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Hyde Park, Town Of And Town Of  
Hyde Park Police Benev Assn

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37590

TO  
POL

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF HYDE PARK**

**AND**

**TOWN OF HYDE PARK  
POLICE BENEVOLENT ASSOCIATION**

**January 1, 1997 to December 31, 1998.**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**OCT 27 1997**

**CONCILIATION**

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## TABLE OF CONTENTS

	<u>Page</u>
<b>Preamble</b> .....	1
<b>ARTICLE I - Institutional Security</b> .....	1
I. Intent of the Parties.....	1
II. Recognition and Certification.....	1
III. Association Rights.....	1
IV. Release Time for Association Business.....	1
V. Association No-Strike Obligation.....	2
VI. Savings Clause.....	2
VII. Bulletin Boards.....	2
<b>ARTICLE II - Equal Opportunity Affirmative Action</b> .....	2
I. Non-Discrimination.....	2
II. Employee Rights.....	2
<b>ARTICLE III - Terms and Conditions of Employment for Full Time Employees of the Police Department</b> .....	5
I. Leaves.....	5
II. Direct Compensation for Full Time Employees.....	7
III. Indirect Compensation for Full Time Employees.....	8
IV. Retirement.....	9
<b>ARTICLE IV - Direct Compensation for Part Time Employees</b> .....	9
I. Salaries.....	9
II. Holidays.....	9
III. Clothing Allowance.....	10
<b>ARTICLE V - Administrative Regulations and Procedures</b> .....	10
I. Modification or Revision.....	10
<b>ARTICLE VI - Grievance Procedure</b> .....	10
I. Grievance Defined.....	10
i. Steps.....	11
<b>ARTICLE VII - Civil Service Continuity, Lateral Transfers</b> .....	12
<b>ARTICLE VIII - General Municipal Law 207-c</b> .....	12
I. Requirements.....	12
<b>ARTICLE IX - Out of Classification Work</b> .....	12
<b>ARTICLE X - Indemnification/False Arrest Claims</b> .....	13
<b>ARTICLE XI - Longevity</b> .....	13
I. Schedule.....	13
<b>ARTICLE XII - Joint Safety Committee</b> .....	14
<b>ARTICLE XIII - Training</b> .....	14
<b>ARTICLE XIV - Overtime</b> .....	14
<b>ARTICLE XV - Court Time</b> .....	15
<b>ARTICLE XVI - Call Back</b> .....	15
<b>ARTICLE XVII - Work Schedule</b> .....	15
<b>ARTICLE XVIII - Comparable Benefits (Half Days)</b> .....	16

<b>ARTICLE XIX - Duration of Agreement.....</b>	<b>16</b>
<b>ARTICLE XX - Labor Management.....</b>	<b>17</b>
<b>Appendix "A".....</b>	<b>18</b>
<b>Request to Decline and Waive Health Insurance Coverage.....</b>	<b>19</b>
<b>Request to Resume Health Insurance Coverage.....</b>	<b>21</b>

**THIS AGREEMENT** made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 1997, by and between the TOWN OF HYDE PARK, a municipal corporation, having its principal offices at Town Hall, Route 9, Hyde Park, New York, hereinafter referred to as the TOWN", and the TOWN OF HYDE PARK POLICE BENEVOLENT ASSOCIATION, having its offices at P. O. Box 772, Hyde Park, New York, hereinafter referred to as the "ASSOCIATION".

## ARTICLE I - INSTITUTIONAL SECURITY

### I. Intent of the Parties

a. It is the intent and purpose of the parties hereto, by entering into this Agreement to promote and improve harmonious and cooperative relationships between the Town of Hyde Park and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government and to comply with the statutory requirements as set forth in the Public Employees Fair Employment Act (Chapter 392, Laws of 1967, commonly referred to as the "Taylor Act").

