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Hamburg, Town Of And Southtown Police Club Inc

Agreement

between

TOWN OF HAMBURG NEW YORK

and

SOUTHTOWN POLICE CLUB INC.

NOTICE: 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.

Begins: January 1, 1998

Ends: December 31, 2001

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

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PREAMBLE

This Agreement is made and entered into by and between the TOWN OF HAMBURG, NEW YORK (hereinafter called "Town" or "Employer") and SOUTHTOWN POLICE CLUB, INC. (hereinafter called "Union")

ARTICLE 1. GENERAL

Section 1.1 Recognition

1.11 The Town continues to recognize the Union as the sole and exclusive representative, for the purpose of negotiating collectively in the determination of and administration of grievances arising under the terms and conditions of employment, of the employees in a single negotiating unit consisting of all classified, competitive civil service police officers in the Town Police Department excluding the Chief of Police, Assistant Chief of Police, all Captains, all Detective Lieutenants, all Lieutenants, and any other such officer designated as a managerial or confidential employee pursuant to Section 201, subdivision 7(a) of the Public Employees Fair Employment Act, as amended.

1.12 The recognition set forth in paragraph 1.11 of this Agreement shall continue for the maximum period permitted by law.

1.13 The classifications which are currently in the negotiating unit are listed in paragraph 6.11 of this Agreement together with the annual salary rate for each such classification. If during the term of this Agreement the Town establishes a new classification in the negotiating unit, the Town shall consult with the Union before setting the annual salary rate for the new classification. Whenever practicable, the consultation and the setting of the rate shall take place prior to the time when any person begins work in any position in the new classification.

Section 1.2 Term and Future Negotiations

1.21 The term of this Agreement begins at 12:01 a.m. on January 1, 1998 or on the Execution Date shown at the end of this Agreement, whichever is the latter unless a specific provision of this Agreement contains an earlier effective date, in which case the earlier date controls as to that provision. The term of this Agreement ends at midnight on December 31, 2001. Each provision of this Agreement goes into effect when the term begins and goes out of effect when the term ends, except when this Agreement or an amendment to this Agreement says otherwise.

1.22 If either party desires to negotiate a successor agreement to this Agreement, that party shall so notify the other party not later than the 240th consecutive day prior to the last day of this Agreement. Such notice shall be accompanied by: (a) the notifying party's proposals for a successor agreement, (b) the name, address and telephone numbers of the person who will serve as that party's chief spokesman, and (c) the name of each other member of that party's negotiation team.

1.23 Not later than the 20th consecutive day after the notified party receives the notice and accompanying information referred to in paragraph 1.22 of this Agreement,

the notified party shall deliver or mail to the chief spokesman of the notifying party: (a) the notified party's proposals for a successor agreement, (b) the name, address and telephone numbers of the person who will serve as that party's chief spokesman, and (c) the name of each other member of that party's negotiation team.

1.24 The proposals referred to in paragraph 1.22 and 1.23 of this Agreement shall be typed and in the form of modifications of, deletions from, or additions to specific paragraphs of this Agreement or new paragraphs to be added to this Agreement.

1.25 The first negotiation meeting between the parties with respect to a successor agreement shall take place not later than the 20th consecutive day after delivery or mailing of the proposals and accompanying information referred to in paragraph 1.23 of this Agreement.

1.26 Any time limit specified in this section 1.2 may be extended by mutual consent of the parties. Neither party shall withhold its consent unreasonably.

Section 1.3 Amendments and Waiver

1.31 No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except by a written amendment to this Agreement signed by each party.

1.32 During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obligated to negotiate or to agree to any proposed amendment.

1.33 No provision of this Agreement may be waived by implication or by any other means except a written document signed by each party.

Section 1.4 Interpretation

1.41 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

(a) A word used in the masculine gender applies also in the feminine.

(b) A word used in the singular number applies also to the plural.

(c) This Agreement speaks as of the time it is being applied.

(d) Each provision in this Agreement is severable from every other provision.

(e) Language in this Agreement is construed as strictly against one party against any other. It is immaterial which party suggested it.

(f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this

Agreement by reference.

1.42 Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:

(a) "Employee" means a person included in the negotiating unit defined in paragraph 1.1.1 of this Agreement.

(b) "Party" means the Union or the Employer.

(c) "Parties" means the Union and the Employer.

(d) "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

(e) "Hourly Rate" means an employee's annual salary divided by 2080.

(f) "Supervisor" means the Supervisor of the Town or any other person designated to act as such in case of the Supervisor's absence or a vacancy in that office.

(g) "Chief of Police" means the Chief of Police of the Town or any person designated to act as such in case of his absence or a vacancy in that office.

1.43 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law.

1.44 Unless this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement says otherwise.

1.45 When a provision of this Agreement requires that one party give notice to the other party, the notice shall be given in writing and:

(a) if the notice is to the Town, a copy thereof shall be given to the Supervisor and to the Chief of Police, each in person or to each by letter or telegram addressed to each of them at the Town Hall, Town of Hamburg, New York.

(b) if the notice is to the Union, a copy thereof shall be given to the President and to the Secretary thereof , each in person or to each by letter or telegram addressed to each of them at his most recent address shown on the Employer's record, and a further copy shall be sent in the same manner to the Union at Box 154, Hamburg, New York 14075.

Section 1.5 Legal Effect

1.51 If this Agreement requires a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.52 Unless this Agreement says otherwise, neither party is required to continue any past practice.

1.53 This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations.

1.54 Unless this Agreement says otherwise, the Employer is not required to provide or guarantee work for any period of time to any employee.

1.55 This Agreement supersedes all Town laws, rules, regulations and practices which are inconsistent with any provision of this Agreement, except such laws, rules, regulations and practices as are mandated by law of higher authority.

1.56 If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision, provided that the parties may lawfully negotiate and agree concerning such subject matter.

ARTICLE 2. UNION-EMPLOYER RELATIONS

Section 2.1 Management Rights

2.11 The Union recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including but not limited to, the following rights: to select, hire and promote employees; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; to transfer employees from one job, classification or assignment to another; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to assign, supervise and direct employees in their work; to determine the work to be done and the extent to which it shall be performed by employees in the negotiating unit; to lay off employees and to adjust the size of the working force; and to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property. The rights referred to in this paragraph 2.11 must not be used in any manner which is inconsistent with the express provisions of this Agreement.

2.12 Each employee shall be given a copy of the Rules and Regulations of the Police

Department, Town of Hamburg, New York. Each employee must thoroughly familiarize himself and comply with such Rules and Regulations. Nothing in such Rules and Regulations shall be inconsistent with the provisions of this Agreement.

2.13 A Manual of Procedure of the Police Department, Town of Hamburg, New York shall be issued to each employee. When the Manual is amended, a copy of each amendment shall be given to each employee who shall be responsible for keeping his copy of the Manual up-to-date. Each employee shall thoroughly familiarize himself and comply with the contents of such Manual and all amendments thereto. Nothing in such Manual shall be inconsistent with the provisions of this Agreement. All new employees will be issued an up-to-date Manual on the date of appointment.

Section 2.2 Discrimination Prohibited

2.21 Neither the Town nor the Union shall discriminate in favor of or against any employee in the negotiating unit because of his (a) race, color, creed, sex, age or national origin, (b) membership or non-membership in the Union, or (c) activity or non-activity on behalf of the Union.

2.22 No conduct required or permitted by the provisions of this Agreement or by any law, rule or regulation not inconsistent with the provisions of this Agreement shall be deemed to constitute a violation of paragraph 2.21 of this Agreement.

2.23 If an employee or the Union takes a matter covered by paragraph 2.21 or 2.22 to a court or administrative agency for resolution, he and it may not pursue that matter through grievance and arbitration. If an employee or the Union pursues a matter covered by paragraph 2.21 or 2.22 through grievance or arbitration, he and it may not pursue that matter before a court or administrative agency.

Section 2.3 Union Membership Dues and Other Deductions

2.31 Pursuant to the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law), the Employer shall deduct Union membership dues from the pay of each employee who has presented to the Employer a dues deduction authorization form signed by him. Dues deduction authorization forms must be provided by the Union. The Employer shall deduct agency fees from the pay of each employee who has not presented to the Employer a dues deduction authorization form. The Employer further agrees to grant to the Union exclusive payroll deduction of premiums for employee-organization sponsored insurance. All deductions for a single employee pursuant to this paragraph shall be combined into one deduction.

2.32 Not later than the fifth consecutive day following the execution date of this agreement, the Union shall give the Employer notice of the amount of the dues, agency fee and insurance premiums to be deducted. If the amount of dues, agency fee or insurance premiums is thereafter changed, deduction of the new amount shall begin in the second payroll period following the payroll period during which the Employer received notice from the Union of the new amount.

2.33 Deductions for an individual employee shall begin in the first payroll period following the payroll period which the employee's signed dues, agency fee or insurance premium deduction authorization form is received by the Employer. Deductions for an individual employee shall continue to be made until and including the payroll period during which the Employer has received from the employee a written statement signed by him revoking his dues, agency fee or insurance premium deduction authorization form.

2.34 Not later than the tenth day of each month, the Employer shall deliver or mail to the designated financial officer of the Union all dues and agency fees deducted, and to the designated insurance company all premiums deducted during the preceding calendar month together with a list of employees for whom deductions were made.

2.35 The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of an action of the Employer in connection with this section 2.3.

Section 2.4 Grievance Handling

2.41 The Union may designate not more than 4 employees (and not more than 3 employees who will be designated as Alternates to serve in the absence of the Grievance Representatives) who are officers and/or committee members of the Union for the purpose of investigating potential or actual grievances and presenting them to the Employer in accordance with the Grievance Procedure. Notice of such designation shall be given to the Town in the manner specified in paragraph 1.45 of this Agreement not later than the 10th consecutive day after the execution of this Agreement. Notice of any subsequent change in such designation shall be given to the Town in the same manner not later than 5 consecutive working days prior to the day such change is to take effect. Employees so designated in accordance with this paragraph are hereinafter referred to as "Grievance Representatives".

