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Contract Database Metadata Elements

Title: **Clay, Town of and Town of Clay Police Benevolent Association (2004)**

Employer Name: **Clay, Town of**

Union: **Town of Clay Police Benevolent Association**

Local:

Effective Date: **01/01/04**

Expiration Date: **12/31/05**

PERB ID Number: **7317**

Unit Size: **17**

Number of Pages: **25**

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AGREEMENT
BETWEEN THE
TOWN OF CLAY
AND
THE CLAY POLICE BENEVOLENT
ASSOCIATION

FOR YEARS: 2004 and 2005

RECEIVED

JUN 23 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

An Agreement made this 23 day of June 2004, between the **TOWN OF CLAY** (hereinafter referred to as the "Town") and **THE TOWN OF CLAY POLICE BENEVOLENT ASSOCIATION** or **THE TOWN OF CLAY POLICE BENEVOLENT ASSOCIATION, INC.**, (hereinafter referred to as the "Association").

The Town and the Association recognize the common interest in the public service of the Town of Clay, beyond their collective bargaining relationship, and pledge to strive together to insure the highest quality of service to the people of the Town of Clay, and it is with these goals in mind that they have entered into this collective agreement.

This Agreement establishes the terms and conditions of employment and provides a framework for constructive resolution of disputes that may arise concerning those terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises set forth, the parties hereto agree with each other as follows:

ARTICLE 1

AGREEMENT SCOPE

1. This Agreement constitutes the entire agreement between the Town and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this Agreement, the Town and the Association have considered all matters lawfully subject to collective negotiations.

2. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired; but

the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

3. Neither the Town nor the Association shall be required to negotiate a renewal of the collective bargaining agreement prior to one hundred eighty (180) days before the termination of this Agreement.

4. It is the policy of the Town and the Association that the provisions of this Agreement shall be applied to all employees without regard to age, race, color, religious creed, national origin or sex.

5. Whenever the terms: employees, full-time employees, member, police officer and patrolman are used in this Agreement, they shall be synonymous and mean one and the same thing to each other, and shall mean persons employed on a full-time basis.

ARTICLE 2

ASSOCIATION STATUS

1. The Town hereby recognizes the Association as the exclusive representatives for all employees in the defined bargaining unit. The bargaining unit shall include all employees of the Town of Clay Police Department who have or who are working toward Civil Service certification. The Commissioner of Public Safety, part-time Crossing Guards, Court Bailiffs, Dispatchers and Clerk Typists are not included in this bargaining unit.

2. Pursuant to Section 208.2 of the Public Employees Fair Employment Act, as amended, the Town hereby grants the Association unchallenged representation status for the maximum period provided under the Act.

3. The Association hereby agrees that it will not engage in any strike or other form of work stoppage or refusal by employees to perform assigned duties nor will it cause, instigate, encourage or condone a strike or other form of work stoppage or refusal by employees to perform assigned duties.

ARTICLE 3

MANAGEMENT RIGHTS

Except where expressly limited by a specific provision of this Agreement, the Commissioner of Public Safety, with the approval of the Town Board, shall have the sole and exclusive right to direct and manage the Department of Police including, but not limited to, the following rights: to determine the size, composition, and organization of the Department and any sub-units therein; to determine the hours of work and work schedules; to determine what work is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignments and the job duties; to determine the Rules and Regulations governing the Department; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all Departmental operations are to be conducted; to determine reasonable standards of performance; and to determine practices and procedures for the efficient, disciplined and orderly operations of the Department; and from time to time to change any or all of the above determinations.

ARTICLE 4

BILL OF RIGHTS

1. Members of the Town of Clay Police Department hold a unique status as public officers in that the nature of their office and performance of their duties involve the exercise of a portion of the police power of the State.

2. The security of the community and its citizens depends to a great extent upon the manner in which members perform their manifold duties. The performance of such duties involves those members in all manner of contacts and relationships with the public.

3. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigations by

superior officers designated by the Commissioner of Public Safety, or other competent authority.

4. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules of procedure hereby are established:

- a. The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours, unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the members' tour of duty shall be employed.
- b. The interrogation shall take place at a location designated by the investigating officer.
- c. The member of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and the identity of all persons present during the interrogation.
- d. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Department being interrogated is a witness only, he shall be so informed.
- e. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- f. The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.
- g. In all cases wherein a member is to be interrogated concerning an alleged violation of the Rules and Regulations of the Department which, if proven, may result in his dismissal from the service or the infliction of other disciplinary punishment upon him, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the PBA before being interrogated. An attorney of his choosing and/or a representative of the PBA may be present during the interrogation, but may not participate in the interrogation except to counsel the member.

However, in such cases, the interrogation may not be postponed for purpose of counsel and/or a representative of the PBA past 10:00 A.M., of the day following notification of interrogation.

- h. Requests for consultation and/or representation of the recording of questioning in administrative investigation shall be denied unless sufficient reasons are advanced.
- i. The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questions shall be noted in the record.
- j. If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda decision.
- k. Under the circumstances described in paragraph "g", the member shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or steno graphically recorded, the member shall be given a copy of such recording or transcript if requested by him.
- l. The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

5. No member shall be ordered or asked to submit to a Polygraph (lie detector) test for any reason. Such test may be given if requested by the member.

6. No member shall be ordered or asked to submit to a blood test, a Breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason, except as may be provided otherwise by specific, statutory law. Such test may be given if requested by the member.

ARTICLE 5

WORK SCHEDULE

1. Road Patrol Officers shall have a working schedule commonly known as a 5/2, 4/2 schedule (i.e., a work cycle of five (5) days on, two (2) days off and four (4) days on, two (2) days off). The Town or its designee shall not require such officer to work on any "off" days without overtime compensation, pursuant to the terms of the collective

bargaining agreement. A revised work schedule may be adopted under the terms of the proposed contract upon mutual written consent of the Commissioner of Public Safety and the PBA. Such an agreement is strictly contingent upon no interruption in the customary level of service to the Town of Clay. Such an agreement shall also be strictly contingent upon no change in the 2080 hours used to calculate hourly rates of pay, regardless of hours worked. Any such agreement must be presented to the Commissioner of Public Safety in draft prior to approval.

2. Road Patrol Officers will be scheduled pursuant to Section 1 of the same shift for an entire month. A "Shift" is defined as 'A' Shift (11 PM – 7 AM), "B" Shift (7AM – 3PM), "C" Shift (3PM – 11 PM).

3. Road Patrol Officers will be given at least seven (7) days advance notice of the following month's work schedule.

ARTICLE 6

COMPENSATION RATE

1. Effective January 1, 2004, (retroactive to that date) and through the last payroll period in December 2005, all bargaining unit employees will receive a 3% pay increase annually. The retroactive 3% increase for 2004 shall be paid immediately after the execution of this agreement, and the 2005 increase shall be effective January 1, 2005.

2. Each member of the unit will receive longevity pay of Three Hundred Fifty (\$350.00) Dollars after five (5) years consecutive service in the Town of Clay Police Department, and an additional increment of Three Hundred Fifty (\$350.00) Dollars for each succeeding five (5) year period. Each member shall receive credit for time already served with the Town, but this increase in pay shall not be retroactive. Longevity increments shall become payable on a pro-rata basis as of the anniversary date of employment.

3. Each member of the unit will receive an additional eighty (.80) per hour for any hours worked between 3 PM and 7AM. The only exception to this section is work being performed and compensated at overtime.

4. For purposes of computing an employee's "regular hourly rate of pay" under the terms of this Agreement, each employee's annual salary as reflected herein (Article 6, Section 1 – Base Compensation plus Article 6, Section 2 – Longevity), shall be divided by two thousand eighty (2,080) hours.