### II. Recognition and Certification

a. The Town and Association agree that the Town recognizes and certifies that the Association is the employee organization for all police officers (full and part time) who are members of the Town of Hyde Park Police Department, excluding the permanent Chief of Police, who is appointed as such by the Town Board, pursuant to statute.

### III. Association Rights

a. The Association is hereby extended the following rights:

1. To represent all employees (full and part time) of said Police Department in negotiations and in settlements of grievances;

2. To appropriate and remit union dues upon presentation of dues deduction authorization cards, signed by individual employees of the Police Department.

### IV. Release Time for Association Business

a. All terms and conditions governing release time for Association business shall allow one (1) officer of the Association paid leave for absence from the schedule of work for Association business on a unit-wide basis.

V. Association No-Strike Obligation

a. The Association does hereby affirm that it does not assert the right to strike or to impose an obligation to conduct, assist or participate in such a strike.

VI Savings Clause

a. Should any part hereof, or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of any part or portion of this Agreement shall not invalidate the remaining parts or portions thereof, it being understood the remaining parts or portions shall remain in full force and effect. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

VII. Bulletin Boards

a. The Association shall have the right to post notices and other communications related to Association members or business on bulletin boards maintained on the premises and facilities of the Town.

**ARTICLE II - EQUAL OPPORTUNITY AFFIRMATIVE ACTION**

I. Non-Discrimination

a. The Town shall not discriminate against any employee by reason of age, sex, nationality, race, creed or marital status.

II. Employee Rights

a. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality.

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

c. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers, Boards, Commissions or

individuals designated by the Town. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police, ordinarily at Police Headquarters or a location having a reasonable relationship to the alleged incident.

3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

5. All members of the Department shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their constitutional, legal or contractual rights.

6. The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with disciplinary action unless he/she refuses to answer proper questions as defined in Section 5. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the discipline the Department intends to impose, nor from advising the member that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charges.

7. The individual consent to disciplinary action shall not be binding in less than 24 hours after he/she is advised of the nature of such disciplinary action or its alternatives, except in circumstances where there is danger to the public. This will not preclude the Chief's authority to suspend in accordance with Civil Service Law.

8. Upon advisement of charges being preferred, the complete interrogation of the member of the Department shall be recorded mechanically, electronically or by a Department stenographer. There will be no off-the-record questions, except by mutual consent of both parties.

9. All recesses called during the questioning shall be recorded.

10. If a member of the Department is under arrest or is likely to be, or, if he/she is the suspect in or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court.

11. Upon advisement of charges being preferred in non-criminal cases where infractions are nevertheless of a serious character, the individual shall have reasonable time to counsel with his/her legal counsel and/or Association representatives if he/she so requests, before being questioned. In no event, however, shall such questioning be postponed or delayed by the individual past 10:00 a.m. of the day following the notification of interrogation by reason of the individual's failure to consult with his/her legal counsel and/or Association representative. This clause is not to be interpreted in such a manner as to prevent questioning of individuals by superiors with respect to their conduct in the normal course of business. No representative provided by the Association shall act in such capacity while on duty.

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

13. Any disciplinary action taken against a member of the bargaining unit by the Department shall be subject to review in accordance with applicable statutes and Departmental rules and regulations.

14. No complaints or reports shall be entered in a member's file unless he/she is supplied with a copy of it or some action has been taken against such member in accordance with the provisions of Section 2 and its sub-parts.

15. Complaints or reports of a non-serious nature shall be removed from the member's file one (1) year after its entry in the file, provided no charges or disciplinary action concerning such complaint or report is actively proceeding.

16. If a hearing is held on any complaint or report against a member, and if the charges are dismissed as a result of such hearing, the documents concerning such complaint or report shall be removed from the member's file.

17. If, as a result of Departmental action, a member should receive official documented warnings, admonishments or other disciplinary action that may be detrimental to the member, that member shall be afforded the opportunity of responding in writing to such charges and such responses shall be made part of the member's file. A member's right to appeal to a higher authority shall not be impaired. The member shall be entitled to representation by the Association, subject to the provisions of the Association By-Laws or Counsel of his/her choice in pursuit of any such appeal.

