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**COLLECTIVE
BARGAINING
AGREEMENT**

by and between the

**TOWN OF
PLATTEKILL**

and the

**TOWN OF PLATTEKILL
POLICE BENEVOLENT
ASSOCIATION, INC**

January 1, 2004 - December 31, 2007

RECEIVED 5/23/2005

Collective Bargaining Agreement

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PREAMBLE

Parties to Agreement

This labor agreement is made by the Town of Plattekill, hereinafter referred to as the “Town”, and the Town of Plattekill Police Benevolent Association, Inc., hereinafter referred to as “PBA.”

Purpose of Agreement

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperative relationship between the Town and its officers in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees’ Fair Employment Act.

1 RECOGNITION AND APPLICATION OF CONTRACT

1.1 Collective Bargaining Unit

1.1.1: The Town recognizes the PBA as the sole and exclusive bargaining agent and representative for all police officers with Municipal Police Training Counsel certification (MPTC), excluding the Chief of Police.

1.2 Application of Contract

1.2.1: This collective bargaining agreement shall apply to all police officers within the bargaining unit as defined in Section 1.1.1 above.

1.3 Definitions

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

Town – shall mean the Town of Plattekill.

PBA – shall mean the Town of Plattekill Police Benevolent Association, Inc.

Officers – shall mean any person or persons covered by the terms of this collective bargaining agreement.

Chief – shall mean the Chief of Police or Town’s designee.

2 PBA RIGHTS AND RESPONSIBILITIES

2.1 No Strike Clause

2.1.1: The PBA affirms that it does not assert the right to strike against the Town, to encourage, condone, assist, or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

2.2 PBA Officers

2.2.1: The PBA shall forward to the Town a list of the names and titles of its officers and representatives plus changes as they occur. The Town will not be liable in dealing in good faith with former PBA officers or representatives prior to receipt of notice of change of PBA officers or representatives.

2.3 PBA Bulletin Board

2.3.1: There shall be a designated bulletin board, or a reasonable section thereof, for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose.

2.4 PBA Time

2.4.1 Release for Union Business: The PBA President may be granted time off, while on duty, without pay, with the approval of the Chief, to attend, administer or represent an officer(s) or PBA at all stages of the Grievance Procedure, Disciplinary Proceedings, Negotiations, Improper Practice Charge Conferences or Hearings as well as attending any Labor/Management conference with the Town concerning this contract.

2.5 Discrimination

2.5.1 Union Activity: No officers designated pursuant to this Article shall be discriminated against in any way by the Town due to work performed on behalf of the PBA and its unit members.

2.6 Labor-Management

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

2.6.2: The labor-management meeting shall be scheduled by mutual agreement.

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

3 COLLECTION OF DUES & AGENCY SHOP FEE

3.1 Union Membership/Agency Shop

3.1.1 Membership Dues: Upon written authorization of the officers concerned, and unless such officer subsequently revokes such written authorization, the Town shall deduct membership dues from the officer's payroll check in the amount specified in the written authorization. The Town shall also deduct any and all arrearages from each employee who did not work in any previous pay period to date. The amounts so deducted shall be forwarded to the PBA within five business days after said deduction was made as long as there was a sufficient payroll from which to deduct.

3.1.2 Agency Shop Fee Deduction: The Town agrees to deduct each and every month, as long as there was a sufficient payroll from which to deduct, from the wages of an officer who is not a member of the PBA, but who is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA. The Town shall also deduct any and all arrearages from each employee who did not work in any previous pay period to date. The amounts so deducted shall be forwarded to the PBA within five business days after said deduction was made.

4 RIGHTS AND RESPONSIBILITIES OF EMPLOYER

4.1 Management of Staff

4.1.1: It is understood and agreed that the Town retains all of the authority, rights and responsibilities possessed by the Town over the police officers, under applicable laws and regulations, subsequent amendatory legislation.

4.2 Management of Department

4.2.1: The PBA members recognize that the management of the Department, the control of the properties, and the maintenance of order and efficiency are sole responsibilities of the Town.

4.3 Management Rights

4.3.1: Any and all rights, powers and authority the Town had prior to entering this agreement are retained, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Workday: The workday for officers shall not be scheduled for more than eight hours or less than four hours, which does not include call-in work.