5. The term "Patrolman", for the purpose of this Article, shall include employees who are assigned to perform the duties of detective, investigator, youth officer or other similar assignments and who have not contained the rank of Sergeant.

6. The amount of compensation designated as an "Entry Minimum" shall be the rate paid to all individuals hereinafter hired by the Town for positions within the bargaining unit who have less than one (1) year of accredited Police Civil Service seniority at the time of hiring.

7. In the event of the promotion of an employee within the bargaining unit during the term of this Agreement, his salary shall be pro-rated at the higher salary schedule specified in Section 1 hereof, as of the effective date of said promotion.

8. The Town will extend to members of the bargaining unit the preferred compensation program made available to other employees of the Town.

ARTICLE 7

UNIFORM ALLOWANCE

1. The Town shall, at its own expense, furnish an initial issue of necessary uniforms, clothing and other equipment to employees receiving a permanent appointment to the Police Department. Those items shall be:

- a. Firearm.
- b. Ammunition
- c. Leather equipment, including holster and utility belt
- d. Shield and name plate
- e. Baton

- f. Uniform hat – both Stetson and winter
- g. Insignia of rank and departmental emblems
- h. Shoulder patches
- i. Winter jacket
- j. Black shoes
- k. Boots and galoshes
- l. Raincoat
- m. Three (3) shirts
- n. Three (3) trousers
- o. Handcuffs and case
- p. Pepper spray
- q. Ticket book
- r. Rain gear

Any changes, additions or modifications to the initial issue shall be at the expense of the Town.

2. Every full-time uniform officer shall be authorized an allowance of Five Hundred Twenty-Five (\$525.00) Dollars, to be used for cleaning and maintaining his duty uniform and/or for replacement of all or part thereof. Officers shall submit invoices from vendors to the Town of Clay Comptroller, either for direct payment to the vendor or reimbursement to the officer.

3. Every full-time plainclothes officer, as specified in a side letter of agreement, shall be authorized an allowance of Seven Hundred (\$700.00) Dollars to be used for cleaning and maintenance. Officers shall submit invoices from vendors to the Town of Clay Comptroller, either for direct payment to the vendor or reimbursement to the officer.

4. Police officers may procure one (1) additional shield, the cost of which shall be deducted from the officer's uniform allowance.

5. The Town shall replace or repair the uniforms of unit employees damaged or destroyed while said employees acted in line of duty or, in the alternative, compensate said employees for such damages.

ARTICLE 8

VACATIONS

1. All full-time employees within the bargaining unit, regardless of date of employment, shall be entitled to a vacation with pay in accordance with the following provisions:

- a. At the end of the first six (6) months of continuous duty on an initial assignment with the Town of Clay Police Department, each full-time employee shall be granted seven (7) consecutive working days of paid vacation.
- b. At the end of the first and each subsequent year of continuous duty with the Town of Clay Police Department, each full-time employee shall be granted twelve (12) consecutive working days of paid vacation.
- c. After five (5) years continuous duty, each full-time employee shall be entitled to fourteen (14) consecutive working days of paid vacation.
- d. After eight (8) years continuous duty, each full-time employee shall be entitled to fifteen (15) consecutive working days of paid vacation.
- e. After ten (10) years continuous duty, each full-time employee shall be entitled to sixteen (16) consecutive working days of paid vacation.
- f. After twelve (12) years continuous duty, each full-time employee shall be entitled to seventeen (17) consecutive working days of paid vacation.
- g. After fifteen (15) years continuous duty, each full-time employee shall be entitled to seventeen (23) consecutive working days of paid vacation.

2. Every full-time employee who holds the rank of either Sergeant or Lieutenant shall be entitled to one (1) additional paid vacation day each year in addition to normal vacation entitlement set forth hereinabove.