## **ARTICLE III - TERMS AND CONDITIONS OF EMPLOYMENT FOR FULL TIME EMPLOYEES OF THE POLICE DEPARTMENT**

### **I. Leaves**

a. Personal Leave with pay is permitted for full time employees at the rate of five (5) days per year. Personal days may not be accumulated from year to year. Approval for personal time must be received by the Department Head in advance of requested day.

b. Sick Leave: Full time-hourly and full time-salaried employees are entitled to one (1) sick day per month. Sick time can be accumulated up to one hundred and twenty (120) days when documented with the Supervisor's Secretary. Paid sick time will be based upon the salary schedule in existence at the time of termination.

Employees who must be absent for a period of three (3) days or more, may be requested, at the discretion of the Supervisor, to bring in a doctor's verification as to their illness, in order to receive sick day benefits.

1. Sick leave shall accrue while the employee is on sick leave.

2. Sick leave shall accrue during vacation leave, including vacations which are taken immediately subsequent to sick leave.

c. Vacations: Paid vacation is provided to those who are employed by the Town as full time-salaried or full time-hourly employees. Employees shall be granted two (2) weeks vacation with pay, provided that such officer or employee has at least one year's continuous service of employment with the Town; one (1) week may be granted after six (6) months of service; three (3) weeks after five (5) years of service; and four (4) weeks after ten (10) years of service. Vacation scheduling will be arranged with the Department Head and/or Town Supervisor.

1. Accrual During Sick Leave: Vacation leave shall accrue while the employee is on sick leave.

2. Accrual Vacation Death Benefit: Each employee's estate shall be paid for all accumulated and unused vacation time for that year upon the employee's death. All payments shall be base on the salary schedule in existence at the time of death.

3. Vacation cannot be accumulated. Current year earned and unused vacation time will be payable upon termination of employment. This will be based upon the salary schedule in existence at the time of termination.

d. Holidays: All full time police officers shall be entitled to twelve (12) Holidays (one of which shall be the Day After Thanksgiving), as set forth herein.

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day

In the event a full time police officer works on a Holiday as set forth above, they shall be paid at the rate of double time and one-half (2.5X) for all hours worked. The full time police officer shall have the option to be paid in cash for all hours worked, or at his/her sole discretion, receive time and one-half (1.5X) in cash and eight (8) hours in Holiday/compensatory time, to be used at a time mutual agreeable to the Chief of Police or designee and the officer.

The parties agree that the Holiday shall be celebrated and compensated on the actual day.

e. Funeral Leave with pay is permitted for all full time-hourly or salaried employees at the rate of five (5) working days for a death in his/her immediate family. The immediate family is defined as the employee's spouse, children, mother, father, brothers, sisters, grandparents, mother-in-law, father-in-law, sister-in-law and brother-in-law.

**ALL LEAVES FOR SICKNESS, VACATION, FUNERAL, PERSONAL OR MILITARY MUST BE RECORDED WITH THE SECRETARY TO THE SUPERVISOR FOR PURPOSES OF VALIDATION AND ACCUMULATION OF BENEFITS.**

II. Direct Compensation for Full Time Employees

	1/1/97	1/1/98
Starting	\$28,405*	\$29,399
	13.66/hr**	14.13/hr
After 1 yr	\$32,137	\$33,255
	15.45/hr	15.99/hr
After 2 yrs	\$34,034	\$35,225
	16.36/hr	16.94/hr
After 3 yrs	\$35,931	\$37,189
	17.28/hr	17.88/hr
After 4 yrs	\$37,828	\$39,152
	18.18/hr	18.82/hr
After 5 yrs	\$39,727	\$41,117
	19.10/hr	19.77/hr

\* Salary for informational purposes only.

\*\* Hourly rate is exact rate to be paid.

