined above shall be bound by the fact that the employee shall have the burden of proof, by a preponderance of the evidence. No other collateral issues shall be considered or determined. The outside arbitrator hearing officer or judge's decision on the grievance can include dismissal of the employee or a finding of compliance or any other remedy fashioned by the arbitrator, hearing officer or judge.

5. If the employee elects to enter into a "last chance" agreement, as set forth above, then the Employer agrees that it will not seek any discipline against that employee for having tested positive and any disciplinary actions that may have been brought against the employee related to a positive test result shall be withdrawn by the Employer.

## **12.8 Employee Rights**

### **A. Testing and Waiting Time**

All time spent on testing, including reasonable travel time, is paid time under regular pay status, including overtime, if applicable. Employees will be paid while being tested for the time away from duty, or, if their duty assignment has ended, they will be paid up to the time they are released from the testing site.

### **B. Confidentiality**

The Village shall make every effort to assure confidentiality throughout the testing process and to protect the individual dignity and right to privacy of all employees. Personal data regarding the drug testing

results and rehabilitation program evaluations will be forwarded only to the Director of Employee Relations or designee, and are confidential. Any release of this information to persons other than to those representatives of the Village of Granville listed in Section IV(F)(5) or the employee's supervisor is prohibited without the written permission of the employee tested. The affected employee may request the results of any drug or alcohol test conducted upon them in writing, by requesting such from the Director of Employee Relations or designee. The Health Facility may also release test results to the Chief of Police or any other agency upon their request in conjunction with their investigation of an accident, crime, or internal investigation or to any other oversight agency where lawful authority is presented. These releases, where required, may be done without the employee's consent.

### **C. Employee Assistance Program**

The Employee Assistance Program (EAP) has been established to aid employees in coping with the myriad of personal problems with which they may be confronted, including drug abuse and alcohol misuse, which can affect their job performance. The Employee Assistance Program is always open to all employees and their families who voluntarily seek its assistance, except that the EAP may not be used to avoid the taking of a drug or alcohol test when an employee has been selected for testing under the Policy. An employee who has been selected to take a required drug or alcohol test may not avoid the obligation to take the test by past or future participation in the EAP. Voluntary participation in the EAP is confidential and will not adversely affect an employee's employment with the Village.

## **13 APPLICATION OF AGREEMENT**

### **13.1 Duration of Agreement**

**13.1.1** This agreement is effective June 1, 2011 through May 31, 2016. In the event that agreement on a new contract is not reached prior to the expiration of this agreement, this agreement shall continue in full force and effect until a new contract or agreement has been negotiated and executed. In the event of impasse with no successful agreement reached on or before June 1, 2016, all salary increases and fringe benefit changes shall be retroactive to June 1, 2016, and the present contract shall be considered in effect until such time as a successor agreement is signed.

### **13.2 Savings Clause**

**13.2.1** If any article or section of this agreement shall be held invalid by operation of law or by any authority having jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such authority, the remaining provisions of this agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### **13.3 Legislative Action**

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

### **13.4 Execution of Agreement**

The parties have caused this collective bargaining agreement to be signed by their respective representatives on June \_\_, 2012.

**Village of Granville**

**Granville Police Benevolent Association**

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**Bryan LaRose**  
Mayor

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**David K. Williams**  
President

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**Michael A. Richardson**  
Labor Relations Consultant