3. Thomas M. Bottar and Richard L. Schad shall be entitled to twenty-eight (28) days of paid vacation.

4. Vacation shall be taken in accordance with vacation schedules approved by the Commissioner of Public Safety. Subject to the approval of the Commissioner of Public Safety, up to five (5) days of vacation may be used in one day increments consistent with

the provisions for requesting personal leave. Also subject to the approval of the Commissioner of Public Safety, up to five (5) days of vacation may be carried over to the next calendar year. Vacation time carried over into the next year, cannot be carried over more than one year, and carried over time may not accumulate from year to year. All transfers shall be entitled to carry over a maximum of 10 days of either sick or vacation time, or any combination of each.

5. Prior service in departments other than the Town of Clay Police Department will not be considered for purposes of computing vacation time credit.

6. Employees terminating service with the Town of Clay Police Department for other employment shall be entitled to receive accrued vacation pay, which pay shall be pro-rated on a monthly basis.

7. Vacation may be taken during all fifty-two (52) weeks of the year at the request of the Police Officer. In case of conflicting requests, the officer with seniority shall prevail. During the period December 15th to January 2nd, vacation shall be taken on a rotating basis from year to year; thereby allowing all members to have vacation during that period regardless of seniority.

HOLIDAYS

Every full-time employee of the bargaining unit shall be authorized twelve (12) paid holidays during the calendar year and shall receive holiday pay in one sum on the first pay period of December, which sum shall be calculated at the regular hourly rate of pay, as specified in Article 6 hereof.

SICK LEAVE

1. All employees of the Town of Clay Police Department shall accumulate sick leave rights at the rate of one (1) day per month of employment up to a maximum of one hundred twenty (120) days. Each employee who was with the Department as of January 1st, 1978 commenced such year with thirty (30) days sick leave and was entitled to accrue one (1) day additional sick leave for each month of employment during 1978 and 1979,

and may under the provisions of this Agreement accrue up to a maximum of one hundred twenty (120) days sick leave. Each employee who went into service with the Department subsequent to January 1st, 1978 is entitled to sick leave at the rate of one (1) day per month of employment up to the maximum accumulation stated above.

2. When incapacitated for work by reason of personal illness or injury, each employee shall be entitled to compensation at his currently effective rate of compensation for each working day of such incapacity for which he has an accumulated day of sick leave up to the maximum accumulation, except those cases where benefits are received under the Workers' Compensation Law. Sick leave days shall be counted as time worked for payroll purposes, but shall not be included in the computation of overtime pay.

3. Up to four (4) days of sick leave available annually may be used for family illness of an employee's parent, spouse, child or sibling.

4. An employee is entitled to convert up to twenty-five (25) days of accumulated sick leave at One Hundred (\$100.00) Dollars per day upon retirement from the Town of Clay. To be entitled to this sick leave conversion the employee must meet all of the following eligibility requirements:

- a. Have a minimum of 12 years Town of Clay service.
- b. Have a minimum of 90 days of accumulated sick leave as of the effective date of retirement.
- c. Must retire from the Town of Clay pursuant to the provisions of the New York State Police and Fire Retirement System.

It is further understood that this sick leave conversion provision (Article 8, SICK LEAVE, Section 4) will expire effective December 31, 2005 and will not continue beyond the expiration date of this Agreement which is December 31, 2005, notwithstanding Section 209(a)1(e) of Article XIV of the Civil Service Law.

BEREAVEMENT AND PERSONAL LEAVE

1. Full-time employees shall be permitted a maximum of three (3) days bereavement leave without loss of pay or other benefits for the death of a parent, wife, child, brother or sister, provided that prior approval of such leave is received from the Commissioner of Public Safety or his designated representative.

2. Full-time employees will be permitted one (1) day of bereavement leave without loss of pay or other benefits for the death of a present grandparent or present parent-in-law.

3. Extensions of bereavement leave for a period beyond three (3) days shall require the prior approval of the Commissioner of Public Safety or, in his absence, the Town Supervisor.