Sergeant(s) shall be paid 7.5% above Years of Service

Lieutenant(s) shall be paid 12.5% above Years of Service

Shift Differential - Full time police officers working the 3:00 p.m. to 11:00 p.m. shift shall receive a 5% shift differential in pay. Full time police officers working the 11:00 p.m. to 7:00 a.m. shift shall receive a 10% shift differential pay.

b. Clothing Allowance: Each uniformed member of the Police Department shall receive credit, as a clothing allowance, as set forth below:

1997	-	\$500.00 maximum
1998	-	\$500.00 maximum

1. Upon promotion, an officer will be granted \$150.00 additional sum of one time credit;

2. Each new uniformed full time member of the Department shall receive credit up to the sum of \$500.00 for the first year of service upon hiring;

3. The clothing allowance will be payable to the vendor upon presentation of receipt and voucher;

4. The Town shall provide uniform replacement (if damaged) while on official duty, up to \$50.00 for each incident, said uniform replacement shall also include any personal items that may have been damaged, i.e., watches, glasses, etc.

### III. Indirect Compensation for Full Time Employees

a. The Town agrees to pay 100% of the premium or cost for all full time police officers and dependents for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan, or in the event an employee elects either one (1) of the Health Maintenance Organizations (HMO's) known as Healthshield Comp 10 with 80% RX and student coverage or Mohawk Valley Physician's Health Plan Co-plan 10 plus RX and student coverage riders.

1. Health Insurance shall commence on the first (1st) day of the month following the first (1st) day of employment through the plan selected by the officer.

2. An employee may opt to decline and waive health insurance provided by the Town, only when the employee has other health insurance and in accordance with terms as set forth in Appendix "A" hereto and made a part hereof this agreement. An employee who declines and waives health insurance coverage as provided in Appendix "A", shall receive fifty percent (50%) of the premium cost in effect, payable in equal installments in the first payroll at the end of each calendar quarter. The Town agrees to pro-rate all premiums to be paid, based upon the period of time the employee declines and waives health insurance coverage. The affected employee(s), in the event they wish to resume health insurance coverage by the Town, shall comply with the requirements as set forth in Appendix "A".

b. Life Insurance: The Town will investigate the possibility of providing Life Insurance for all (full time and part time) police officers of the Town of Hyde Park Police Department as requested, at \$20,000.00 of Life Insurance and \$12,000.00 of Accidental Death and Dismemberment Insurance, payable to a beneficiary named by the respective insured employee.

c. Dental Insurance: The Town shall pay to the Association for dental premiums, in the first (1st) payroll period of each calendar month, thirty (\$30.00) dollars for each full time police officer, or pro-rated amount in the event of hire any time during the calendar month.

d. Optical Plan: Shall be provided to the members of the Police Department (full time) at no cost to said members, said optical plan will be the same as the C.S.E.A. employees.

e. Employee Assistance Program: This program is available to any employee through their Department Head or Secretary to the Supervisor.

f. Tuition Assistance: Tuition assistance for job-related courses may be provided under certain circumstances with the recommendation of the Department Head and the approval of the Town Board. Such assistance, if agreed to, will be given if a satisfactory grade average is earned.

g. Required Instruction: The Town authorizes the Chief of Police, at his discretion, to require instruction or training in areas related to the Police Officer's duties and responsibilities as a member of the Town of Hyde Police Department.

#### IV. Retirement

a. Retirement Plan: The Town hereby agrees to a twenty(20) year retirement plan; the Town to pay 100% of the total cost thereof in accordance with Section 384d of the Retirement and Social Security Laws, or, at the employee's option, Section 375i of the Retirement and Social Security Laws.

b. Computational Procedures: The Town agrees that all full time employees covered by this agreement shall be entitled to utilize their final year average for the purpose of computing retirement pay; the Town represents that it has taken all steps required to effectuate such plan in accordance with Section 302, subdivision 9(d) of the Retirement and Social Security laws.

c. Accrued Vacation and Personal Leave Time: A full time employee(s), upon retirement, shall be paid for all accumulated, unused vacation and personal leave time earned in the course of the final year of employment. Payment shall be on the basis of the salary schedule prevailing at the time of retirement.