2.42 To the greatest extent practicable, Grievance Representatives shall investigate and present grievances at times when they and the other employees are off-duty. However, where the circumstances make that impracticable, a Grievance Representative may investigate and present a grievance while he is on duty without loss of pay if he complies with the requirements of paragraph 2.43 of this Agreement. In any case, the use of an abnormal amount of time or other abuse of this privilege may result in loss of pay as the Employer shall determine in its sole discretion.

2.43 A Grievance Representative must obtain the permission of the Police Officer in charge of his shift before leaving his assigned duties to handle a particular grievance. The Police Officer in charge may refuse permission for the Grievance Representative to leave his assigned duties if his leaving would interfere unreasonably with the performance of his duties or with the performance of the duties assigned to other employees. A Grievance Representative must report back to the Police Officer in charge before returning to his assigned duties. In any case,

no more than one Grievance Representative at a time may be away from his assigned duties for this purpose.

2.44 The Employer shall permit a representative of the Union (including the International Union or any of its subordinate bodies) to confer with employees during working hours for a reasonable period of time for the purpose of investigating an alleged grievance or matters affecting the administration of this Agreement. Before conferring with an employee, the representative of the Union shall make his presence and the purpose of his visit known to the Chief of Police or, in his absence, to the Police Officer then in command. The representative of the Union may confer with an employee, provided that such conference will not interfere unreasonably with the performance of the duties assigned to the employee.

Section 2.5 Other Released Time

2.51 The Union president or his designee may attend (a) public meetings of the Town Board and/or its committees at his discretion, and (b) executive meetings of the Town Board and/or its committees with the approval of the Supervisor or committee chairman as the case may be; provided that, in all such cases, business which affects employees covered by this Agreement is on the agenda of the meeting. The Council and/or International Representative may accompany the Union President at any such meeting at the latter's sole discretion. When such meetings are scheduled at a time when the Union President is scheduled to be on duty, the Union President shall be allowed to use time allotted under paragraph 2.56 of this Agreement in order to attend the meeting.

2.52 The Union President will be permitted to change his regularly scheduled day off or shifts with other employees so that the Union President can attend Union meetings. Union officers who are to be installed will be permitted to change their regularly scheduled days off or shifts with other employees so that the officers may attend the Union's annual installation of officers. The Union's chairman and assistant chairman of a Union fundraising social event (of which there shall be not more than two per calendar year) will be permitted to change their regularly scheduled days off or shifts with other employees so that they can attend the event. Alternately, time allotted under paragraph 2.56 of this Agreement may be used for the purposes set forth in the preceding sentences of this paragraph. In each case mentioned in this paragraph, the Union President, officer, chairman or assistant chairman (as the case may be) shall give written notice to the Chief of Police not less than 14 calendar days in advance of the meeting, installation or event (as the case may be) of the days off or shifts to be changed, the names of the officers involved, and the purpose of the change and such notice shall be signed by all officers involved indicating their consent to the change. The Chief of Police and the Union President may mutually agree on other arrangements which will accomplish the purpose of this paragraph.

2.53 The Employer will grant leave of absence without loss of pay to an employee designated by the Union to attend any convention sponsored by organizations with which the Union is affiliated, provided:

(a) No more than two employees are on leave for this purpose at the same time;

(b) Not later than 5 work days in advance of the requested leave, the Union has given official notice of the name of the employee so designated, the beginning and ending dates of the requested leave, and the specific purpose of the requested leave; and

(c) Time allotted under paragraph 2.56 of this Agreement shall be used for the purpose set forth in this paragraph and for travel time connected therewith.

2.54 If an employee is elected to the Executive Board of the New York State Police Conference and/or the Western New York State Police Conference, he will be granted additional leave of absence without loss of pay to attend meetings of the Executive Board, provided:

(a) No more than one employee is on leave for this purpose at a time;

(b) The Union has given official notice to the Employer of the employee's election to the Executive Board as soon as practicable after the election occurs and such notice states the beginning and ending dates of his term of office;

(c) The employee involved notifies the Chief of Police in writing of the day(s) needed for such leave at least five work days in advance of each day of such leave; and

(d) Time allotted under paragraph 2.56 of this Agreement shall be used for the purpose set forth in this paragraph.

2.55 To facilitate communication between the parties and to promote a climate conductive to constructive employee relations, either party may request a Labor-Management meeting and such meeting shall be held not less than 10 nor more than 25 working days later at a mutually agreed upon date and time in the Town Hall but outside the police station. The party requesting the meeting shall do so in writing, shall state the topic or topics to be discussed and shall name who will represent the party at the meeting. If the Union wants the meeting, it shall give the notice to the Police Chief. If the Town wants the meeting, it shall give the notice to the Union President. If any agreements are reached at the meeting, they shall be reduced to writing at the meeting, dated and initialed by a representative of each party, but each party shall have the right to promptly consult counsel concerning clarifications or improvement of the wording. The Union shall not take any matter to the Supervisor or the Town Board unless it shall have been first discussed in such a meeting. Such meetings are not to be used as a substitute for the grievance procedure or for collective negotiations.

2.56 A bank of 150 man-hours is hereby established which may be used for the purposes set forth in paragraphs 2.51, 2.52, 2.53 and 2.54 of this Agreement. Such time shall be charged against this bank in units of not less than one hour each and not to exceed 8 hours for each shift of absence per employee. Such time shall be without loss of pay or leave credits to the individual employee. When more than one employee at a time is absent pursuant to this paragraph, the Union shall cooperate with the Town to ensure that other employees are available for duty without incurring compensatory time off or overtime pay for such employees.

ARTICLE 3. GRIEVANCES

Section 3.1 General

3.11 A grievance is a claim that an officer, agent or agency of the Town (other than an employee included in the negotiating unit described in paragraph 1.11 of this Agreement) has violated this agreement. No grievance may be submitted with respect to any disciplinary or discharge matter or any other matter which law mandated by higher authority requires to be handled by some procedure other than the Grievance Procedure set forth in this Article 3.

3.12 A grievance may be an individual grievance or a group grievance. A group grievance involves all or substantially all of the employees in the negotiating unit and must be submitted by the Union at Step 1 and, if appealed to higher steps, must be appealed by the Union. Any other grievance is an individual grievance. An individual grievance must be jointly submitted at Step 1 by the Union and the individual employee(s) who are aggrieved and, if appealed to higher steps, must be jointly appealed at each step by the Union and the individual employee(s) who is aggrieved.

3.13 If an employee believes he has an individual grievance, he must discuss it with his immediate supervisor before submitting a written grievance at Step 1 unless the matter to be grieved is a decision already made by the Captain, the Police Chief or the Assistant Police Chief.

3.14 A grievance may not be submitted with respect to any matter which has been or is the subject of a proceeding before any executive, legislative or judicial tribunal. In submitting a grievance, an employee waives all of his rights, if any, to submit the subject matter of the grievance to any executive, legislative or judicial tribunal. In submitting a grievance, the Union waives all of its rights and the rights of the employees it represents, whatever those rights may be, to submit the subject matter of the grievance to any executive, legislative or judicial tribunal.

Section 3.2 Grievance Procedure: Step 1

3.21 A grievance shall be submitted to the office of the Chief of Police in writing on the form provided in Appendix A of this Agreement not later than the fifth working day after the date of the occurrence out of which the grievance arises. If the Union so requests on the grievance form or if the Chief of Police so desires, the Union and the Chief of Police shall arrange a Step 1 Meeting to discuss the grievance to be held not later than the tenth consecutive working day after the date on which the grievance was submitted. The Step 1 Meeting may be attended only by the Chief of Police, a command officer designated by the Chief of Police, an appropriate officer of the Union and, in the case of an individual grievance, by the aggrieved employee(s).

3.22 Not later than the fifth consecutive working day after the grievance was submitted (if there was no Step 1 Meeting) or after the date on which the Step 1. Meeting was held (if one was held), the Chief of Police shall answer the grievance in writing. He shall give two copies of his Step 1 Answer to the Union President

and, in the case of an individual grievance, one copy thereof to each aggrieved employee. If the Union is satisfied with the Step 1 Answer, the Union shall, not later than the fifth consecutive working day after the date on which the Union received the Answer, return one copy of the Answer to the office of the Chief of Police appropriately marked to show that the grievance has been satisfied.

Section 3.3 Grievance Procedure: Step 2

3.31 If the Union, and in the case of an individual grievance, the aggrieved employee(s), are not satisfied with the Step 1 Answer, the grievance may be appealed to the Town Board. This shall be done by submitting to the office of the Supervisor (with a copy to the office of the Chief of Police) not later than the fifth working day after the Union received the Step 1 Answer, a written statement which:

(i) has attached to it a copy of the grievance and the Step 1 Answer;

(ii) states that the Union is not satisfied with the Step 1 Answer and desires to appeal to Step 2;

(iii) in the case of an individual grievance, states that the aggrieved employee(s) is not satisfied with the Step 1 Answer and desires to appeal the grievance to Step 2; and

(iv) is signed by an appropriate officer of the Union and, in the case of an individual grievance, by each aggrieved employee.

3.32 Not later than the 20th calendar day after the date on which the appeal statement was submitted to the office of the Supervisor, a Step 2 Meeting shall be held on a date mutually agreeable to the Supervisor and Union. The Step 2 Meeting may be attended only by the following:

(i) For the Town: such members of the Town Board as the Board shall determine, the Town Administrator and/or counsel for the Town if desired by the Town, and in any case by the Supervisor and the Chief of Police;

(ii) For the Union: such officers of the Union as the Union shall determine, counsel for the Union if desired by the Union, and in the case of an individual grievance by the aggrieved employee(s); and

(iii) Such other persons as may be invited by either the Union or the Town for the purpose of serving as witnesses to the occurrence out of which the grievance arises.