5.1.2 Workweek: The workweek shall commence at 12:01 a.m. on Wednesday and end at 12:00 p.m. the following Tuesday.

5.1.3 Work Schedule Availability: Officers shall submit their availability, in writing, to the Chief for the upcoming calendar month no later than the 15th day of each month. The work schedule shall be posted no later than the 22nd day of each month for the ensuing month absent extenuating circumstances. The Town shall utilize its best efforts in insuring timely posting.

An officer shall not be required to provide a minimum number of hours, but only their availability of a minimum of forty-eight (48) hours per month, with the department's hours of coverage. This increased minimum availability shall remain in effect based on one hundred and thirty-two (132) coverage hours per week. In the event the Employer provides only one hundred and fourteen (114) coverage hours per week, the minimum availability shall go back to thirty-six (36) hours per month.

An officer hired on or after January 1, 2000, shall provide a minimum of eighteen (18) hours of availability for each calendar month on a "C" line tour of duty for a Friday, Saturday, Sunday or a named holiday that month as set forth in Article 7. An officer hired on or before December 31, 1999 shall provide a minimum of twelve (12) hours of availability for each calendar month on a "C" line tour of duty for a Friday, Saturday, Sunday or a named holiday that month as set forth in Article 7.

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

5.1.4 Unable to Report to Work: In the event an officer is unable to report to work, the officer shall notify the Department as soon as possible, but in no event less than forty-eight (48) hours prior to their scheduled shift, except for events which shall include but not limited to primary employment, family illness, and other similar circumstances which may be required to be documented by the Department.

5.1.5 Failure to Provide Minimum Availability: In the event an officer fails to provide the minimum availability as required and thereafter, following notice of such neglect served by mail prior to the first day of the subsequent month, again fails to provide such availability unless excused by the Chief, the Town may terminate such officer's employment. At least fifteen days prior to such termination, the Town shall serve a notice by certified mail, advising the officer of the opportunity to request a hearing pursuant to Article 12 of this Agreement commencing with Step 2. Such request shall be in writing.

5.1.6 Voluntary Changes: An officer shall be permitted to switch their work schedule with another officer only with the consent of the Chief. No switches will be permitted which would require payment of overtime.

5.2 Shift Assignment

5.2.1: All shift assignments shall be assigned in an equitable basis.

5.3 Call-in and Overtime

5.3.1 In the absence of other objective criteria, seniority shall be applicable in the availability of call-in and overtime.

5.4 Emergency Holdover

5.4.1 In the event a state of emergency is declared, pursuant to law, the officer(s) working whose tour of duty is scheduled to end, may be required to be held over and continue to work during the emergency by the Chief or Town. However, if the officer's primary employment requires him/her to report for work, the officer shall not be required to remain on duty. In the event the officer can remain working after the officer's scheduled tour of duty during the emergency defined herein, that officer retains the right to contact another officer who is not scheduled to work, or called in by the Chief or Town, to relieve him/her from continuing to work during the emergency. In no event shall the officer(s) who continue to work past his/her scheduled tour of duty into the emergency be required to remain more than six hours past their scheduled tour of duty they were working.

6 COMPENSATION

6.1 Hourly Rate of Pay

6.1.1: The schedule set forth below will be the applicable schedule for the period January 1, 2004 through December 31, 2007, which reflects increases of:

2% on January 1, 2004, 2% on July 1, 2004,
2% on January 1, 2005, 2% on July 1, 2005,
2.5% on January 1, 2006, 1.5% on July 1, 2006,
2.5% on January 1, 2007, 1.5% on July 1, 2007.

Step	Years of Service	1-1-04	7-1-04	1-1-05	7-1-05
1	Start through Three Years	\$14.38	\$14.67	\$14.96	\$15.26
2	Start of Four Years and Above	\$14.92	\$15.22	\$15.52	\$15.83
Step	Years of Service	1-1-06	7-1-06	1-1-07	7-1-07
1	Start through Two Years	\$15.64	\$15.88	\$16.28	\$16.52
2	Start of Three Years and Above	\$16.23	\$16.47	\$16.88	\$17.13

6.2 Overtime Payment and Compensation

6.2.1 Definition: Work in excess of forty hours in any workweek (as defined in 5.1.2, above) shall be considered overtime.