### ARTICLE IV - DIRECT COMPENSATION FOR PART TIME EMPLOYEES

#### I. Salaries

Effective with the dates set forth herein, the hourly rate for part time employees is as follows:

Step	Years of Service	1/1/97	1/1/98
1	Start through 4 yrs	\$13.00	\$13.75
2	Start 5 through 9 yrs	\$13.50	\$14.25
3	Start 10 through 14 yrs	\$14.00	\$14.75
4	Start 15 years and above	\$14.50	\$15.25

All part time police officers shall move through the Steps based upon date of hire so as to reflect their respective service time.

#### II. Holidays

a. Qualifying Days: Part time police officers of the Department who shall be required to be on active duty for any authorized reason on any of the following holidays, shall be entitled to receive pay, at time and one half.

b. All part time police officers shall be paid at the rate of time and one -half (1.5x) their hourly rate for all hours worked on the Holidays set forth herein.

c. The parties agree that the Holiday shall be celebrated and paid on the actual day.

1. Holidays established are: New Year's Day; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving and Christmas Day.

### III. Clothing Allowance

a. Each uniformed part time employee of the Police Department shall receive credit, as a clothing allowance, as set forth below:

1997	-	\$325.00 maximum
1998	-	\$325.00 maximum

The clothing allowance will be payable to the vendor upon presentation of receipt and voucher.

## ARTICLE V - ADMINISTRATIVE REGULATIONS AND PROCEDURES

I. Modification or Revision: It is understood and agreed that no agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein, shall be made by any employee or group of employees of the Police Department with the Town; and in no case, shall it be binding upon the parties hereto unless made and executed, in writing, between the parties hereto.

## ARTICLE VI - GRIEVANCE PROCEDURE

I. Grievance Defined:

a. A grievance shall be a claim by any member of the unit that a specific term of this agreement has been violated, misinterpreted or misapplied.

b. Grievances shall be in writing and shall state the name of the grievant(s), the section of the contract which is claimed to have been violated and the redress/remedy sought.

c. Grievances must be initiated in writing within thirty (30) days of the act complained of, or within thirty (30) days of the date within which the grievant should reasonably have had knowledge of the complained-of act.

d. Nothing contained herein shall be construed to restrict informal resolution of any grievance. No informal resolution to which the Association is not a party shall constitute a precedent for either party.

e. The parties agree to provide each other with available information necessary to the processing of any grievance.

f. Any unit member bringing a grievance may be represented pro se, by the Association, or by a representative of the Association. No grievance, however, may be presented to arbitration except by the Association or a duly designated representative.

g. Any grievance not appealed from one step to the next within contractual time limits, shall be deemed to have lapsed and shall not proceed further. Failure of the Town to answer at any step shall allow the Association to proceed to the next step at the expiration of five (5) days after the appropriate step response time.

h. The union and grievant shall be entitled to attend all steps of this procedure. The President of the Association, or his/her designee, shall be released from his/her regular duties without loss of pay for the time reasonably necessary to adjust grievances or participate in grievance hearings.

i. Steps of Grievance Procedure:

Step One: Any unit member having a grievance will discuss it informally with the Chief of Police either personally or by a representative, with the object of resolving the matter informally. If the grievance is not resolved, it shall be submitted for formal response. The Chief shall have five (5) days to respond in writing.

Step Two: If the Chief's response is not satisfactory, the grievant shall have five (5) days to submit the matter to the Town Supervisor. The Supervisor shall schedule a meeting to review the grievance within five (5) days of the submission and shall render a decision within five (5) days thereafter.