4. Full-time employees will be entitled to four (4) days of personal business leave per year after one (1) year of service. Personal leave must be authorized by the Commissioner of Public Safety upon advanced written notification, when possible, and shall be allowed manpower requirements permitting. Personal leave is considered time off to attend to emergency or personal business matters which requires the personal attention of the employee and cannot otherwise be scheduled outside of the employee's work day. Personal leave is not granted for the purpose of a day off or a holiday. In requesting such leave the full-time employee has no obligation to indicate a reason for such request. Two (2) of the four (4) days may be used at the employee's discretion subject only to pre-approval and manning requirements as determined by the Commissioner of Public Safety.

5. Absence for bereavement leave as herein before authorized shall not be accumulative from year to year, nor shall bereavement leave or personal leave be included when computing overtime pay.

6. At the end of a calendar year unused personal leave, in increments of eight (8) hours, shall be considered as an additional sick leave day, and added to an employee's accumulation thereof.

ARTICLE 9

OVERTIME COMPENSATION

1. The Town agrees to pay overtime compensation to all full-time police officers of the Clay Police Department at time and one-half for all required overtime worked. Overtime shall be computed as follows:

- a. Anything in excess of eight (8) hours in any twenty-four (24) hour period.
- b. Anything in excess of forty-three (43) hours in any workweek.

2. If an officer shall be called in one-half (1/2) hours, or more, prior to his regular shift he shall be paid time and one-half only. If an officer is called back more than one-half (1/2) hour after going off duty he shall be compensated at the rate of time and one-half and guaranteed a minimum of two (2) hours compensation at such rate.

3. Every police officer performing overtime duty shall submit a written report to the Commissioner of Public Safety or his designated representative, at the time when he next reports for duty setting forth the work performed, his claim for the amount of overtime compensation and the circumstances under which said duty was performed.

COURT TIME

Off duty time spent in Court, or waiting to appear thereunder subpoena, shall be fixed at a minimum of two (2) hours pay at time and one-half, and all hours in excess of two (2) hours actually so spent in any one (1) day shall be paid hour for hour at time and one-half; except that if the police officer is scheduled for a Court appearance within two (2) hours of the end of his normal shift, he shall received a minimum of four (4) hours pay at time and one-half, and all hours in excess of four (4) hours so spent in any one (1) day shall be paid hour for hour at time and one-half.

ARTICLE 10

HOSPITALIZATION AND MEDICAL PLAN

1. The Town agrees to maintain the present Major Medical Plan, or one with the same or better benefits ("Local Plan") for the benefit of employees within the Town of Clay Police Department during the term of this Agreement except as modified under Section 4 below. The Town reserves the right to select or change the group insurance carrier, provided there is no substantial reduction in benefits. With regard to Retiree medical benefits, the Town Board may, at their sole discretion, change the medical insurance and/or prescription drug plan at any time. However, it is agreed the plan switched to will be the same as the plan made available to other active employees of the Town.

2. The Town agrees to contribute eighty (80%) percent of the cost of the premium rate of the Local Plan for either individual or family coverage.

3. The Town's contribution toward the cost of individual HMO coverage shall not exceed its dollar contribution toward individual coverage under the Local Plan. The Town's contribution toward the cost of 2-person or family HMO coverage shall not exceed its dollar contribution toward family coverage under the Local Plan. Any additional premium cost over and above the Town's contribution shall be the responsibility of the employee.

4. The Town, in its sole discretion may modify its current prescription drug coverage by increasing to a Five (\$5.00) Dollar prescription drug co-pay or rolling prescription drug coverage into the major medical coverage.

DENTAL PLAN

The Town further agrees to provide a dental plan for the benefit of employees within the Town of Clay Police Department and their dependents. The Town's share of the cost will be fifty (50%) percent with fifty (50%) percent of the expense being borne by the

employees accepting the plan. Any upgrade in the dental insurance plan provided to other Town employees will be offered to members of this bargaining unit.