6.2.2 Authorization: Overtime shall be authorized whenever practical, in advance, by the Chief, unless there is an emergency situation rendering it necessary.

6.2.3 Overtime Rate: The Town agrees to pay overtime to all unit members at the rate of one and one-half times the officer's applicable hourly rate. Overtime shall be calculated and paid in one-quarter hour increments as follows:

1 through 15 minutes – one-quarter hour
16 through 30 minutes – one-half hour
31 through 45 minutes – three-quarters hour
46 through 60 minutes – one hour

6.3 Call-In Pay

6.3.1 Rate of Pay: Any officer who is called in and reports to work when not regularly scheduled to work shall be guaranteed a minimum of two hours of pay to be compensated at the regular rate of pay. Any officer who appears for court in connection with police related matters, when not scheduled on patrol duties, shall be guaranteed a minimum of three hours of pay, to be compensated at the employee's hourly rate of pay.

6.3.2 Call-In on Holidays: This guarantee shall also apply to officers on a holiday enumerated in Article 7 – Holidays, for the appropriate Holiday wage.

7 HOLIDAYS

7.1 Designated Holidays

7.1.1: All holidays enumerated below shall be celebrated on the actual day of that Holiday, unless stated otherwise herein. An officer who works on a holiday, or any part thereof, shall be paid at one and one-half or twice the officer's regular hourly rate of pay as set forth below:

Effective January 1, 2004

1. New Year's Day (1.5X)
2. President's Day (1.5X)
3. Memorial Day (1.5X)
4. Independence Day (1.5X)
5. Labor Day (1.5X)
6. Thanksgiving Day (2X)
7. Christmas Day (2X)

Effective January 1, 2006

1. New Year's Day (1.5X)
2. President's Day (1.5X)
3. Memorial Day (2X)
4. Independence Day (2X)
5. Labor Day (2X)
6. Thanksgiving Day (2X)
7. Christmas Eve (1.5X)
8. Christmas Day (2X)
9. New Year's Eve (1.5X)

Effective January 1, 2005

1. New Year's Day (1.5X)
2. President's Day (1.5X)
3. Memorial Day (1.5X)
4. Independence Day (2X)
5. Labor Day (2X)
6. Thanksgiving Day (2X)
7. Christmas Eve (1.5X)
8. Christmas Day (2X)

Effective January 1, 2007

1. New Year's Day (2X)
2. Martin Luther King's Birthday (1.5X)
3. President's Day (1.5X)
4. Memorial Day (2X)
5. Independence Day (2X)
6. Labor Day (2X)
7. Thanksgiving Day (2X)
8. Christmas Eve (2X)
9. Christmas Day (2X)
10. New Year's Eve (2X)

8 UNIFORMS AND EQUIPMENT

8.1 Uniforms and Equipment

8.1.1 Initial Issue: Upon hire, all officers shall purchase the required uniforms and equipment as set forth in Schedule "A" attached hereto and made a part of this agreement, except weapon, holster, and bulletproof vest, at the expense of the officer. Reimbursement for uniform(s) shall be made by the Town to the officer after one year of service, upon submission of vouchers and receipts. In the event the Town or Chief require additional uniforms and/or equipment as set forth in Schedule "A" and/or Schedule "B", the Town shall provide, at no cost to the officer, those articles. Thereafter, those articles shall become part of Schedule "A" and/or Schedule B.

8.1.2 Replacements: The Town shall replace all uniforms and equipment due to damage occurring in the line of duty.

8.1.3 Allowance: All officers shall receive an annual reimbursement allowance for maintenance and normal wear and tear-replacement of uniforms as follows:

2004	2005	2006	2007
\$190	\$195	\$200	\$205

All officers shall receive an annual reimbursement allowance for cleaning and normal wear and tear replacement of uniforms as set forth above. An officer in their first year shall not be entitled the amounts set forth herein and would be pro-rated for the remaining part of that year. (Example, an officer hired on July 1, 2005 would be entitled to \$97.50 for the rest of 2005 and the full amount on January 1, 2006.)

