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

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Kent, Town Of And Kent Police  
Benevolent Assn

AGREEMENT

between

THE TOWN OF KENT

and

THE TOWN OF KENT  
POLICE BENEVOLENT ASSOCIATION, INC.

January 1, 1995 through December 31, 1998

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

APR 15 1996

CONCILIATION

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## PREAMBLE

THIS AGREEMENT made this 7th day of June, 1995, by and between the TOWN OF KENT, a municipality in the County of Putnam, State of New York, hereinafter referred to as the "Employer" or "Town" and the TOWN OF KENT POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "Association" represents the complete and final understanding by the parties on all bargainable issues between the Town and the Association.

## ARTICLE I

### GOVERNING LAW

The law governing this Agreement shall be the Public Employee's Fair Employment Act, and such provisions of the Civil Service Law and the local laws of the Town of Kent which are not inconsistent with said Act and the Civil Service Law.

## ARTICLE II

### RECOGNITION

A. The Town recognizes the Association as the sole and exclusive representative for members of the Town of Kent Police Department, excluding the Chief of Police.

B. The Association shall act as such representative or agent in all negotiations with the Town within the scope of this Agreement, and when requested to do so by the employee or employees in question, in all grievance proceedings.

C. The Association will represent the personnel herein and any additional personnel that shall be employed by the Town of Kent, as members of the Police Department of the Town of Kent.

D. The Town agrees that, in the event any new classification rates and job descriptions are established by the Town, the parties shall negotiate for such new classification rates with the Association, except that rates for the positions of Detective, Sergeant, and Lieutenant shall remain as fixed by this Agreement.

## ARTICLE III

### NO STRIKE CLAUSE

A. The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon the members of the Association to conduct, assist or to participate in such strike.

## ARTICLE IV

### SALARY

A. The annual salary of members shall be as set forth below,

effective on the dates indicated:

	07/01/95	01/01/96	01/01/97	01/01/98
Start	\$27,168.31	\$28,255.04	\$29,667.79	\$31,447.86
After 1 year	\$31,228.67	\$32,477.82	\$34,101.71	\$36,147.81
After 2 years	\$35,303.35	\$36,715.48	\$38,551.26	\$40,864.33
After 3 years	\$38,648.62	\$40,194.56	\$42,204.29	\$44,736.55
After 4 years (top pay)	\$43,123.91	\$44,848.87	\$47,091.31	\$49,916.79

Part-time Police Officers hourly rate of pay:

	07/01/95	01/01/96	01/01/97	01/01/98
Start	\$12.39	\$12.89	\$13.53	\$14.34
Over 5 years	\$13.06	\$13.58	\$14.26	\$15.12

Detective - receives 6% over top pay of a full-time police officer  
\$45,711.34      \$47,539.80      \$49,916.79      \$52,911.80

Sergeant - receives 15% over top pay of a full-time police officer  
\$49,592.50      \$51,576.20      \$54,155.01      \$57,404.31

Det. Sgt. - receives 20% over top pay of a full-time police officer  
\$51,748.69      \$53,818.64      \$56,509.57      \$59,900.15

Lieutenant - receives 25% over top pay of a full-time police officer  
\$53,904.89      \$56,061.09      \$58,864.14      \$62,395.99

B. The payroll period shall consist of twenty-six pay periods in each calendar year. The calendar year shall commence on January 1st and cease on December 31st.

#### ARTICLE V

##### HOURS OF WORK

A. The standard work week shall be no more than eight hours per day or forty hours per week and shall not exceed the total of two hundred forty-eight days per year for a minimum of one thousand nine hundred eighty-four hours. Detectives and other officers not assigned to rotating tours of duty shall be given chart days off to equalize the annual amount of work days as set forth in this agreement. A Detective scheduled to work one of the contractual holidays shall be granted that day off as a chart day provided his or her services are not needed that day.

B. There shall be a minimum of two police officers assigned to patrol the Town on each tour of duty.

#### ARTICLE VI

##### HOLIDAYS

A. During the term of this Agreement there shall be thirteen (13) paid holidays, which said holidays shall be paid at straight time and shall be paid in addition to the annual salary. Said extra pay shall be paid only if the officer has worked the scheduled day prior

to the paid holiday or the scheduled day after the paid holiday in accordance with the Department's duty roster. The paid holidays shall be:

- New Year's Day (January 1)
- Martin Luther King's Birthday (3rd Monday in January)
- Lincoln's Birthday (February 12)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (May 31)
- Independence Day (July 4)
- Easter Sunday
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day
- Christmas Eve Day (December 24)
- Christmas Day (December 25)

## ARTICLE VII

### PERSONAL DAYS

A. All members of the Department shall receive five (5) days credit for personal days annually. Said personal days may be used provided that said members give written notice of not less than one (1) week to the Chief of the Department or the superior officer in charge. Said personal days are to be used for personal business and are not cumulative and must be used by the close of business on December 31 of each year.