Step Three: If the Association is not satisfied with the Town Supervisor's decision, it shall file a demand for arbitration within twenty (20) days of the Supervisor's response. No matter may be submitted to arbitration except by the Association. Demands for arbitration shall be filed with the American Arbitration Association and all arbitrations shall be conducted under the Voluntary Labor Arbitration Rules of that Association.

j. The Arbitrator shall not have the power to alter, amend or change any provision of this agreement. The decision of the Arbitrator shall be final and binding. The fees and expenses of the Arbitrator shall be equally divided between the parties.

## **ARTICLE VII- CIVIL SERVICE CONTINUITY, LATERAL TRANSFERS**

I. Employees transferred in, in accordance with Section 153 of the Town Law, shall be placed on salary schedule and all benefit entitlement for all services as a Civil Service Police Officer.

## **ARTICLE VIII - GENERAL MUNICIPAL LAW 207C**

I. The requirements of Section 207C of the General Municipal Law shall be adhered to.

Employees (full and part time) who are injured and/or who become sick while on duty in the course of their employment, shall be compensated in the following manner (For the purpose of applying the statute to part-time employees, "Regular Salary or Wages" shall be based upon the average number of hours worked by the employee during the year immediately preceding the injury sustained in the line of duty.)

a. Employee to receive full salary absent any accruals of benefit time (unless otherwise stated in said contract);

b. No time (sick, personal, vacation, etc.) to be deducted from employee's accrued benefits;

c. Appropriate notification and documentation to be remitted to the Chief of Police and/or his designee concerning incident, within a reasonable amount of time;

d. Doctor's certification/notification is required by the Town concerning incident and/or sickness;

e. Prior to returning to work, a doctor's certification is needed stating said employee(s) are able to return to his/her job, listing any limitations, if any.

## **ARTICLE IX - OUT OF CLASSIFICATION WORK**

I. Employees assigned to perform on an emergency and/or temporary basis the duties of a higher classification, at a higher rate of pay, shall receive said higher rate of pay while performing said work, after working twenty (20) cumulative working days of assignment annually, from the date of the first assignment. Employees assigned to a lower classification, at a lower rate of pay, shall receive their normal rate of pay.

## ARTICLE X - INDEMNIFICATION/FALSE ARREST CLAIMS

I. The Employer shall provide and pay for, legal counsel for the defense of any employee against whom a civil or criminal complaint is filed for alleged arrest or abuse of power in the performance of job related duties.

The Employer shall save harmless and indemnify any employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his/her duties, either on or off duty, and within the general scope of his employment, and that such damages did not result from willful and wrongful acts or gross negligence of such employee. Such employee must, however, within five (5) calendar days from the date he/she is served with any summons, process, notice, demand or pleading, deliver such documents or certified copies thereof, to the Chief of Police and/or his designee. It is understood that, upon receipt of such documents by the Employer, all matters pertaining to the representation of such employee shall be assumed by the attorney for the Town.

## ARTICLE XI - LONGEVITY

I. Longevity increments shall be added to all full time member's salaries in accordance with the following schedule (increments shall be cumulative each year).

	<u>1/1/97</u>
- Starting with the 10th year and every year thereafter, up to and including the 14th year	\$250/annum
- Starting with the 15th year and every year thereafter, up to and including the 19th year	\$450/annum
- Starting with the 20th year and every year thereafter	\$800/annum
	<u>1/1/98</u>
- Starting with the 8th year and every year thereafter, up to and including the 11th year	\$300/annum
- Starting with the 12th year and every year thereafter, up to and including the 19th year	\$500/annum
- Starting with the 20th year and every year thereafter	\$800/annum

## **ARTICLE XII - JOINT SAFETY COMMITTEE**

I. The Employer and the Association agree jointly to establish a safety committee consisting of an equal number of Employer and Association representatives, (number to be optional with the needs of the Department and the Town). This committee will advise management of all department safety activities. The Joint Safety Committee shall recommend action it deems necessary.