ARTICLE 11

RETIRED EMPLOYEE MEDICAL INSURANCE

The Town agrees to offer health insurance with prescription drug coverage to eligible full time employees after they retire from the Town employment and are receiving benefits under the New York State and Local Police and Fire Retirement System. All medical benefits under the town plan shall cease after ten (10) years, or when the retiree is eligible for Medicare coverage, whichever is sooner. However, should the ten-year limit occur before the retiree is eligible for Medicare coverage, the retiree may continue medical insurance and prescription drug coverage under the Town plan, provided the retiree pay the full cost of the premiums.

The eligible retiree's spouse may participate in the medical insurance and prescription drug plan, provided the spouse was covered under the Town's medical insurance plan on the retiree's benefit last date of employment with the Town. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue to participate in the medical insurance and prescription drug plan until the spouse meets the eligibility criteria for Medicare coverage or for a period of ten (10) years. In no event will the Town's obligation to provide coverage under this paragraph extend more than a ten (10) year period. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA laws and rules.

Eligibility: Prior to January 1, 2005 and until January 1, 2005, a retiree must meet all three of the following requirements to be eligible for medical insurance and prescription drug coverage:

1. The Retiree must be age fifty-five or older.
2. The Retiree must have at least 15 continuous years of service with the Town.
3. The retiree must have been granted a bona-fide retirement benefit from the New York State and Local Police and Fire Retirement System. The

age provision may be waived in cases of a qualified disability under New York State and Local Police and Fire Retirement System, in accordance with Plan documentation.

Premium Payments: Prior to January 1, 2005, retirees with a retirement date of December 31, 2004 or earlier, the Town will pay eighty percent (80%) of the monthly premium for eligible retiree's and their spouse's coverage. The eligible retiree must pay twenty (20%) of the monthly premium for the medical insurance coverage, and, if applicable, one hundred percent (100%) of the additional premium for any additional dependant coverage.

Eligibility: Effective January 1, 2005, a retiree must meet both the following requirements to be eligible for medical insurance and prescription drug coverage:

1. Must have at least fifteen (15) years of continuous service to the Town, but not more than thirty (30) years of continuous service to the Town.
2. Must have been granted a bona-fide retirement benefit from the New York State and Local Police and Fire Retirement System.

For retirees with a retirement date on or after January 1, 2005, the Town will pay eighty percent (80%) of the monthly premium for eligible retiree's and their spouse's coverage. The eligible retiree must pay twenty (20%) of the monthly premium for the medical insurance coverage, and, if applicable, one hundred percent (100%) of the additional premium for any additional dependant coverage. It is understood and agreed that officers with more than thirty (30) years of continuous service to the Town of Clay will not be provided with medical benefits, upon retirement after January 1, 2005.

The retirement medical insurance to be offered by the Town is currently known as Option1 of the Teamsters Retiree's Medical Package. The Town agrees to provide the same or a package with a similar level of coverage. The Prescription benefits for retiree's will be the same as active members.

ARTICLE 12

GRIEVANCE PROCEDURES

1. In order to establish a more harmonious and cooperative relationship between the Town and the employees covered by this Agreement, it is hereby declared to be the purpose of this Article to provide for the settlement of certain differences between said employees and the Town through procedures under which said employees may present grievance, free from coercion, interference, restraint, discrimination or reprisal.

2. Grievance shall mean any claimed violation of the terms of the Agreement violation or misinterpretation, or inequitable application of existing law, rules, procedures, regulations, administrative orders or work rules of the Town of Clay Police Department which relate to or involve employee health, welfare, safety, physical facilities, materials or equipment furnished to employees, supervision of employees; provided, however, that such term shall not include any matter involving an employee's right to compensation in excess of that set forth in this agreement, retirement benefits or disciplinary proceedings.