## ARTICLE VIII

### BEREAVEMENT

All officers shall receive bereavement leave of five (5) days duration for the death of a spouse, father, mother, mother-in-law, father-in-law, son, daughter, sister, brother, step son or daughter, grandparent (of employee only) and any person residing within the household considered to be family. If additional time is needed, vacation days may be applied to the leave time.

## ARTICLE IX

### VACATION

A. Officers of the Police Department, shall be allowed annual vacation leave as set forth below:

Police Officers hired prior to July 1, 1995:

1 to 4 years of service .....	12 work days
4 to 7 years of service .....	15 work days
7 to 9 years of service .....	20 work days
9 to 11 years of service .....	22 work days
11 to 12 years of service .....	26 work days
12 plus years of service .....	30 work days

Police Officers hired after July 1, 1995 (New Hirees):

0 to 1 year of service .....	5 work days
1 to 5 years of service .....	10 work days
5 to 10 years of service .....	15 work days
10 to 15 years of service .....	20 work days
15 plus years of service .....	25 work days

B. If, during the vacation period, an officer of the force becomes seriously ill or becomes hospitalized, his vacation time will cease and his sick time, if any is accumulated, shall be used in lieu of vacation time, providing that a medical office shall examine the officer after two (2) days of such illness and shall so certify the illness or hospitalization of the officer. In addition to this requirement, the officer's vacation time will then be reassigned at the discretion of the Chief of Police of the said Department or the superior officer in charge.

C. All vacation days must be used within the calendar year in which accumulated. All members of the bargaining unit will be required to submit their request for vacation by January 30 of each year. Once the vacation schedule is approved, it must be taken except if the Chief of Police, in his discretion, decides that vacation cannot be taken at the time requested. It is further agreed that the Chief of Police will schedule two (2) men for patrol duty during vacations. In the event that vacation days are unable to be used in said calendar year, the Town will pay cash in lieu of vacation time. The cash payment shall be paid by separate check on the twenty-fifth pay period in the calendar year. Vacation days shall not be affected by this provision.

D. Officers normal work schedules shall be maintained during vacation periods.

ARTICLE X

SICK LEAVE

A. Effective January 1, 1992, all officers shall be entitled to sick leave without loss of pay accumulated at the rate of 1.5 days per month for a total of eighteen (18) days per year. Sick leave may be accumulated up to one hundred eighty (180) days.

B. In December of each year members may elect to receive cash payment for sick leave earned in that year according to the following formula:

Eighteen days earned in that year, less any sick leave taken during that year, but in no event shall an employee be paid for more than twelve (12) sick leave days. The balance of sick leave for that year, if not taken as sick leave in that year and/or cash payment during that year shall be credited to the member's accumulated sick leave.

Elected sick time pay-out shall be paid by separate check in the twenty-fifth pay period.

C. Any officer scheduled for duty who reports unable to work due to illness shall be examined by the police surgeon immediately, if the

Chief of the Department so elects. Officers expressly agree to submit to such examinations. Any such illness with a duration of more than two (2) days shall require certification by the police surgeon - or any medical doctor - and only then shall the officer be entitled to the provisions of this Article. Current department policies with respect to the use and control of sick leave shall continue in effect.

## ARTICLE XI

### RETIREMENT

A. All members of the Association shall be eligible to participate in the New York Policemens' and Firemens' Retirement System in accordance with the non-contributory plan approved by the Town of Kent so long as permitted by State Law, this plan being 1/50 under Section 375(i). It is further agreed that all full time members of said Association shall be eligible to participate in the twenty-five year pension plan known as Section 384.

B. All members of the Association shall be eligible to participate in the pension plan known as Section 384-d - non-contributory twenty year retirement plan.

C. Upon full service retirement, or disability retirement, accumulated sick leave will be compensated as follows, based on the member's rate of pay on the member's effective date of retirement:

0 - 50 days	-	20% of all accumulated sick leave
51 - 100 days	-	22% of all accumulated sick leave
101 - 120 days	-	36% of all accumulated sick leave

## ARTICLE XII

### HOSPITALIZATION AND DISABILITY INSURANCE

A. Hospitalization benefits for full time officers shall be provided at no expense to the officer and shall consist of the New York State Government Health Insurance Programs. All part time employees NOT covered by another health insurance plan also be covered and paid at Town's expense by said Town plan. Part time officers hired after January 1, 1992 may participate in the health insurance plan of the Town, such member if they so elect shall pay 100% of the premiums of such health insurance.