## **ARTICLE XIII - TRAINING**

I. Subject to the limitations of the Town allocations in its annual budget, professional training and improvement courses shall be made available.

The Town shall post on bulletin boards, located at Police Headquarters, announcements it receives or courses to be participated in by the Department which are either compulsory for a segment of the staff, are prerequisites to promotion or improvement assignment or may be optional for the purpose of improving the professional standing of the officer of the Department. All eligible staff members shall have an opportunity to request attendance for the prerequisite, special and optional courses.

Upon approval in advance of the Chief of Police or his designee, and Town Board authorization, a Police Officer may attend an optional educational course related to the furtherance of his/her proficiency as a police officer.

Upon said approval and successful completion thereof, approved expenses advanced by the participating officer, shall be made by the Town when paid receipts are presented.

## **ARTICLE XIV - OVERTIME**

I. All overtime worked by officers full and part time, shall be computed at time and one half (1 1/2X) the normal rate of pay.

Any hours worked in excess of eight (8) hours in one day or after working forty (40) hours in one week, shall be paid as overtime. Overtime, when necessary, shall not be optional with said employee(s), but mandated by the need(s) of the Department for, and by the Town.

Overtime may be paid in cash or taken in compensatory time, at the sole discretion of the employee concerned. All employees shall be entitled to accumulate up to 120 hours per year. An employee who has accumulated the maximum number of hours as set forth herein, in any given year, shall be paid in cash until such time as the

employee reduced the maximum accumulation. The employee reserves the right to reduce the re-accumulated compensatory time, so long as the maximum accumulation does not exceed 120 hours during any year. However, no employee shall be permitted to carry over from year to year, more than a maximum of 60 hours. All compensatory time accumulated over and above 60 hours, shall be paid by the Town in the last pay period in December of each year at the rate of pay in effect at that time. The employee who has accumulated 60 or less hours of compensatory time and elects not to carry over all or any part of their accumulation, may elect at their sole discretion, to be paid for those hours as set forth herein.

All compensatory time off shall be taken at a mutually agreed upon time between the affected employee and Chief of Police or designee.

All compensatory time shall be paid in cash, up to the maximum of 120 hours in the event of separation from employment.

#### **ARTICLE XV - COURT TIME**

I. Court time shall be as per scheduled by the Department.

#### **ARTICLE XVI - CALL BACK**

I. An employee who is recalled to work unscheduled overtime after having completed his scheduled work period, shall be guaranteed a minimum of two (2) hours overtime compensation.

#### **ARTICLE XVII - WORK SCHEDULE**

The work schedule for full time employees shall consist of four (4) days on and two (2) consecutive days off, four (4) days on and one (1) consecutive day off, three (3) days on and three (3) consecutive days off.

It is agreed and understood by and between the parties that when a full time employee is scheduled for less than forty (40) hours in a workweek, based upon the work schedule set forth herein, they shall be paid for forty (40) hours.

In the event of an opening of a tour of duty, all employees shall be entitled to bid that tour of duty according to seniority prior to the assignment of a new employee.

There shall be three (3) tours of duty, as follows:

"A" line	-	10:45 p.m. to 7:15 a.m.
"B" line	-	6:45 a.m. to 3:15 p.m.
"C" line	-	2:45 p.m. to 11:15 p.m.

All full time unit members may be assigned to four (4) training hours or any portion thereof, during any calendar year. All unit members shall receive a minimum notice requirement of at least seven (7) calendar days of the assigned training day(s). No unit member shall be required to attend any training day(s) without the minimum notice requirement and acknowledgment of receipt of the notice. However, the unit member(s) may agree to attend the training day(s) without the minimum notice requirement and acknowledgment.

In the event the Chief of Police does not assign any training day(s) to unit members during any calendar year, they shall not be required to make any training day(s) up during the following year(s).