8.1.4 Replacement Procedure: All reimbursements to be made five business days after audit of proper voucher by the Town.

8.2 Personal Property

8.2.1 Reimbursement: In the event an officer suffers a loss of any personal property while on duty, such as a watch or prescription eyeglasses, the officer shall be reimbursed up to a maximum of one hundred dollars (\$100) for each occurrence. Such reimbursement is conditioned upon the loss being reported prior to coming off duty, as well as a proper voucher being submitted within thirty calendar days.

9 RETIREMENT

9.1 Plan

9.1.1: The Town shall adopt and implement Section 384-d of the New York State Police and Fire Retirement System on or before June 30, 2005.

10 EMPLOYEE RIGHTS

10.1 Seniority

10.1.1 Date of Hire: Seniority shall commence on the date of hire with the Town of Plattekill Police Department.

10.2 Layoff and Recall Procedure

10.2.1 Lay-off or Reduction: The Town agrees that in the event of a lay-off or reduction in the bargaining unit, the officer(s) with the least seniority, based on Section 10.1 above, shall be the affected officer(s). The Town shall provide the affected officer(s) with a minimum of at least fourteen calendar days written notice prior to the lay-off or reduction at the officer(s) address on file with the Town.

10.2.2 Recall: The Town agrees that the officer(s) who have been affected by Section 10.2 above shall be canvassed first for re-employment based on Section 10.1 above. The Town shall canvass the officer(s) via certified mail, with return receipt, to the address on file with the Town. In the event the officer(s) do not respond to the Town's canvass letter within fourteen calendar days after receipt, either in person or in writing that they accept the position, the officer shall forfeit his/her rights under this section. The recalled officer shall be reinstated with all seniority rights and pay as if he/she never left Town service.

10.3 Personnel File

10.3.1 Employee Access: An officer shall be entitled to review the officer's personnel file, maintained at the Police Department, in the presence of the Chief, upon five business days' notice. An officer shall be entitled to copies of items therein, not previously provided, at the Town's expense. The officer shall be required to initial and date the items reviewed in a place that shall not cause the item to be illegible.

10.3.2 Content: No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records shall be placed into an officer's personnel file until such time as the officer had an opportunity to read same and to provide a response to be filed therewith. The officer shall have the right to respond to any item intended to be placed into the officer's personnel file that is adverse to them and made a part of the file. The officer maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through the Article 12 Grievance Procedure.

11 DISCIPLINARY PROCEDURE

11.1 Preface

11.1.1 Section 75 or Alternative Procedure: The Town shall provide the Disciplinary Procedure as set forth in Section 75 of the New York State Civil Service Law to all officers who are the subject of Disciplinary Charge(s). The Town may offer the officer the option of utilizing the alternative Disciplinary Procedure set for the herein.

11.1.2 Reports of Accusations: Whenever any person makes accusations or information is received that an officer has violated any rule, regulation or order of the Department, the Chief shall be notified.

11.2 Disposition by the Chief

11.2.1 The Chief may dispose of the matter by:

A. A determination that no action is warranted and that the matter is closed. The Chief will so inform the accused member, in writing, and thereafter, shall forward the complete report together with the final adjudication to the Town Board; or

B. A determination that, in the Chief's judgment, the penalties that the Chief can impose would not be adequate punishment for any violation of the Rules and Regulations as reported to the Chief. Upon such determination, the Chief shall forward the complete report to the Town Board; or

C. A determination that, in the Chief's judgment, the penalties that the Chief can impose as Chief will be adequate punishment for any violation of the Rules and Regulations. Upon such determination, the Chief shall proceed as follows:

1. The Chief shall cause the accused member to appear before the Chief, advising the member of the member's right to be represented, if desired, and shall inform the member of the following:

a) The Chief's decision to dispose of the matter.

b) The penalties that the Chief can impose upon a finding of guilty, which penalties shall be limited to:

1) A letter of censure or reprimand, and/or

2) A fine to be expressed by removal from the schedule for no more than eight hours.