3.33 Not later than the tenth consecutive day after the date on which the Step 2 Meeting was held, the Supervisor shall answer the grievance in writing in accordance with the directions of the Town Board. The Supervisor shall give two copies of the Step 2 Answer to the Union President and, in the case of an individual grievance, one copy thereof to each aggrieved employee. If the Union is satisfied with the Step 2 Answer, the Union shall, not later than the tenth

consecutive working day after the date on which the Union received the Answer, return one copy of the Step 2 Answer to the office of the Supervisor appropriately marked to show that the grievance has been satisfied.

3.34 If (i) the Step 2 Meeting is not held within the 20 calendar day provision specified in paragraph 3.32 of this Agreement and the Town has not requested an extension pursuant to paragraph 3.52 of this Agreement, or (ii) if the Step 2 Answer is not given within the 10 consecutive day provision specified in paragraph 3.33 of this Agreement and the Town has not requested an extension pursuant to paragraph 3.52 of this Agreement; and the Union appeals to Step 3 because such failure to hold a meeting, give an answer or request an extension, then the Town will reimburse the Union for the amount of the filing fee in such case paid by the Union to the Public Employment Relations Board.

Section 3.4 Grievance Procedure: Step 3

3.41 If the Union and, in the case of an individual grievance, the aggrieved employee(s), are not satisfied with the Step 2 Answer, the grievance may be appealed to arbitration by sending a letter to the Public Employment Relations Board ("PERB") as provided in paragraph 3.42 of this Agreement. The letter must be signed by an appropriate officer of the Union and a copy thereof must be sent to the office of the Supervisor. The copy sent to the Supervisor's office must, in the case of an individual grievance, be endorsed by the aggrieved employee(s) as evidence of dissatisfaction with the Step 2 Answer. The letter and the copy must be sent not later than the tenth consecutive working day after the date on which the Union received the Step 2 Answer. No employee may appeal a grievance to arbitration unless the Union is also dissatisfied with the Step 2 Answer.

3.42 To appeal a grievance to arbitration, the Union must send a letter to the PERB which:

(1) requests arbitration of one specifically identified grievance, and

(2) requests the PERB to send to each party a list of twenty-five (25) names of arbitrators.

Each party, not later than the tenth working day after receipt of its copy of the list, must mail its copy to the PERB with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The PERB shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the PERB determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of twenty-five (25) names and the same procedure will be followed with respect to it. If the PERB determines that no mutually acceptable arbitrator has been selected by the parties from the second list it shall name the arbitrator.

3.43 The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator.

3.44 The arbitrator is hereby authorized to interpret and apply but not to modify,

amend, enlarge, or delete the provisions expressed in this Agreement. The decision of the arbitrator is final and binding on the parties and the employees.

3.45 One-half the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party which incurred them. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

3.46 The arbitrability of a grievance, excepting issues of timeliness and compliance with the grievance procedure, shall be determined in court proceedings and not by the arbitrator.

Section 3.5 Time Limits

3.51 In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and holidays.

3.52 The time limits set forth in this Article 3 must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

3.53 If a grievance is not submitted at Step 1 within the time limit required by paragraph 3.21 of this Agreement, it shall be deemed to have been waived. If a grievance is not answered at Step 1 or Step 2 within the time limit specified in paragraph 3.22 or paragraph 3.33 of this Agreement (as the case may be), it may nevertheless be appealed to the next higher step as though the answer had been given on the last permissible day. If a grievance is not appealed to Step 2 or Step 3 within the time limit specified in paragraph 3.31 or paragraph 3.41 of this Agreement (as the case may be), it shall be deemed to have been satisfied by the last written answer even though the Union has not returned a copy of the answer as required by paragraph 3.22 or paragraph 3.33 of this Agreement (as the case may be).

ARTICLE 4. WORK INTERRUPTIONS

Section 4.1 Prohibitions

4.11 The Union, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, work stoppage, or other interference with the efficient management of the Police Department.

4.12 An employee must not, either singly or in concert with other employees or persons, refuse to perform his duties for the Employer, and if he does so, the Union must use its best efforts to require him to perform those duties.

4.13 The Employer, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the employees.

Section 4.2 Consequences

4.21 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraph 4.11 or 4.12 of this Agreement, the Union must, at the Employer's request:

(1) give the Employer notice that it has not done or threatened to do any such act and that it disavows such act or threat; and

(2) instruct the employee concerned in writing to cease doing such act or threatening to do it and give to the Employer a copy of such instructions.

4.22 While the Union, or its officers or agents, or a group of employees are doing or threatening to do any act mentioned in paragraph 4.11 or 4.12 of this Agreement, the Employer need not negotiate about or discuss with the Union any matter which may be in dispute between the Employer and the Union or the group of employees concerned. While the Employer, or its officers or agents, are doing any act mentioned in paragraph 4.13 of this Agreement, the Union need not negotiate about or discuss any matter which may be in dispute between the Employer and the Union.

ARTICLE 5. EMPLOYMENT RULES

Section 5.1 Interrogation of Employees

5.11 The provisions of this Section 5.1 apply only to interrogations of employees conducted by an agent of the Town or, if conducted by some authority other than the Town, then only to the extent that the rules of such authority permit. The provisions of this section 5.1 apply only to interrogations of an employee who is or may be the subject of a disciplinary or discharge action. The provisions of this section 5.1 do not apply to probationary employees.

5.12 An interrogation normally shall be conducted when the employee is scheduled to be on duty and, when that is the case, the employee shall not suffer any loss of pay thereby. An interrogation normally will be conducted at the Town Hall or the place where the incident which is the subject of the investigation is alleged to have occurred. Reasonable time during an interrogation shall be allowed for rest periods, personal necessities, meals and necessary telephone calls.

If the employee is ordered to appear prior to or after his normal shift or on his day off, he will be compensated at his time and one-half for such interrogation time.

5.13 At the start of an interrogation and before the employee is required to answer any question (other than his name and rank), the employee shall be (i) given the name

of the complainant, if any; (ii) given sufficient information as will reasonably inform him of the nature of the allegations; and (iii) if the employee is under arrest or the target of a criminal investigation, be informed of his constitutional rights in the same manner and to the same extent as would any other person under arrest or the target of a criminal investigation.

5.14 Prior to interrogation, the employee if he so requests shall be given a reasonable opportunity to consult with personal or Union counsel and/or a Union officer. No threats nor offers of reward shall be made to an employee during interrogation. No employee shall be required to submit to a lie detector test.

5.15 When an employee is required to submit a written report or statement concerning a complaint about himself or another employee, he shall be given sufficient information as will reasonably inform him of the nature of the allegations, but this need not include the name of the complainant.

Section 5.2 Discipline and Discharge Cases

5.21 The provisions of this section 5.2 apply to all discharge cases and to all discipline cases except reprimands. The provisions of this section 5.2 do not apply to probationary employees.

5.22 If the Town determines that an officer should be disciplined, such officer may be disciplined depending upon the circumstances of each case, for just cause. If an officer who has been so disciplined (other than reprimand) considers such action to be unjust, he may file a grievance, signed by the officer, within five (5) calendar days, exclusive of the date of disciplinary action taken with the Chief of Police and/or designee. This grievance shall be in writing, signed by the officer and shall set forth the reasons for contesting the discipline and mitigating circumstances. Such grievance shall be treated as a Step 2 grievance as set forth in the Grievance procedure contained in this Agreement and shall be reviewed in accordance with the procedure set forth therein. If a decision resulting pursuant to the Grievance procedure is unacceptable, the officer, through the Union, may utilize the Arbitration Procedure as provided for in this Agreement. The failure to file a grievance within the time frame herein before specified or grievance procedure contained in this Agreement or the timely appeal to arbitration as provided for in this Agreement, shall constitute an acceptance of the disciplinary penalty and shall settle the matter with prejudice in its entirety.

Section 5.3 Miscellaneous Employment Rules

5.31 (A) Each employee must record his overtime hours worked in triplicate on forms provided by the employer. He shall retain one copy and submit two copies to the Chief of Police. The Chief shall then return one copy to the employee with a notation showing whether the Chief has approved the overtime hours in question.

(B) When the employer requires road-patrol call-out overtime work (other than courtroom appearances or the overtime work for which the presence of a particular employee is required or overtime caused by an emergency), the employer will offer the overtime to the most senior qualified employee assigned

to road patrol who has worked the least amount of call-out overtime. An employee on vacation or on any other type of leave for any part of the day in which the overtime will occur will not be offered such overtime. If not enough qualified employees accept such overtime, the employer may assign such overtime to the least senior employees required and qualified to perform the work.

5.32 Any employee who is regularly assigned to steady shift in the Headquarters Office shall not be on the road patrolman vacation list or the overtime callout list, and shall not be the officer-in-charge.

5.33 An employee may change his days off or shifts or may exchange his days off or shifts with another employee who consents thereto upon prior permission of the Chief or his designee. Such changes or exchanges may be permitted only upon giving the reason which in the Chief's or his designee's sole and exclusive discretion justifies such change or exchange. Request for such change or exchange shall be submitted (through the platoon lieutenant where applicable) for approval by the Chief of Police not later than Wednesday of the week before the week involved, but this requirement may be waived by the responsible command officer. Nothing in this paragraph shall be construed as requiring approval of such a change or exchange when it would expressly affect the proper functioning of the Police Department.