3. Every employee of the bargaining unit shall have the right to present his grievance to the Town in accordance with the following provisions:

Every grievance shall be reduced to writing and shall include:

- a. The name and position of the grievant.
- b. The provisions of law, rules, procedures, regulations, administrative orders, work rules, or provisions of this Agreement, which is alleged to have been violated.
- c. The time when, and the place where, the events constituting the grievance occurred.
- d. The identity of the party responsible for causing said events.
- e. A general statement of the nature of the grievance and the redress sought by the grievant.

4. The written grievance shall first be submitted to the Commissioner of Public Safety by the grievant or his PBA Grievance Committee representative and a copy of the same shall be forwarded to the Town of Clay Supervisor, within fourteen (14) days from the date grievant knew, or should have known, the alleged grievance occurred.

5. Every effort shall be made by the Commissioner of Public Safety to resolve the grievance within seven (7) days from receipt thereof, and he shall submit a written report of his findings and recommendations to the Town Supervisor within said period of time.

6. In the event that the grievance is not resolved within seven (7) days as provided in five (5) hereof, the grievance shall be forwarded to the Town Supervisor, or his designated representative by the Commissioner of Public Safety. The Town Supervisor shall reduce his decision, containing findings and recommendations, to writing and forward a copy of the same, to the grievant and to the Commissioner of Public Safety within ten (10) business days from receipt of the grievance.

7. In the event that the grievance is not resolved as provided in six (6) hereof, the Town Supervisor shall thereafter refer the grievance to the Clay Town Board for resolution of the same within a two (2) week period from receipt thereof. The Town Board shall also make a written decision containing its findings and recommendations.

8. In the event the grievance cannot be resolved to the satisfaction of the parties concerned, in the matter set forth in paragraphs "5", "6" and "7", either party may submit the grievance to, American Arbitration Association according to the rules thereof, with the cost of the arbitration being borne one-half (1/2) by the submitting party and one-half (1/2) by the other party for binding arbitration.

9. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate supervisory personnel and to have the same informally adjusted. Said informal adjustment shall not be deemed to create a precedent or ruling that shall be binding upon either of the parties to this Agreement in future proceedings.

ARTICLE 13

DISCIPLINARY HEARING

1. Disciplinary action may be instituted against police officers serving in permanent positions in either of two methods:

- a. Negotiated disciplinary procedure.
- b. Through formal procedures under Article V, Title b. Sections 75, 76, and 77 of the New York State Civil Service Law.

2. If the police officer desires an informal inquiry and adjudication by the Commissioner, the police officer must execute, in writing, a consent to have the matter adjudicated by the Commissioner and a waiver of any right of appeal from the Commissioner's adjudication.

3. If Article V of the Civil Service Law is to be utilized, the police officer shall enjoy all the rights and procedures allowed by that Article. The parties will select a hearing officer from among a mutually agreed upon panel of impartial hearing officers for the purpose of conducting disciplinary hearings under Section 75 of the New York State Civil Service Law. The authority of the hearing officer will be limited to findings of fact, advisory opinions on the charges and recommendations on the penalty, if the officer is determined to be guilty. If the parties cannot agree upon the selection of a hearing officer, they will request the American Arbitration Association to appoint one. The cost of the hearing officer and the stenographic record of the hearing will be divided equally between the parties.

ARTICLE 14

RETIREMENT PLAN

The Town will continue and maintain in full force and affect the existing retirement program, Section 384-d, for the benefit of all employees of the Clay Police Department who are eligible for membership in said plan.

ARTICLE 15

LIFE INSURANCE

The Town shall procure and pay the premium for a term life insurance policy for all members of this unit in the amount of Ten Thousand (\$10,000.00) Dollars.

ARTICLE 16

CONFORMITY TO LAW

1. It is understood and agreed upon between the Town and the Association that the terms of this Agreement are subject to applicable provisions of Federal and New York State Law and, in the event that any of the provisions of this Agreement are hereafter determined to be illegal by a final decision of a Court of Law or other administrative agency of competent jurisdiction, then such provision shall not be binding upon either party, but shall be amended, if possible, in such a manner as to retain the original intent, but the remainder of said Agreement shall remain in full force and effect.