3) An adjournment of the matter for a period not exceeding ninety calendar days. It is understood that the total combined time from when the Administration became aware of the matter and the end of the adjournment period will not exceed one hundred and ten calendar days. The adjournment must be for a definite period of time and must include: conditions to be met and the proposed action that will be taken if those conditions are not met. At the end of the adjournment period, if all conditions have been met, the member will be notified, in writing, that the matter is dismissed. If the member has not met the conditions of the Adjournment, the member will be advised, in writing, and the previously proposed action will be instituted.

- c) The member's right to an "Informal Inquiry", to be conducted by the Chief resulting in an adjudication of both the question of guilt and the penalty, if any, to be imposed.
- d) The Chief's proposed penalty, if the member is found guilty of the alleged violation.
- e) That if the member desires "Informal Inquiry" and adjudication by the Chief, the member must execute, in writing, the member's consent to have the matter adjudicated by the Chief and, if determined to be guilty, the member's willingness to accept the punishment proposed by the Chief.

11.2.2 No Informal Inquiry: If the accused member does not desire "Informal Inquiry" and adjudication by the Chief or does not execute, in writing, such consent, the Chief may forward the completed report to the Town Board.

11.2.3 Informal Inquiry Procedure: Upon the execution of such consent by the accused member, the Chief shall conduct an "Informal Inquiry", after which the Chief shall make a final adjudication to include a finding of any violation of the Rules and Regulations sustained and if none is proven the Chief shall so find, the matter will be closed, and the accused member shall be so advised in writing. Upon a finding that a member in violation of the Rules and Regulations, the Chief can impose the penalty previously explained to the member and will so advise the accused member. The Chief shall forward a complete report to the Town Board.

11.2.4 Request to Expunge Discipline: One year after an "Informal Inquiry" has been conducted by the Chief, the member may request of the Chief, in writing, that any documentation related to that "Informal Inquiry" be removed from the member's personnel file. Within seven calendar days, the Chief will approve or deny the request, in writing. If approved, all documentation will be given to the member for destruction, if denied, the member may appeal within seven calendar days to the Town Board. Upon receipt of an appeal, the Town Board will make a determination within thirty calendar days and advise the member and Chief of the member's decision in writing. If the Town Board rules that the items should be removed, they will direct the chief to turn the documentation over to the member for destruction. If denied, they will advise the member and Chief, in writing, and the documents will remain in the file until the automatic purge date as indicated below.

11.2.5 Automatic Expunging of Discipline: Eighteen months after documentation resulting from an "Informal Inquiry" handled by the Chief is placed in a member's personnel file, it will be automatically purged and turned over to the Member for destruction provided: a) during the eighteen month period, the member has not been found guilty of any other disciplinary charges, and b) no disciplinary charges are then currently pending against the member.

11.2.6 Appeal of Informal Inquiry: A member shall have the right to appeal the determination of an “Informal Inquiry” only if new evidence, not available or considered at the time of the original determination is developed that would serve to mitigate the actions of the member involved.

11.3 Formal Disciplinary Charges

11.3.1 Disposition by the Town Board: When the Town Board receives a report from the Chief involving accusations against a member that does not contain a final adjudication by the Chief, the Town Board may dispose of the matter by:

A. A determination that no action is warranted and that the matter is closed. The Chief and the accused member will be so informed, in writing.

B. A determination that the allowable action by the Chief is insufficient.

1. The Town may offer and the officer may then elect to either accept punishment from the Town Board or as stated herein, Section 11.3.1 B1 a & b or to go before a neutral Hearing Officer pursuant to Section 11.3.1 C below, in lieu of going to a hearing under Section 75 of the Civil Service Law.

a) Removal from the schedule for a period not to exceed twelve hours.

b) The officer will be advised by the Town Board of the number of days, prior to electing to accept such punishment.

C. A determination that “Formal Disciplinary Charges” will be preferred by the Chief against the member and that such disciplinary procedure shall be in accordance with Article V, Title B, Section 75 of the Civil Service Law of the State of New York.

1. Penalties and Procedures provided by such statute will apply.

2. The Town waives its right to hear these charges or appoint a Hearing Officer and both parties hereby agree that a neutral Hearing Officer shall hear the charges and determine the penalty.

3. The Hearing Officer shall be chosen from a list of names mutually agreed upon between the parties, to serve as neutrals, on a rotating basis. A Hearing Officer listed may be replaced upon mutual consent of the parties.