5.34 Arrest lists shall not be posted in any place normally accessible to the public.

5.35 An employee shall be permitted to work up to but not to exceed the number of hours permitted by New York State law per calendar week for any outside employer provided he complies with all of the following:

(1) Before beginning work for the outside employer, he must notify the desk officer that he is doing so and of the name of the employer.

(2) Not later than the fifth consecutive calendar day after his first day of work for the outside employer, he must submit a written statement to the Police Chief showing:

(a) the outside employer's name;

(b) the address and telephone number of the outside employer's location where the employee is to work, and

(c) the name of the employee's immediate supervisor in his outside employment.

The employee shall keep the Police Chief informed in writing of any change in the foregoing information. The rules in this subparagraph (2) do not apply to temporary outside employment of one day or less.

(3) All work for the outside employer must be scheduled so as not to interfere with the employee's scheduled hours for the Town and must not, in any event, be scheduled between 2:00 a.m. and 8:00 a.m. when the employee is scheduled to

work the day shift on the same day. The employee shall continue to be available to be recalled to duty for the Town even though such recall may require the employee to leave his outside employer's place of work during that employer's working hours.

(4) The employee shall not wear the Town uniform or any part thereof nor carry or use Town equipment or any part thereof while working for the outside employer. No outside employment with an employer at a location within the Town when a labor dispute is in progress will be permitted.

(5) No outside employment which might constitute a joint employment relationship for purposes of the Fair Labor Standards Act as amended (or rules or regulations issued thereunder) will be permitted. An employee's failure to meet any requirement of this paragraph shall constitute just cause for disciplinary action including discharge.

5.36

(A) When an opening is created in the patrolmen's schedule (e.g. by an employee quitting, retiring, being dismissed, being promoted), the opportunity to fill his regular schedule shall be posted for 7 days. On the first day after the posting period ends, the most senior employee who bid shall fill the schedule.

If the employee most senior is from the same shift as that being bid, there will then be another posting of that officer's schedule, with no more lateral bidding allowed, after which all bidding shall cease.

(B) When a position is added to one of the shifts under Section 10.53, it shall be so posted in accordance with Section 5.36(A).

5.37 Annual firearm training shall be conducted in the manner directed by the Chief, or his designee; and will take place at a time and place designated by the Chief or his designee.

5.38 An employee upon request shall be given a reasonable opportunity to review his official personnel file maintained by the Police Department in the presence of an appropriate official of the Employer and after signing a log which shows the date of such review. The file shall contain the employee's original application for employment and any and all job evaluations, commendations, reprimands, suspensions and any other record of personnel actions which have taken place during the employee's employment by the Town. On request, the employee shall be given a copy of any and all items in the file of which he has not previously been given a copy. No letter of criticism, poor evaluation, reprimand or any other document which could adversely affect the employee's job shall be placed in the employee's official personnel file until the employee has been given a copy thereof and he has initialed and dated the file copy thereof as evidence that he has seen the document and been given a copy of it. If the employee disagrees with all or any part of such a document, he may request the Police Chief to remove the document. The request must be in writing, must be signed by the employee, must clearly identify the document or part thereof which he disagrees with and must

state the reasons for his disagreement. Such request must be submitted to the Police Chief not later than the 10th calendar day after the employee was given a copy of the document he disagrees with. The Police Chief shall grant or deny the request in writing within 10 calendar days after he receives it. The employee may appeal the Police Chief's decision to the Supervisor in writing within 5 calendar days thereafter. The Supervisor shall make a final and binding decision within 10 calendar days thereafter in writing. A document not included in his official personnel file may not be used against an employee in a discipline or discharge proceeding.

5.39 When an employee or a committee of the Union submits a written report of an alleged unsafe condition to the Chief of Police, the Chief of Police shall cause the matter to be investigated promptly and shall, within two weeks, give the reporting employee or committee a written response stating what action, if any, has been or will be taken to correct the condition.

5.39-1 If an employee who has been assigned as a safety officer or drug education officer is removed from such assignment involuntarily by the Chief of Police and such employee so requests, he shall be entitled to meet promptly with the Chief of Police and the Town Board to review the matter and the decision of the Town Board thereon shall be final and binding.

5.39-2 Officers required by the Chief or his designee to use their own automobile for Town business shall be paid at the reimbursement rate then in effect for Town employees as set from time to time by the Town Board, except that safety officers shall be paid a reimbursement rate of $.22 per mile for the use of their private vehicles in the performance of their duties.

5.39-3 Each officer shall be entitled to 45 minutes in break time for lunch and/or coffee time per shift. Such time may not be taken in less than 15 minute increments. However, if the officer is granted time off during the shift for three or more hours, he will be entitled to only one fifteen minute break.

5.39-4 Police automobiles purchased after October 14, 1981 will be equipped with air conditioning. All Town of Hamburg Police vehicles ordered after the signing of this Collective Bargaining Agreement must be equipped with AM/FM radios.

5.39-5 An employee on any form of paid or unpaid sick leave, workers' compensation leave or disability leave who is not confined to a hospital must remain at his principal place of residence during his normal duty hours while the employee remains on such leave. An employee may request the Chief or his designee to relieve him of this restriction and the Chief or his designee may grant or deny the request. To determine whether to grant or deny the request, the Chief or his designee may require the employee to submit a report from the employee's doctor indicating the employee's diagnosis, prognosis and medical restrictions or to submit to an independent medical examination. The Chief or his designee will not unreasonably deny the employee's request. In addition, any employee on such leave may not work a second front job or perform services for any person or entity regardless of whether the employee receives remuneration for such second front job or services unless authorized by the Chief or his designee in writing. An

employee may request the Chief or his designee to relieve him of this restriction on second front work if the second front work does not involve activity inconsistent with the illness or injury that prevents the employee from performing his police duties with the Town and the Chief or his designee will not unreasonably deny the employee's request. An employee who is discharged, disciplined, or reprimanded for a violation of this paragraph may file a grievance contesting such action under Article 3 of this Agreement. Paragraphs 5.21 and 5.22 of this Agreement will not prevent an employee from grieving a reprimand issued for a violation of this paragraph (5.39-5).

5.40 The Town shall supply each employee an up-to-date copy of the Vehicle and Traffic Law of the State of New York each year to the extent that they are provided by the Department of Motor Vehicles.

5.50 All employees not assigned to road patrol may utilize their lunch period and coffee break plus an additional 15 minutes for physical exercise at the permission of their supervisor which shall not unreasonably be withheld.

ARTICLE 6. COMPENSATION

Section 6.1 Annual Salaries

6.11 (a) The hourly rate for an employee hired on or before May 31, 1999 shall be the amount set forth opposite his rank and, in the case of a patrolman, his years of service. To obtain an annual salary figure the hourly rate is multiplied by 2080. Detective-Sergeants are paid $500 above that of detective and detectives are paid $250 above that of the rate for patrolman with three or more years of service under paragraph 6.11(a).

Rank	1/1/98	Annual	1/1/99	Annual	1/1/00	Annual
Detective-Sergeant	$24.62	$51,228	$25.55	$53,145	$26.25	$54,613
Police Detective	24.38	50,728	25.31	52,645	26.01	54,113
Police Patrolman:						
Less than 1 year	17.76	36,941	18.43	38,334	18.94	39,395
1 year, but less than 2	18.93	39,374	19.64	40,851	20.18	41,974
2 years, but less than 3	21.40	44,512	22.21	46,197	22.83	47,486
3 years and over	22.76	47,341	23.62½	49,130	24.28	50,502

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Rank	1/1/01	Annual
Detective-Sergeant	$27.11	$56,391
Police Detective	26.87	55,891
Police Patrolman:		
Less than 1 year	19.56	40,685
1 year, but less than 2	20.84	43,347
2 years, but less than 3	23.58	49,046
3 years and over	25.08	52,166

6.11 (b) The hourly rate for a patrolman hired on or after June 1, 1999 shall be the amount set forth opposite his years of service. To obtain an annual salary figure the hourly rate is multiplied by 2080.

Years of Service	Amount
Less than 1 year	70% of rate for patrolman with 3 or more years from 6.11(a)
At least 1 year, but less than 2	75 % of rate for patrolman with 3 or more years from 6.11(a)
At least 2 years, but less than 3	80% of rate for patrolman with 3 or more years from 6.11(a)
At least 3 years, but less than 4	85% of rate for patrolman with 3 or more years from 6.11(a)
At least 4 years, but less than 5	90% of rate for patrolman with 3 or more years from 6.11(a)
At least 5 years and over	100% of rate for patrolman with 3 or more years from 6.11(a)

Section 6.2 Other Compensation

6.21 (A) When an employee works more than 8 hours calculated from the time he is picked up (but not earlier than the start of his shift at midnight, 8:00 a.m. or 4:00 p.m.) to the time he is dropped off, or on his day off [other than in situations covered by (B) below], he will be compensated as follows:

- less than 15 minutes worked: no compensation;
- 15 minutes but less than 60 minutes worked: one hour compensatory time off;
- 60 minutes or more worked: compensatory time off at rate of one and one-half times the time worked.

(B) When an employee is required to work on an off-duty day to (i) attend court or grand jury in criminal matters arising out of the performance of his duty, (ii) attend a Motor Vehicle Bureau hearing when subpoenaed to do so or when approved by the Police Chief, or (iii) perform alcotector work, he shall be given compensatory time off at the rate of one and one-half times the time so worked; provided that on each occasion the employee shall be guaranteed a minimum of 2 hours at such time and one-half rate.

(C) An officer may, at his option, receive pay, pursuant to the notification rules established by the Department, in lieu of compensatory time off up to a maximum of 160 hours each year.