B. The Town may change hospitalization carrier, provided such new carrier provides benefits at least equal to the present carrier. The Town shall notify the Association within a reasonable time of such anticipated switch in carrier to give the Association reasonable time to compare benefits provided.

C. The Town shall provide full-time officers with disability insurance coverage to cover both employment-related and non-employment-related disability. Each full-time officer shall contribute sixty cents (\$.60) per week, by payroll deduction, toward the cost of said disability insurance.



ARTICLE XII

DEATH BENEFIT

All members of the Department shall be granted protection under Section 208-b of the General Municipal Law.

ARTICLE XIV

VISITATION

A. The Town recognizes the right of the officers 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 Agreement and to visit officers during work hours. However, such visitation shall not interfere with or prohibit the discharge of said officer's duties. Such Association representative shall also be permitted to appear at public hearings or boards of inquiry upon the request of the officer.

B. The officers of the Association shall have the right to visit the Town's facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

C. Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the 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 Town and the officers, and the uninterrupted operation of government. However, such fulfillment of said obligations shall not interfere with or prohibit the discharge of duties of said officers.

D. Members of the Association who are designated to represent the officers shall have the right to attend meetings and conventions of the police conferences to which the Association belongs, in pursuance of their obligation as officers or delegates of the bargaining unit herein, without loss of pay or time. The Association President and/or the President's designee shall be permitted up to eight (8) work days per year to conduct such Association business. However, said Association shall not designate more than two (2) members to attend said conference at any one time.

ARTICLE XV

GENERAL

A. All other benefits currently being enjoyed by the members, whether by statute, law, ordinance or resolution, shall continue to be in effect provided such benefit does not duplicate a similar benefit hereunder.

B. If a member is injured in the line of duty, he shall be granted leave with full pay and shall be required to return to the Town of Kent any compensation received from Workmen's Compensation, except any designated death benefits. Such disability shall be reviewed semi-annually or when deemed necessary by the Town doctor. Further, any sums obtained by outside employment are to be deducted

from the disability payments allowed. This section shall be effective from the date of injury referred to herein until the employee returns to duty or receives disability retirement.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate member of the Department.

C. The term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Association shall institute action in writing under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved officer and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance. The written grievance shall contain the relevant facts, the applicable section(s) of the contract violated and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Two: If the Association wishes to appeal the decision of the Police Chief, such appeal shall be presented in writing to the Town Board within fifteen (15) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Town Board shall respond in writing to the grievance within thirty (30) days of the submission.

Step Three: If the grievance is not settled through Step One or Two, either party shall have the right within thirty (30) days to submit the dispute to arbitration pursuant to the rules and regulations of the American Arbitration Association. The costs for the services of the arbitrator shall be borne equally by the Town and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this

Agreement and the Constitution and laws of the State of New York, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding.

F. Upon prior notice to and authorization of the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with officers and the Town on specific grievances in accordance with the grievance procedure set forth herein during work hours of officers, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Town of Kent or require the recall of off-duty officers.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. If a grievance is denied within any step - such denial shall be in writing.

## ARTICLE XVII

### SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If both parties agree, a portion that was declared invalid, they may renegotiate that portion.

## ARTICLE XVIII

### CLOTHING ALLOWANCE

A. Effective January 1, 1987 clothing allowance for full-time officers shall be \$162.50 per quarter (\$650 annually), part-time officers shall receive \$87.50 per quarter (\$350 annually).

B. When a police officer has not reported for duty for a period of ninety days, his or her quarterly uniform allowance will not be paid.

C. Any damage to clothing and/or equipment while acting in the line of duty will be reimbursed by the Town of Kent.

## ARTICLE XIX

### LONGEVITY PAY

A. To receive longevity pay the employee must have continuous uninterrupted service with the Town of Kent. Suspension or disability leave shall be considered as continuous and uninterrupted service for the purpose of this Article.

B. Longevity Pay shall be calculated as follows:

For police officers hired before July 1, 1995:

Longevity pay shall be paid in addition to each full-time police officer's salary at the rate of \$400 per year after five (5) years of service and then an added \$100 per year for each year of service thereafter. Longevity pay shall be paid in a lump sum on the anniversary date of employment.

For police officers hired after July 1, 1995:

Payment shall be made on the anniversary date of the years of service specified, with no payment due in the intermediate years.