4. The Board agrees to abide with the recommended penalty of the Hearing Officer, unless the Board finds the penalty excessive and chooses to impose a lesser penalty permitted by statute.

5. Time on suspension without pay, not to exceed thirty calendar days, pending determination of such charges will be counted in any adjudication of such charges. A member found "Not Guilty" of the charges shall be reimbursed for all salary lost during the period of the suspension. Lost wages which directly result from procedural delays requested by the accused member will not be reimbursed.

6. The cost of the stenographer and transcripts of the hearing shall be borne by the Town.

D. Limitations

1. No disciplinary charge may be preferred against an officer if the Board or Administration has knowledge of the alleged act or conduct more than eighteen months prior to the date the officer is notified that disciplinary action is proposed, unless the alleged action conduct would, if proven, constitute a crime under any provision of the New York State Law.

2. The procedure as set forth in Article 11 of this contract shall be the exclusive remedies for disciplinary action.

3. It is understood and agreed that if the Administration has any reason to orally reprimand an officer, it shall be done in a manner that will not unduly embarrass the officer before other officers or the public, and that all discipline shall be applied in a progressive manner.

E. It shall be the duty of each officer to cooperate fully and completely with an investigation of the proper performance of the officer's duties or of any complaints made against the officer. For the purpose of this Agreement, "complaint" shall mean a general expression of concern and "investigation" shall mean an examination of facts which may result in disciplinary action.

F. Each officer shall be entitled to the following rights and privileges relative to an investigation:

1. The officer shall not be interrogated relative to any specific charge unless the officer is advised of the nature and source of the charge and whether the officer is being interrogated as a witness or as a subject of a possible disciplinary action.

2. In the event an officer is the subject of possible disciplinary action, the officer shall not be disciplined for failure to answer any questions unless the officer is afforded a reasonable opportunity to consult an attorney and/or union representative.

3. All interrogations relative to complaints shall be conducted in a reasonable manner.

4. The officer shall be advised of the termination and outcome of any disciplinary investigation against him.

5. The officer shall be entitled to respond to the investigating authority to any complaint made against him and shall be given opportunity to do so regardless of whether disciplinary action is taken.

12 GRIEVANCE PROCEDURE

12.1 Definitions

12.1.1 Grievant: "Grievant" shall mean an officer, group of officers, or the PBA acting on behalf of same, alleging to have a grievance.

12.1.2 Grievance: "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

12.1.3 Business Day: "Business Day" shall mean Monday through Friday, excluding Holidays.

12.2 General

12.2.1 Each Grievant shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.

12.2.2 The grievance shall be submitted to the Chief, in writing. A written response is required of the Chief hereunder and shall be returned to the Grievant involved and/or the PBA for their response. In the event the written response is unsatisfactory from the Chief, the grievance shall be appealed to the Town Board. A written response is required from the Town Board and shall be returned to the Grievant. In the event the Town Board's written response is unsatisfactory, the grievance may be appealed to arbitration.

12.2.3 Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this agreement which the Grievant(s) claim(s) to have been violated.

12.2.4 Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Town and PBA enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

12.2.5 A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand, but only if it is stated as retroactive in the settlement or award.

12.2.6 The grievance and arbitration procedure provided for herein, shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the parties.

12.2.7 Failure by the Town of the Grievant to meet the various time requirements specified herein shall result in either advancing or terminating a grievance, as the case may be, unless an extension of time has been mutually agreed upon by both parties.

12.3 Procedure

Step One - Chief: A Grievant shall present the grievance in writing to the Chief. The Chief shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the Grievant(s). The Chief shall issue a written decision to the Grievant(s) by the end of the tenth business day after receipt of the grievance.

Step Two – Town Board: If the Grievant(s), is unsatisfied with the decision of the Chief, such party may, within five business days of receipt of such decision, request a hearing by the Town Board who will hear the grievance within thirty business days of such request and render a decision at the next regularly scheduled Board Meeting following the hearing, at least fourteen calendar days but no more than thirty calendar days from the conclusion of such hearing.