(D) When an employee is subpoenaed to appear in a civil case as a witness to a matter which arose out of his work for the Town (other than a matter to which the employee, another employee or the Union is a party) the employee shall be given compensatory time off at the rate of one hour for each hour of such appearance provided that he first submits to the Town, on a form provided by the Town, a certificate from the attorney who issued the subpoena showing the date of appearance and the beginning and ending times of appearance, and attesting that the employee was not otherwise compensated for much appearance.

(E) Notwithstanding the above, during the "Fair Week' when all employees are scheduled for an extra day of work, hours worked on that extra day shall be compensated by the time and one-half pay rather than by compensatory time off.

(F) A request to take a particular day off as a compensatory day must be submitted in writing by the employee to the Chief of Police who must approve or disapprove it in writing not later than the Wednesday of the week before the week in which the employee wants to take the day off. A lieutenant in charge of a shift may, however, permit an employee to take compensatory time off for that shift. This shall be done so long as the shift is not undermanned.

(G) Compensatory time off may be taken one day at a time, or in hourly increments of less than one day, or in conjunction with other compensatory days or other leave under this contract. All compensatory time off must be taken in the calendar year in which it was earned unless otherwise specifically approved by the Chief of Police.

6.22 An employee shall receive, during his first year of service with the Town as a patrolman, when and if he successfully completes his probationary period, a uniform allowance of $225.00. Each employee (except detectives) who has completed at least one year of service shall receive an annual uniform allowance of $450.00. Required uniform items may be purchased out of uniform allowances. If a detective is returned to uniformed duty on a permanent basis, he shall be given a portion of the uniform allowance prorated according to the number of months remaining in his current year of service. A detective returned to uniformed duty shall be allowed 14 calendar days within which to acquire the necessary uniform items.

In addition, in the first payroll of December of 1998, each regular full-time employee on the active payroll shall receive $500.00 (detective $700.00) as a maintenance allowance for the care and cleaning of uniforms.

The maintenance allowance shall cease being payable as of January 1, 1999.

6.23 If an officer is ordered to work road patrol duty or accepts a call-out pursuant to paragraph 5.31(b) for road patrol duty resulting in the officer working 16 continuous hours of road patrol duty, he shall be paid twice his straight-time hourly rate for the additional call-out of 8 hours of work. All other call-outs

pursuant to paragraph 5.31(b) will be paid at time and one-half the straight-time hourly rate for the employee who accepts the call-out. If an officer is ordered (as distinct from accepting a call under paragraph 5.31) to work a shift on his scheduled day off, he shall be paid at twice his hourly rate for that shift. No shift shall be worked with less than three road patrolmen on duty; provided, however, that this sentence shall not be deemed to have been violated when less than all of the three road patrolmen scheduled report for duty if (a) the nonreporting employee(s) failed to call in at least one hour before the start of the shift, or (b) after following the overtime distribution procedure set forth in paragraph 5.31 of this Agreement, no employee called reports for duty or an insufficient number report.

6.24 An employee's salary will be available at the police desk for him to pick up; provided, however, that:

(a) if he desires to have someone else pick up his check, he must give written advance authorization therefor;

(b) if he desires to pick up his check after 4:00 p.m., he must notify the desk thereof before 4:00 p.m. to avoid having the check locked up;

(c) paychecks for the 4:00 to 12:00 shift on the day prior to normal payday and the 12:00 to 8:00 shift, on payday, will be given out prior to completion of the shift, if available.

6.25 On the first pay day of December in 1998, each regular full time employee on the active payroll shall be paid as longevity pay a lump sum amount according to his years of continuous service since his last date of hire as of December 1st:

Years of Service	
5 years, but less than 10	$750
10 years, but less than 15	850
15 years, but less than 20	950
20 years or more	1050

6.25 (a) On the first pay day of December 1999 and on the first pay day of each December
ctive payroll on that day or
any person who retired effective during the eleven months immediately preceding such day shall be paid as longevity pay the following amount, minus all applicable taxes and withholdings, according to the employee's years of continuous service since his last date of hire as of December 1st:

Years of Service	Amount
At least 5, but less than 10	2.5% of annual salary from 6.11
At least 10, but less than 15	3.0% of annual salary from 6.11
At least 15, but less than 20	4.0% of annual salary from 6.11
At least 20 or more	5.0% of annual salary from 6.11

6.26 If an employee is assigned to out-of-title work for one hour or more, he shall be

paid for all such work at his own rate or the rate of the title in which he is working, whichever is higher.

6.27 The Employer shall not subcontract work normally performed by patrolmen in order to avoid payment of overtime pay. No assignment of work to other employees in the Police Department shall be construed to be a violation of this paragraph.

6.28 Employees on road patrol and detectives shall be picked up at home prior to the start of their shift and dropped off at home at the end of their shift. Such an employee coming on duty shall be in uniform (except detectives) and otherwise completely ready for duty so that he can be picked up one-half hour before the start of his shift. Such an employee who is picked up prior to the start of his shift, or picked up after the start of his shift (regardless of the reason which occasioned the late pickup), may be dropped off at home in the last half hour of his shift.

6.29 If the Chief of Police or his designee has not assigned the Chief of Police, Assistant Chief or an employee from the Command Officer's bargaining unit to serve as the command officer in charge of a shift, the assignment will be given to the most senior employee working the shift unless he refuses the work or the Town has a compelling reason to assign a less senior employee. When so serving, the officer shall be paid as provided in paragraph 6.26 of this Agreement. An officer who is on light duty or who has given the Chief of Police a written, dated and signed statement that he does not wish to be in charge of turns will not be placed in charge of a turn even if he may be the most senior officer on duty.

6.30 All employees will be credited with four (4) hours compensatory time each calendar year of this Agreement to compensate employees for any travel time to and from training within Erie County or a 25 mile radius of Hamburg Town Hall. Any travel time beyond these geographic limits for training ordered by the Chief or his designee will be paid at the applicable rate of pay. Any travel time beyond these geographic limits for training not ordered by the Chief or his designee will not be compensable.

ARTICLE 7. HOLIDAYS AND VACATIONS

Section 7.1 Holidays

7.11. The holidays to be observed on the dates prescribed by state law or regulation are:

(1) New Year's Day
(2) Martin Luther King Day
(3) Lincoln's Birthday
(4) Washington's Birthday
(5) Good Friday
(6) Memorial Day
(7) Independence Day
(8) Labor Day
(9) Columbus Day
(10) Veterans Day
(11) Election Day

(12) Thanksgiving Day
(13) Christmas Day, and
(14) Effective January 1, 1981, either the day before Christmas Day or the day before New Year's Day

7.12 It is recognized that an employee must work on holidays when he is scheduled to do so. On January 1 of the calendar year after an employee is hired and on January 1 of each year thereafter, an employee will be credited with 14 days off in lieu of holidays. A compensatory day in lieu of a holiday must be taken between January 1 and December 1 (both days inclusive) of the calendar year in which it is earned or it will be forfeited. A request to take a particular day off as a compensatory day in lieu of a holiday must be submitted in writing by the employee to the Chief of Police who must approve or disapprove it in writing not later than the Wednesday of the week before the week in which the employee wants to take the day off. A compensatory day in lieu of a holiday can be taken one day at a time or in hourly increments of less than one day or in connection with other compensatory days in lieu of a holiday or compensatory days under paragraph 6.21.

7.13 Each officer may "sell-back" up to ten (10) days of unused holiday compensation each contract year. Officers exercising the sell-back option shall do so prior to November 1st of each year. When a request to sell back time has been made, payment shall be accomplished within the pay period following the period within which the request was made.

7.14 Effective January 1, 1998 all bargaining employees entitled to military leave under Public Officers Law Section 63 and Military Law Section 249 will have 24 hours added to the holiday time granted to each employee under paragraph 7.12 and the employee may sell back this time to the Town under the rules in paragraph 7.13 except that such sell back will be at the employee's straight-time rate. The holidays of July 4, Veterans Day and Memorial Day will be observed on the dates prescribed by state law. If an employee who qualified for military leave is on sick leave on the legally observed day of the holiday, the employee will have eight hours deducted from the employee's overtime accumulation and eight hours from the employee's sick leave. If an employee qualified for military leave is on workers' compensation leave on the legally observed day of the holiday, the employee will have eight hours deducted from the employee's overtime accumulation.

Section 7.2 Vacations

7.21. In addition to the vacation time permitted by paragraph 7.12 of this Agreement, each employee shall annually be allowed the number of days vacation shown below opposite his number of years of his continuous service calculated from the date he first started work for the Police Department during such continuous service:

Upon Completion of Years of Service	Number of Vacation Days
1 year, but less than 5 years	10
5 years, but less than 9 years	15
9 years, but less than 11 years	20
11 years	21
12 years	22
13 years	23
14 years	24
15 years or more	25

7.22 When in any given calendar year an employee completes his appropriate step, he shall be entitled to take his additional vacation days during that year.

7.23 There shall be separate vacation schedules prepared for (i) patrolmen, (ii) detectives, and (iii) safety officers, drug education officers, training officers, and other office personnel, and these schedules shall be separate from vacation schedules for other Department employees. Vacations should be scheduled by seniority, provided, however, that each employee in order of seniority shall be given an opportunity to select one vacation week in the period beginning with the third week of June and ending with the week in which Labor Day falls but excluding either one or two consecutive weeks designated as "Fair Week(s)". Not later than December 1st of each year, the employees shall prepare their vacation calendar for the following year and submit it to the Chief of Police for final approval. Insofar as the needs of the Department permit, the Chief of Police will grant the vacation times as submitted on the schedule. Not later than December 15th of each year, the Chief of Police will post the approved vacation schedule for the following calendar year. An employee may be allowed to use vacation one day at a time up to a total of three (3) weeks. The Chief of Police shall determine the maximum number of employees allowed to be on vacation at one time, but he shall allow at least five employees to be on vacation at one time except that during the period of Fair Week(s), no employees shall be permitted to be on vacation. Nothing in this paragraph shall be construed to limit the right of the Employer to reschedule vacations when required because of under manning resulting from illness or other unanticipated causes or as permitted by Section 971 of the Unconsolidated Laws. If as a result of vacation rescheduling (if granted within the sole and exclusive discretion of the Chief or his designee), weeks become available, they shall be offered to other employees in order of their seniority.