Five years of service .....	\$ 500.00
Eight years of service .....	\$ 800.00
Eleven years of service .....	\$ 900.00
Fourteen years of service .....	\$1100.00
Seventeen years of service .....	\$1400.00
Twenty years of service .....	\$1700.00

## ARTICLE XX

### WELFARE FUND

A. Effective January 1, 1991, the Town shall contribute to the Welfare Fund at the following rates:

- 1 - \$60 per month per full time officer with eligible dependents
- 2 - \$33 per month per full time officer without eligible dependents

B. The Town shall forward said contribution, on a monthly basis, to the Town of Kent Police Benevolent Association based on the eligibility of the preceeding month. Any adjustments in billing shall be made the following month.

C. The Town may request from the Town of Kent Police Benevolent Association an accounting of the monies contributed by the Town.

D. Effective January 1, 1997, the welfare fund contribution by the Town of Kent shall be increased by \$3.00 per month for each police officer.

## ARTICLE XXI

### OVERTIME AND COURT TIME

A. All full-time officers including detectives covered by this Agreement shall receive time and one-half for overtime in accordance with the rules and regulations of the Town of Kent Police Department.

B. Full-time officers including detectives will be entitled to a minimum of two (2) hours at the overtime rate for court appearances on off-duty time.

## ARTICLE XXII

### TUITION REIMBURSEMENT

A. Effective January 1, 1990, full-time members shall be entitled to reimbursement of the cost of tuition for college credits earned. Such reimbursement shall only be made for courses in the Police Science curriculum and for those courses related to the curriculum in which the police officer is assigned to special duties.

B. Reimbursement shall be due the member on the submission to the Town of proof that the member has attained a passing grade.

## ARTICLE XXIII

### RESIDENCY REQUIREMENT

All officers of the Police Department shall be required to maintain residence within a fifteen (15) mile radius of Police Headquarters or within the confines of all Putnam County; said residence being within New York State.

## ARTICLE XXIV

### LIABILITY

Officers shall be indemnified by the Town against suits that arise against the officer as a result of acts performed by said officer in the discharge of their duty as Police Officers.

## ARTICLE XXV

### POLICE CARS

The Town Board shall be notified by the Chief when a police car reaches 50,000 miles. A review board consisting of two (2) members of the Association, the Chief, and two (2) Town Board members, shall discuss said car and decide whether or not said car should be continued in use beyond 60,000 miles for patrol use.

ARTICLE XX'

POLICE FUNERALS

When a police officer, not a member of the Kent Police Department, is killed in the line of duty, and said officer's funeral is held within a 115 mile radius of the Town of Kent, two (2) representatives of the Kent Police Department shall be allowed to attend said funeral in uniform and shall be allowed, subject to availability as determined by the Chief to take a Kent police vehicle to said funeral. Said Kent police officer shall be a "non-scheduling duty officer" while attending said funeral.

ARTICLE XXVII

NOTICE PURSUANT TO SECTION 204-A  
OF THE CIVIL SERVICE LAW OF THE STATE OF NEW YORK

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVIII

MANAGEMENT RIGHTS

- A.
1. With respect to the terms and conditions of employment, the Town of Kent hereby retains and reserves unto itself the right to make rules of procedure and conduct and to determine work schedules and shifts.
  2. The right of management to make such reasonable rules and regulations with respect to the terms and conditions of employment as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
  3. The Town reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of New York and the United States.

ARTICLE XXIX

USE OF TOWN CARS

It is agreed to by the Town of Kent that if, during the term of the 1991-1994 contract, or during any extension of such contract as provided by law, that any member of the bargaining unit who has been assigned a Town car for commutation purposes shall continue to be assigned a Town car. Members of the bargaining unit who are assigned such Town car shall not regularly use said Town car for personal business.

ARTICLE XXX

CONTINUED EMPLOYMENT

The parties, the Town and the Town of Kent Police Benevolent Association, Inc., agree that for the period January 1, 1992 to December 31, 1993 members of the bargaining unit who, as of January 1, 1992, were employed by the Town as Police Officers shall continue to be employed as Police Officers by the Town.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates a complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.


ARTICLE XXX

TERM AND RENEWAL

This Agreement shall become effective January 1, 1995, and shall terminate on December 31, 1998, without any reopening date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Town of Kent, New York, on this 7th day of June, 1995.

FOR THE TOWN OF KENT

  
-----  
Joseph L. Belvedere, Supervisor

*10/23/95*  
-----  
Date

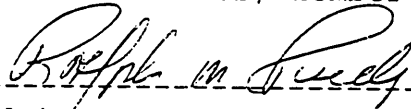
FOR THE TOWN OF KENT P.B.A.

-----  
Gerald Locascio, President

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Date

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Kevin Douchkoff, Member PBA Negotiating Team

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Date

  
-----  
Ralph M. Purdy, President  
New York State Federation of Police, Inc.

*9/23/95*  
-----  
Date