2. Pursuant to Section 204-a of the Public Employee's Fair Employment Act, as amended,

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

ARTICLE 17

ASSOCIATION LEAVE

The PBA President will be granted up to a total of five (5) days leave annually (in blocks of a minimum of one (1) day, without loss of pay or benefit, provided that at least one (1) week's written notice is given to the Commissioner of Public Safety before the requested leave.

ARTICLE 18

DUES DEDUCTIONS

1. The Town agrees to deduct Association dues from the wages of those bargaining unit employees who have authorized, in writing, the Town to deduct and transmit such monies to the Association. The authorization shall be on a form approved by the Town and shall be valid for a period of one (1) year from the date thereon. Employees may revoke such authorization only upon written notice to the Town and the Association.

2. The Town shall not be liable for deductions made hereunder and the Association shall indemnify and protect the Town against liability and claims, which may arise by reason of the Town's compliance with this Article.

3. The Association shall further be responsible for reporting to the Town the amount of dues to be deducted. By mutual agreement, the parties shall determine the manner in which the dues deductions will be carried out at the least expense to the Town.

ARTICLE 19

TOWN-ASSOCIATION JOINT COMMITTEE

1. A Joint Committee shall be established wherein a representative of the Association, a member of the Town Board and the Commissioner of Public Safety shall meet once a month to discuss job-related problems provided a written agenda of the

problems to be covered is submitted by the Association to the designated Town representative at least one (1) week prior the scheduled meeting.

2. It is understood and agreed that the Joint Committee and its operation shall not be construed by either party to require that any provision or item in the Collective Bargaining Agreement be renegotiated, or that either party is obligated to continue to collective bargain about terms and conditions of employment not specifically covered by the Agreement.

3. The time, date and place of Joint Committee meetings will be established by agreement between the parties. It is understood that any meeting may be waived or additional meetings scheduled by mutual consent of the parties.

ARTICLE 20

VEHICLES

1. The Town will take steps to equip marked patrol cars used for regular patrol duty with shotguns. Location of the shotgun in the patrol car shall be determined by the Commissioner of Public Safety.

2. Six (6) of the eight (8) marked patrol cars will be designated as "non-smoking" units.

ARTICLE 21

INDEMNIFICATION AND DEFENSE AGREEMENT

The Town of Clay agrees to defend, indemnify and hold an employee officer harmless from any and all claims and liabilities made against any officer resulting from any personal injury, wrongful death or contract claim made against an individual officer personally named subsequent to the date of this agreement as a result of that officer's actions within his or her legal scope of employment. In no event will the Town defend, indemnify or hold the officer harmless for any actions outside the officer's scope of

employment or illegal or intentional actions causing damage to another person or property. All officers agree to fully cooperate with the Town and assist the Town with the defense of any action brought against the Town or an individual officer acting within the scope of his or her responsibility. Failure to fully cooperate with the Town may void indemnity. All officers further agree to provide the Town with timely notice of any possible claims as soon as practicable after an incident in order to allow the Town to conduct an investigation into the incident for defense purposes. Failure to provide the Town with adequate notice of an event may void indemnity under this agreement.

ARTICLE 22

DURATION OF AGREEMENT

The Terms and provisions of the Agreement shall bind the parties hereto for a period of time extending from January 1, 2004 through and including December 31, 2005. If negotiations for a new Agreement have not yet resulted in a new Agreement by December 31, 2005 then it is agreed that the terms of this Agreement shall continue in full force and effect until supplanted or modified.

CLAY POLICE BENEVOLENT ASSOCIATION

By: 
FREDERICK P. COREY, JR., President

TOWN OF CLAY

By: 
MARK J. RUPPRECHT, Supervisor