7.24 Requests for time off excluding personal leave, if granted by the Chief of Police or his designee within his sole discretion, shall be made in the following manner: Requests for time off for the following dates that are received on or before the indicated date if granted, shall be granted to the employee with the greatest departmental seniority on that shift -February 1 - Easter; November 1 - Christmas Eve and Day; November 1 - New Year's Eve and Day; October 1 -Thanksgiving; September 1 - Deer Hunting Season (Shotgun). Requests received after the aforementioned dates or other unscheduled time off, if granted, shall be granted based upon seniority. It is agreed and understood that such requests must be made no later than the 20th day of the calendar month preceding the date requested off. If no such requests have been made, it shall be on a first come, first served basis

regardless of seniority. In no event, however, shall such time be granted if the request is made after 12:00 p.m. on the Thursday prior to the week of the date requested off. A member who gains a vacation week will pick that week when he selects his other weeks. The only stipulation will be that a vacation week is taken after the anniversary date.

7.25 Within the discretion of the Chief, two (2) detectives shall be allowed to be on vacation at the same time as long as they are on opposite shifts.

7.26 Effective July 1, 1999, an employee may sell-back a maximum of ten (10) vacation days each calendar year. An employee exercising this option must notify the Town on or before November 1 of each year and payment will be made within the pay period immediately after the pay period during which the notification was received.

ARTICLE 8. LEAVES OF ABSENCE

Section 8.1 Sick Leave

8.11 When an employee is absent because of his own illness or disability or he is isolated or quarantined because of exposure to a communicable disease other than in the line of duty, he shall be allowed sick leave without loss of pay subject to the limitations set forth in this section 8.1. An employee may be absent because of a family member's illness for up to ten (10) days per year but on no more than two (2) consecutive days for each occasion.

8.12 An employee shall be allowed sick leave without loss of pay only to the extent that he has accumulated sick leave credits. An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) for each month of this service to the Town. As used in this paragraph, "a month of service" means a month in which the employee was employed for at least one full pay period. Sick leave credits may be accumulated up to a maximum of 300 days which shall include credits accumulated prior to the execution date of this Agreement. Notwithstanding the preceding sentence, any employee who as of the Execution Date of this Agreement had accumulated more than 300 days shall be allowed to retain and use the accumulated days in excess of 300. Notwithstanding the foregoing, the Town Board, upon application of an employee and attached recommendation of the Chief of Police, may grant sick leave without loss of pay to an employee who, because of prolonged illness or disability, has exhausted his accumulated sick leave credits. Such an application shall be considered by the Town Board not later than its second regularly scheduled meeting after the application is forwarded by the Chief of Police to the Supervisor's office and the employee shall be allowed to be present when his application is being considered. Not later than February 15th of each year, a list showing the new accumulated sick leave credits (after deduction of days absence allowed as sick leave pursuant to paragraph 8.11 of this Agreement) of each employee shall be posted in Police Headquarters. Unless an employee reports an alleged discrepancy to the Chief of Police not later than March 1st, he shall be deemed to have accepted the amount of sick leave credits posted.

8.13 When an employee must be absent for a reason specified in paragraph 8.11 of this Agreement, he must report his absence, the reason therefor (including the nature of illness or disability involved), and the name of his attending physician if any. If he is unable to so report, a responsible person must report for him. The report shall be made to the Chief of Police or, in his absence, to the officer then in charge of the Police Department. If an absence under this section 8.11 exceeds 3 working days, or in any other case specified by the Chief of Police, the employee's physician must submit not later than the fourth working day a written statement showing the cause and probable duration of the absence. The Chief of Police shall require submission of a physician's statement for absences which do not exceed three (3) working days only if he suspects that the employee has abused the sick leave privilege. Failure to comply with the requirements of this paragraph, unless excused for good cause by the Chief of Police, shall disqualify the employee for sick leave without loss of pay for the absence in question.

8.14 Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed a just cause for disciplinary proceedings under the Civil Service Law and Rules and, in addition to other penalties, a portion of his accumulated sick leave credits may be canceled, but not to exceed two sick leave credits for each day of absence for which sick leave benefits were claimed falsely.

8.15 A Sick Leave Bank shall be established for the use of bargaining unit members. The Town shall contribute, effective January 1, 1984, 125 days and on January 1st of each successive year 50 days. Each officer shall contribute one day at the start of each contract year. No employee shall be eligible to use bank days until he has exhausted all sick leave, vacations, holiday time, personal leave, compensatory time or any other form of paid leave or accrued paid time. The maximum time that may be withdrawn by any employee to the extent permitted by the number of days available in the Bank shall be one year. An eligible employee may apply in writing for entry into the sick leave bank by submitting such application to a committee composed of the Police Chief or his designee, Union President or his designee and a third person to be chosen by the Town and the Union. The committee may require the applicant to submit documentary evidence, including but not limited to medical records and doctors' reports, to substantiate the application and may require the applicant to meet with the committee to discuss the application. The committee may also require an applicant to submit to a mental and/or physical examination by a physician chosen by the committee to assist the committee in making its determination on the application. An employee's failure to cooperate in a timely manner with a committee request or proceeding may constitute grounds for denial of the application. The committee's decision on the application will be by majority vote and final and binding on the applicant, the Union and the Town and may not be the subject of a grievance, arbitration or other claim or proceeding contesting the committee's decision. Further, the sick pool cannot be used as sick time on a day-to-day basis. It must be used for extended illnesses of at least one week.

8.16 When an officer reaches his maximum accumulation of sick time, the excess time he earns after that will be placed into the sick time bank.

8.17 When an officer retires or dies while still employed by the Town, all the days he has contributed to the sick time bank shall be returned to him for credit as per

Section 9.13.

Section 8.2 Other Leaves

8.21 If a member of an employee's immediate family dies and the employee attends the funeral, he shall be granted not to exceed 4 days leave of absence without loss of pay on his scheduled work days up to and including the day of interment. The employee must furnish proof of the death and of his attendance at the funeral if requested by the Town. As used in this paragraph, "an employee's immediate family" includes only his spouse, child, parent, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle and other relative resident in the employee's household. An employee shall be granted a leave of absence without loss of pay on the day of the funeral of his niece, nephew or spouse's grandparents, if the employee attends the funeral.

8.22 An employee may take a personal leave day without loss of pay provided:

(a) except in emergencies, he notifies the Chief of Police not less than 24 hours in advance of the time the leave is to begin, but if the leave is in the month of December, the notice must be given not later than November 30th. A personal leave day so selected for December may later be changed by the employee in case of emergency if the Chief of Police approves;

(b) no more than one (1) employee can be off on personal leave on the same shift unless otherwise permitted by the Chief or his designee;

(c) taking of personal leave will not result in under-manning of the employee's crew.

An employee may not take more than 4 personal leave days in a calendar year. Personal leave days shall not accumulate from year to year.

8.22-1 On the last pay date in October of each year of this contract, an officer may sell back to the Town a maximum of four (4) unused personal leave days or apply any unused personal leave days towards sick leave accumulation.

8.23 Any paid or unpaid leave granted under this Agreement which is at least equal to any leave an employee may be entitled to under the Family and Medical Leave Act will be credited against any leave an employee may be entitled to under the Family and Medical Leave Act provided the Employer's obligation under this Agreement to make a contribution to the Employee's medical insurance is continued during such leave under this Agreement.

ARTICLE 9. BENEFITS

Section 9.1 Retirement

9.11 The Employer shall continue to cover employees (except for employees who elect

the plan provided under paragraph 9.12 of this Agreement) under the New York State Retirement Plan commonly known as the "25 Year Service Retirement Plan". This plan shall include the "1/60th" provisions for each year of service beyond the 25th year and shall be based on the final year's average salary and coverage under 41(k) of the Retirement and Social Security Law for World War II veterans eligible therefor. The plan shall also include the maximum $20,000 in service life insurance benefit.

9.12 The Employer shall continue to cover any employee who elects such coverage under the New York State Retirement Plan commonly known as the "20 Year Service Retirement Plan" not to exceed one-half of the final year's average salary. The plan shall include the maximum $20,000 in service life insurance benefit and coverage under 41(k) of the Retirement and Social Security Law for World War II veterans eligible therefor.

The Town will provide the provisions of Section 384e of the New York State Retirement and Social Security Law under the following conditions: (a) The benefit will only be available for a period, commencing after the receipt of notice of coverage from the New York State comptroller's Office and ending December 31, 1994; and (b) only officers who are enrolled in Section 384D during this period described in paragraph (a) above shall be eligible to elect to participate in Section 384e.

9.13 When an employee retires or dies while still employed by the Town, the Town shall pay to him or to his estate (as the case may be) one two-hundred sixtieth (1/260th) of his then annual salary for each full day of unused vacation time and holiday time which he had accumulated as of the day of his retirement or death. Further, when an employee retires or dies while still employed by the Town, the Town shall pay to him or his estate 8 hours pay for each full unused sick leave day which he accumulated as of the day of his retirement or death up to the maximum accumulation permitted by this Agreement. The employee may have all or a portion of the amount due him under this paragraph applied to any contribution for his medical insurance after retirement that he is required to make under 9.14.