Step Three – Arbitration: In the event the Grievant wishes to appeal an unsatisfactory decision at Step 2, only the PBA may submit a demand for arbitration to the Town Supervisor and Town Board within fifteen business days from receipt of the Step 2 decision. The parties mutually agree to three members to be appointed to the arbitration list. The parties reserve the right to mutually agree to name a replacement to the respective list at any time upon written notice of request to change. The panel members shall appear on the list in alphabetical order and shall rotate and be available within sixty calendar days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member who can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to either use the panel member that was scheduled next, or the panel member whose schedule is available on the earliest date possible.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion, which are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

13 GENERAL PROVISIONS

13.1 General Municipal Law Section 207-c

13.1.1 Application: All officers covered by this collective bargaining agreement who become injured or ill in the performance of their duties shall be eligible for benefits of Section 207-c of the General Municipal Law. Payments under Workers' Compensation shall be provided in accordance with the provisions of said law.

13.1.2 Calculation: For the purpose of applying Section 207-c of the General Municipal Law, "regular salary or wages" to be paid by the Town to that employee who is injured or who becomes ill in the performance of duty shall be based upon the average number of hours per week worked during the year (52 weeks) immediately preceding the injury and/or illness.

13.2 Personal Vehicle Usage

13.2.1 Mileage Allowance: An officer required and authorized by the Chief to use the officer's personal car for Town use shall be reimbursed, via a separate check, at the Town mileage rate.

13.3 Other Employment

13.3.1 Outside Employment: The officer(s) are entitled to other employment, including another police officer position. The officer(s) shall provide the Chief of Police, in writing, with the other employment and changes as they occur, which shall not include his/her primary employment.

13.3.2 Use of Town Equipment: Any issued Town property shall not be used by an officer except in the performance of the officer's duties for the Town.

14 APPLICATION OF AGREEMENT

14.1 Duration and Continuation of Agreement

14.1.1 Duration: This collective bargaining agreement shall be effective from January 1, 2004 through December 31, 2007, unless otherwise agreed to by the parties.

14.1.2 Continuation of Agreement: In the event this Agreement expires and there has been no successor agreement negotiated or compulsory interest arbitration award written, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or compulsory interest arbitration award alters any other terms and conditions of employment.

14.2 Separability

14.2.1: In the event that any provision of this collective bargaining agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any other provisions of this agreement, it being the express intent of the parties hereto that all provisions not declared invalid shall remain in full force and effect. In that event, the parties shall meet and negotiate the impact of the provisions(s) of this collective bargaining agreement that were declared invalid.

14.3 Legislative Action

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

14.4 Distribution of Agreement

14.4.1: The Town shall print copies of this collective bargaining agreement and provide one copy to each officer. A newly hired officer shall receive a copy upon being hired. Each officer shall sign an acknowledgement of receiving a copy of the collective bargaining agreement.

14.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on May __, 2005.

Town of Plattekill

Police Benevolent Association, Inc.

Lawrence Cavazza
Town Supervisor

Willard Sutton
President of the PBA

Michael A. Richardson
Labor Relations Consultant

Schedule A

UNIFORMS AND EQUIPMENT

- 2 long sleeve shirts
- 2 short sleeve shirts
- 3 pair of all season pants
- 1 clip-on tie
- 1 prowler type winter coat
- 1 hat with shield
- 1 rain cover for hat
- 1 bulletproof vest
- 5 Town of Plattekill patches
- 5 U.S. Flags
- 2 sets of collar brass
- 2 police breast shields
- 1 weapon and holster
- 1 ammo/handcuff case
- sufficient ammunition for maximum capacity of weapon

All unit members shall receive additional uniforms and equipment as required by the Town at no cost to the unit member. Any and all such additional uniforms or equipment required shall become part of this minimum Schedule "A" or Schedule "B" where appropriate, for issue to existing and new unit members.

Schedule B

UNIFORMS AND EQUIPMENT Available for General Use

Raincoats	sufficient availability in appropriate sizes
Handcuff with key	several available for general use
Nightstick with holder	several available for general use
Flashlight with batteries	several available for general use

All unit members shall receive additional uniforms and equipment as required by the Town at no cost to the unit member. Any and all such additional uniforms or equipment required shall become part of this minimum Schedule "A" or Schedule "B" where appropriate, for issue to existing and new unit members.