The Association agrees that the Town shall be permitted to have three (3) full time and two (2) part time dispatchers to work as follows:

- 1 full time - 11:00 p.m. to 7:00 a.m.-Monday through Friday
- 1 full time - 7:00 a.m. to 3:00 p.m.-Monday through Friday
- 1 full time - 3:00 p.m. to 11:00 p.m.-Monday through Friday
- 1 part time - 11:00 p.m. to 7:00 a.m.\*During any days in the week
- 1 part time - 7:00 a.m. to 3:00 p.m.\*During any seven (7) calendar days
- 1 part time - 3:00 p.m. to 11:00 p.m.\*During any seven (7) calendar days

The Association further agrees that the Town shall have the right to replace a dispatcher to work for another dispatcher first, and then in the event no dispatcher wants to work or is not available to work, then a police officer shall perform the work of a dispatcher. However, in no event shall the staffing on road patrol scheduled for that day be diminished in order to perform this function.

#### **ARTICLE XVIII - COMPARABLE BENEFITS (Half Days)**

I. If Town employee's receive "half-days" off, (at the discretion of its Employer), police officer's working said day shall receive time and one half for remaining hours that the Town employee's were released from work.

#### **ARTICLE XIX - DURATION OF AGREEMENT**

I. This agreement shall be and remain in effect for a period of four (4) years from the first day of January, 1997 to the 31st day of December, 1998 and thereafter, shall be automatically continued until a new contract has been signed.

II. The parties agree that negotiations for a successor collective bargaining agreement shall commence upon written notification by either party, but in no event, not later than September 1, 1998.

**ARTICLE XX - LABOR MANAGEMENT**

Authorized spokespersons for the Town and PBA, shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Supervisor or designated representative or PBA President or designated representative, at their respective addresses and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article IV - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties, shall be reduced to writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the 17<sup>th</sup> day of OCTOBER, 1997.

**TOWN OF HYDE PARK**

  
\_\_\_\_\_  
Supervisor

**TOWN OF HYDE PARK POLICE  
BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
President

## APPENDIX "A"

The parties agree to provide for an optional buy-out of health insurance coverage by a member of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the Town on the Request to Decline And Waive Health Insurance Coverage form attached hereto and made a part of Appendix "A", that he/she is selecting to decline and waive the health insurance coverage provided by the Town, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty per cent (50%) of the premium cost in effect, payable in equal installments in the first payroll at the end of each calendar quarter, for the employee declines and waives health insurance coverage provided by the Town.

It is further agreed and understood by and between the parties, that any employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Town, he/she is required to provide written notice to the Town on the Request to Resume Health Insurance Coverage form attached hereto and made a part of Appendix "A", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Town. The parties recognize and agree that the effective date of the employee's re-establishment of health insurance coverage by the Town shall be at the earliest possible date as provided by the plan. The Town agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish health insurance coverage through the Town.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Town shall be responsible for providing the form(s) to the employee that are attached hereto and made a part of Appendix "A" and this agreement and to be used as set forth herein.

**TOWN OF HYDE PARK**

**REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request a decline and waiver of health insurance provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Town health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:  
(Name of organization or employer)

Subscriber Number:

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Town provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance Coverage, and to re-establish Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Town as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I

understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the Town for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Town and PBA.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Town to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Town the necessary form to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Town health insurance carrier. Upon resumption of my health insurance coverage through the Town, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between the Town and PBA.

Date:

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date

Town of Hyde Park Agent \_\_\_\_\_ Print Name \_\_\_\_\_

Date

cc: President, Town of Hyde Park PBA

**TOWN OF HYDE PARK**  
**REQUEST TO RESUME HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request to re-establish of Town provided health insurance which I had previously received from the Town. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town's health insurance carriers.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Town provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Town and PBA.

Date:

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date

Accepted For The Town of Hyde Park:

Town Agent \_\_\_\_\_ Print Name \_\_\_\_\_

Date

cc: President, Town of Hyde Park PBA