9.14 After an employee retires, the Employer shall continue to provide and pay for the same health insurance coverage (individual or family plan as the case may be) which the employee had at the time of his retirement until such employee reaches the age of 65 at which time that plan will be replaced with Blue Cross/Blue Shield "Over 65" coverage, the cost of which shall be borne by the Employer. The Employer's responsibility for providing coverage under this paragraph 9.14 shall cease on the death of the retired employee. To qualify for the benefits of this paragraph 9.14, an employee must have completed at the time of his retirement at least ten (10) years of continuous service (as defined in paragraph 10.21 of this Agreement) from the date of his last appointment, but this requirement shall not apply to an employee who retires because of a disability sustained in the course of his employment by the Town.

Unless otherwise indicated in this paragraph, the employer's contribution to retiree health insurance will be at the same percentage of the cost of the premium as it was before the employee's retirement. If any employee who is enrolled in a

(coverage with $100 deductible) and a $5 prescription drug co-pay rider. Effective July 1, 1999 the $5 prescription drug co-pay rider will be changed to the $7 prescription drug co-pay rider. Effective July 1, 1999 the $50/$100 major medical deductible will be changed to $100/$200 and effective January 1, 2000 this deductible will change to $150/$300.

(2) Community Blue One with Dependent Rider CL 19/25 (covered to 25 if full-time student), and $5 managed care prescription drug co-pay.

(3) Health Care Premier Plan with $5 prescription drug co-pay and Rider UDC-23 (unmarried dependent child coverage of full-time students to age 25).

(4) Independent Health Gold Plan with $5 drug co-pay.

The following is effective up through June 30, 1999: The Town agrees to pay 100 % of the total medical premium for the coverage a current employee selects and is eligible for and 90% of such total medical premium for employees appointed after March 13, 1995. The employee will then be responsible through payroll deduction for the difference between the Town's contribution and the cost of the coverage selected by that employee.

The following is effective July 1, 1999: For all employees appointed before March 13, 1995, the Town agrees to pay 100% of the total medical premium for the coverage such employee selects and is eligible for if the employee selects coverage other than Blue Cross/Blue Shield. This 100% payment will apply to employees appointed before March 13, 1995 who selected Blue Cross/Blue Shield before June 1, 1998 and remained continuously enrolled in such coverage. For all employees appointed on or after March 13, 1995 the Town agrees to pay 90% of the total medical premium for the coverage such employee selects and is eligible for if the employee selects coverage other than Blue Cross/Blue Shield and the employee will pay the remaining 10%. If any employee is eligible for and selects Blue Cross/Blue Shield at any time after June 1, 1998, the employee will pay 20% (25% for employees with single coverage) of the difference between the premium (either single or family as the employee is eligible for) for the most expensive of the other plans offered to the bargaining unit other than Blue Cross/Blue Shield and the Blue Cross/Blue Shield coverage the employee has selected and is eligible for. These percentages in the preceding sentence will change in the third year of this contract to 40% for family coverage and 50% for employees with single coverage. All employee contributions required under this paragraph will be made through payroll deduction.

As soon as practicable after the signing of this Collective Bargaining Agreement, the Town will provide to its employees the GHI Spectrum Plus Dental Plan, including full preventive and diagnostic basic care with a 100% prosthetics allowance and an orthodontia rider for dependent children to age 23. Effective September 10, 1990 the town shall provide its employees the CSEA Optical Plan (the Town shall pay $5.09 per month per employee for this program. Bargaining unit members will pay the difference up to the monthly premium of the CSEA

health maintenance organization on his last day before retirement and who is eligible for health insurance upon retirement, establishes legal residency outside of the coverage area of his health insurance plan, the employer will provide a substitute health insurance plan with a substantially equivalent level of benefits which may include Blue Cross/Blue Shield traditional coverage if no other substantially equivalent plan is available. However, at the retiree's option, the retiree may request that the employer allocate a dollar amount equal to the employer's contribution so that the retiree may purchase another plan. If the retiree chooses this option, the employer will pay its contribution to the new carrier. If a retiree chooses the option under this paragraph to change his coverage with a health maintenance organization to a substantially equivalent plan because he has changed his legal residency outside of the coverage area of his health maintenance organization, the retiree will pay the difference between the premium for the most expensive health maintenance organization offered to the bargaining unit and such substantially equivalent coverage if the premium for such substantially equivalent coverage is greater than the premium for the most expensive health maintenance organization offered to the bargaining unit.

The surviving spouse of an employee who is retired while in the employ of the Town under the N.Y.S. Retirement System and who had completed at least 10 years of continuous service as a full-time employee of the Town, will continue to receive the same health insurance premium benefits the deceased retired employee would have received providing said spouse and the retired employee were married at the deceased employee's retirement.

9.15 The Employer shall afford an employee to elect 375i Retirement Plan, subject to all the plan's rules and regulations.

9.16 An employee who has time in a New York State retirement system from another employer will be allowed to have that credited to his Town employment time for retirement purposes (but not for purposes of departmental seniority) to the extent permitted by the Comptroller of the State of New York. Any additional cost incurred to effect such permissible crediting will be borne solely by the employee who so applies and must be paid in full to the Town prior to the Town's application to the New York State Comptroller.

Section 9.2 Insurance

9.21 Each employee will be provided with individual or family health insurance coverage (as the case may be) under one of the following health plans to be chosen by the employee:

(1) Blue Cross and Blue Shield of Western New York with a standard hospital contract 42/43 plus Rider 8 (dependent coverage to age 23), Rider 45 (cosmetic), Rider 46 (pre-care plus), Rider 48 (out-of-area hospital benefit), Rider 47 (waive pre-existing conditions for new hires); medical select 60/61 contract with a Rider 4 (out-patient emergency care), and Rider 21 (psychiatric care), Rider 45 (cosmetic), Rider 47 (waive pre-existing condition for new hires), Rider 48 (out of area hospital); major medical Rider CL 19/25

plan). The Employer shall have the option of providing equal or better coverage through another carrier.

9.22 The Employer shall continue to provide and pay for group life insurance coverage in the amount of $12,000 for each employee for accidental death while on duty.

9.23 The surviving spouse of an officer, who is killed in the line of duty while an employee of the Town, shall have continued health insurance coverage at the Town's expense.

9.24 If an employee elects not to receive Health Insurance coverage, the Town will pay directly to the employee one-half of such amount which would normally be paid for such coverage. The foregoing sentence will be in effect until December 31, 1999. Thereafter, if an employee or retiree elects not to receive health insurance coverage under this contract, the Town will pay the employee $3,625 if the employee or retiree was eligible for Family coverage and $1,812 if the employee or retiree was eligible only for single coverage. Rebate

9.25 The Employer shall hold an employee harmless from financial loss resulting from any claim, demand, suit or judgment against him for conduct which was in the discharge of his duties as a police officer and within the scope of his employment by the Town and provided that the damages arising from such conduct did not result from the employee's willful and wrongful act or his gross negligence and provided further that the employee, within five days of the time he was served with any summons, complaint, process, notice, demand or pleading, delivers the original or a copy thereof to the Town Attorney. Upon such delivery the Town Attorney may assume control of the representation of the employee. The employee shall cooperate fully with the Town Attorney and those appointed by him in the conduct of the case.

9.26 Any officer receiving benefits under Section 207-c of the General Municipal Law shall be entitled to all benefits under this Agreement.

9.27 Within the discretion of the Chief the Town shall reimburse bargaining unit members for the loss or damage of their clothing or personal effects where such loss occurs during the conduct of their duties.

9.28 Until January 1, 1999, members of the bargaining unit shall receive, as additional compensation, beginning in December of 1990, an educational incentive of one hundred ($100) annually upon the granting of a two (2) year degree, and two hundred ($200) annually upon the granting of a four (4) year degree in Police Science or Criminal Justice. Only courses and degrees as offered by a State accredited junior college, college or university are to be counted, no matter where located.

Prior approval of the outline for the degree program shall be approved in writing by the Chief of Police to ensure consistency with the program and degree requirements stipulated herein.

9.29 The Town will make the Copeland Deferred Compensation Plan option available to employees.

9.30 On or before January 1, 2000 the Town will institute plans necessary under the IRS code to allow employees to pay their share of medical insurance premiums with pre-tax earnings. Any employee who paid any part of the employee's premium for the employee's medical insurance with the Town before January 1, 2000 will be paid $100, minus all applicable taxes and withholdings, for each calendar year before 2000 during which the employee paid any part of such medical insurance premium.

ARTICLE 10. EMPLOYMENT AND SENIORITY

Section 10.1 Probation

10.11 An employee is on probation for the fifty-two (52) week period which begins on his last day of appointment.

10.12 An employee on probation may be disciplined or discharged with or without a statement of cause and such discipline or discharge may not be made the subject of a grievance or arbitration.

Section 10.2 Acquisition of Seniority

10.21 "Seniority" means the length of an employee's continuous service in the Town of Hamburg Police Department from the date of his last appointment to the date he loses seniority, including both-such dates. As used in this paragraph, "continuous service", includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:

(1) on leave of absence;

(2) on layoff;

(3) on active duty with the United States Armed Forces or with the National Guard;

(4) absent from, and unable to perform the duties of his position by reason of a disability resulting from occupational injury or disease; and

(5) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service" notwithstanding that such service may not have been in the Hamburg Police Department.

10.22 An employee who is on probation does not have any seniority.

10.23 An employee acquires seniority, as defined in paragraph 10.21, on the day following his last day of probation.

10.24 If two or more employees are appointed on the same date, their relative seniority shall be in the order of the grades attained on the civil service examination taken by them for employment eligibility. Where two such employees have the same grade, their relative seniority shall be in alphabetical order of their first names.

10.25 Detectives, upon completion of 18 months of service as a detective, shall not be removed from their respective positions except for cause.

10.26 An employee who transfers from another Police Department shall not accrue Department seniority as defined in paragraph 10.21, for time of service in such Department.

Section 10.3 Loss of Seniority

10.31 Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority and is terminated on the day on which any one or more of the following occurs:

(1) he resigns and is not reinstated within the period permitted by law;

(2) he is discharged;

(3) he retires;

(4) he fails to return on the working day following the day his leave of absence or excused absence expires unless prevented by an emergency;

(5) he is absent for the second consecutive working day, unless:

(i) his absence on both days is excused; or

(ii) during the two (2) consecutive working days, he has called in, or if that is not reasonably practicable, he has had someone call in for him, unless prevented by an emergency;

(6) he has failed, for five (5) consecutive working days after a notice of recall has been sent to him, to notify the Employer that he intends to return to work;

(7) he has failed to return to work within ten (10) consecutive working days after a notice of recall has been sent to him;

(8) he refuses a recall;

(9) he has been on layoff for a continuous period in excess of one (1) year;

(10) he has engaged in gainful employment while he is on sick leave, personal leave, or other leave of absence unless another provision of this Agreement expressly allows employment during the leave;

(11) he has been absent from, and unable to perform duties of his position for a continuous period of not less than 18 months by reason of a disability other than a disability resulting from occupational injury or disease.

10.32 An employee must give the Police Chief fourteen (14) calendar days, notice of his intent to resign.

Section 10.4 Adjustment In Force

10.41 When there is to be a reduction in the Patrolman forces, employees on probation shall be laid off first. Thereafter, employees shall be laid off in inverse order of their seniority. However, notwithstanding the foregoing, veterans preferences shall be granted as required by Article VI of the Civil Service Law.

10.41-1 In the event of the abolition or reduction of positions in the Detective Bureau or Safety Education office or Drug Education office, an officer of their respective department, who has less than 18 months of service in that department, shall be re-assigned first. Thereafter, they shall be re-assigned in inverse order of appointment to their respective bureaus, or departments.

10.42 An employee must be given fourteen (14) calendar days' notice of layoff. A copy of the notice must be given to the President of the Local Union on the same date it is given to the employee.

10.43 When there is to be an increase in the Patrolman forces, employees on layoff must be recalled in the reverse of the order in which they were laid off before new employees are appointed.

10.44 A notice of recall must be sent to an employee on layoff by registered or certified mail or by telegram addressed to him at his most recent address on the Employer's records. It is the responsibility of the employee to advise the Employer in writing of all changes in his address.

Section 10.5 Work Year (Effective 1/1/81)

10.51 By including this section 10.5 in this Agreement, the parties intend to come into compliance with Section 971 of the Unconsolidated Laws of New York. All interpretations of this section 10.5 shall be made so as to conform to the requirements of that law as provided in paragraph 1.44 of this Agreement.

10.52 The normal work year, exclusive of overtime, but inclusive of lunch and coffee breaks, is 2080 hours.

10.53 The regular schedule of hours shall be a rotation of 5 days on and 2 days off, then 4 days on and 2 days off, and so on. Employees assigned to road-patrol will bid on road-patrol shift assignments according to seniority. Road patrol shifts will be as follows: (1) first shift 12:00 midnight to 8:00 a.m.; (2) second shift 8:00 a.m. to 4:00 p.m.; and (3) third shift 4:00 p.m. to 12:00 midnight. On or before September 15 of each calendar year of the contract, each employee assigned to road-patrol

will submit a bid to the Employer indicating the officer's shift preference for the next calendar year. The employer will retain sole discretion to determine the number of employees needed for each shift.

But this shall not prohibit variations from that pattern:

(1) to comply with other provisions of this Agreement;
(2) to allow attendance at authorized schools and seminars
(3) to allow compliance which Section 971 of the Unconsolidated Laws;
(4) to allow compliance with the manning needs of particular shifts as determined by the Chief of Police.

10.54 As used in this section 10.5, "year" means the calendar year from January 1st to December 31st, both dates inclusive.

SUBSCRIPTION

In witness whereof, the duly authorized representatives of the parties have signed their names below on the date shown below.

FOR THE TOWN OF HAMBURG NEW YORK

Patrick M. Hoak
Supervisor

FOR SOUTHTOWN POLICE CLUB, INC.

Joseph O'Brien
President

Execution Date: 12/3/99

GRIEVANCE FORM

Note: Prepare at least 2 copies (one to submit to the Chief of Police and one to be retained by the Union) plus, in the case of an individual grievance, one copy to be retained by each aggrieved employee.

TO: Chief of Police, Town of Hamburg Police Department

Check one only:

( ) This is an individual grievance submitted by the Union and the officer(s) whose signatures appear below.

( ) This is a group grievance submitted by the Union.

i) What the Town did or failed to do that this grievance complains of:

ii) Paragraph(s) of the Agreement the foregoing act or failure to act violated:

iii) Action the Town should take to remedy the foregoing situation:

iv) A Step 1 Meeting (is) (is not) requested.

Date:_____

For the Union:

_____

Signatures of Individual Grievant(s)

_____ _____

_____ _____

_____ _____

APPENDIX A (Reverse Side)

Grievance received by office of Chief of Police on:_____

Step 1 Meeting (if requested) was held on:_____

Step 1 Answer of Chief of Police:_____

_____

_____

Date: _____ Chief's Signature _____

The Step 1 Answer is satisfactory.

For the Union:

Date:_____ _____

Appeal Statement received by office of Supervisor on:_____

Step 2 Meeting was held on: _____

Step 2 Answer of Town: _____

Date:_____ Supervisor's Signature_____

The Step 2 Answer is satisfactory.

For the Union:

Date:_____ _____

MEMORANDUM OF UNDERSTANDING
ON UNIFORM AND RELATED ITEMS

As part of the negotiations which led to the 1982-83 Agreement between the Town of Hamburg, New York ("Town") and Local 2753, New York Council 82, American Federation of State, County and Municipal Employees, AFL-CIO ("Union"), but separate and apart from that Agreement, the Town and the Union have agreed that the Town's regulations, policies and practices shall be changed to give effect to the following:

(1) The required uniform for officers shall be long sleeve uniform with tie except that during the period May 1 through October 15, an officer may wear short sleeve uniform (summer uniform - however if worn with a jacket must wear a tie).

(2) Police officers shall be allowed to purchase from their uniform allowance:

- Hats: summer, winter, rain, trooper-style winter cap;
- ties;
- shirts, long sleeve and short sleeve, open neck; buttons;
- tie clips;
- pants: summer and winter;
- garrison belt;
- gun belt for optional issue weapon;
- holster for optional issue weapon;
- cuff case;
- cartridge carrier;
- black socks;
- shoes - low cut, don boots, high lace boots;
- raincoats;
- rain boots;
- heavy winter traffic directing mittens;
- orange traffic gloves;
- 4-12 jacket;
- dark blue or black insulated boots;
- speed loader;
- bulletproof vest;
- heavy winter (Buffalo) coat;
- sap;
- rechargeable flashlight and accessories;
- sweater or down vest which cannot, under any circumstances, be worn as an outer garment;
- cooler shirt;
- silver hat bands for patrolmen, which if worn, must be worn by all officers;
- caps - will be worn when wearing summer uniforms;
- rain jackets;
- outside bulletproof vest carriers;
- leather waist-length jacket;
- black, leather athletic shoe;
- cobra telescoping baton;
- black, wooly pully sweater.

In addition, the following items may be purchased from the officer's clothing allowance only by members of E.R.T.:

- Battle Dress Uniform Shirt, black
- Battle Dress Uniform Pants, black
- Wool Watch Cap, black
- Breast Pocket Style Shirt, black
- Turtle Neck Shirt, black
- Nomex Fire Retardant Gloves, black
- Nomex Fire Retardant Hood, black
- Cordura Nylon Style Holster and Web Gear for Sidearm, black
- Balaclava Hood, black
- M65 Field Coat, black
- M65 Field Coat Liner, black
- Goggles
- Large Cordura Nylon Equipment Bag, black

All items must be of appearance acceptable to the Police Chief.

(3) Each officer must carry and use either a departmental issue weapon or a weapon purchased at his own expense which meets each of the following six requirements:

(a) Make must be Colt, Smith & Wesson, Ruger or any other make approved by the Chief of Police;

(b) Caliber must be at least .38 and cannot be greater than .45, except for backup weapon that is acceptable to the Chief of Police or his designee;

(c) Type must be revolver or automatic;

(d) Round capacity must be at least six, but a detective or a patrolman assigned to plainclothes duty may carry a five round capacity weapon;

(e) Barrel length must be at least four inches and not longer than six inches, but a detective or a patrolman assigned to plainclothes duty may carry a two inch barrel weapon, except for backup weapon that is acceptable to the Chief of Police or his designee;

(f) Weapon must either have a normal bluing or be stainless steel and must have standard solid brown or black grip all of an appearance acceptable to the Chief of Police.

Each member of the bargaining unit will be allowed to select their duty weapon once during the term of each labor agreement. Such request shall be in writing, before becoming official. The TOWN is to provide ammunition for qualifying and on-duty use of their approved weapon. A detective may carry any weapon that is approved by the Chief of Police.

(4) The Town shall furnish to each police officer and provide necessary maintenance for:

- revolver
- holster
- cuff case
- gun belt
- cartridge carrier
- night stick and ring
- key clip
- whistle
- flashlight (including batteries, bulbs, lenses)
- equipment bag
- traffic vest
- handcuff
- summons book
- ammunition for standard issue revolver to be issued at the frequency recommended by the range officer at the time of annual inspection and upon return by the officer of unexpended ammunition
- bulletproof vest

(5) Any change in the type of uniform and the method of paying therefor must be negotiated by the Town and the Union and, if Agreement is reached, must be reflected in a written and dated memorandum signed by a duly authorized representative of each party.

FOR THE TOWN:

Date: 12/3/99

FOR THE UNION:

Joseph E O'Brien

Date: 12/3/99