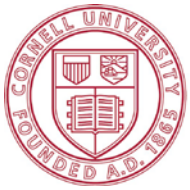

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POL 6894

AGREEMENT

BETWEEN

CITY OF PEEKSKILL

AND

PEEKSKILL POLICE ASSOCIATION

JANUARY 1, 2006 – DECEMBER 31, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
JUL 0 2 2009
ADMINISTRATION

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AGREEMENT made and entered into by and between the CITY OF PEEKSKILL, a municipal corporation (hereinafter variously referred to as the "Employer" or the "City") and the PEEKSKILL POLICE ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I. UNIT

This Agreement shall apply to the unit members of the Police Department of the City of Peekskill employed in the classifications outlined in Article II below.

ARTICLE II. RECOGNITION

The Association, having heretofore presented appropriate evidence that it represents the majority of the unit members in an appropriate bargaining unit, is therefore recognized as the exclusive employee organization representing police officers and sergeants for the purpose of collective negotiations with the City in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Collective Bargaining Agreement herewith executed.

ARTICLE III. ASSOCIATION RIGHTS

Section 1. The Association shall have the right to post meeting notices and other communications concerned with the conduct and administration of local Association business on bulletin boards maintained on the premises and facilities of the Employer and located in the police officers' locker room. Such material for posting shall be submitted to the City Manager of the Employer, or his/her designee, three (3) working days before posting for review and approval. The Attorney for the Association and its two officially designated Association Representatives, all of whose names shall be registered with the City Manager, and shall be active working members of the Department, shall have the right of visitation upon the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract, providing, however, there shall be no interference with normal operations as a result of such visits.

Section 2. The unit members who are designated or selected as Association Representatives shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances. However, before the Association Representative leaves his/her regular job duties, permission shall be sought from the ranking officer on duty. Such permission shall not be unreasonably withheld. The times for questions involving administration of this Agreement and for negotiation of successor agreements shall be set by mutual agreement with the City Manager, or a designee.

Section 3. A total of twenty-four (24) working hours per year, subject to the needs of the Department, shall be allowed to a designated representative or representatives of the Association to transact organizational business. The Association President or designees shall not be entitled to use any of the above time for the Association's annual golf outing. However, the Association President or designees shall not be denied his/her or their request to use eight (8) hours of accumulated paid leave with regard to that outing.

ARTICLE IV. CLASSIFICATION RATES AND WAGES

Section 1. Members of the unit shall be paid the wage rates listed below, effective on the dates indicated:

Effective Dates

Category			
Police Officer	1/1/06	1/1/07	1/1/08
Starting	46,127	47,972	50,011
After 1 year	49,538	51,520	53,709
After 2 years	59,717	62,105	64,745
After 3 years	67,634	70,340	73,329
After 4 years	75,555	78,577	81,917
Sergeant	1/1/06	1/1/07	1/1/08
Starting	84,545	87,927	91,663
After 1 year	86,889	90,364	94,205

Section 2. If the Police Officer is not at top grade at the time of appointment as Sergeant, s/he shall be paid an 11.9% differential over his/her base pay in the first year of service as a Sergeant.

Section 3. Longevity increments shall be payable according to the following schedule:

Effective January 1, 2006:

After 8 years of service	$1,200 per year
After 12 years of service	$1,850 per year noncumulative
After 16 years of service	$2,200 per year noncumulative

Effective January 1, 2007:

After 8 years of service	$1,400 per year
After 12 years of service	$2,050 per year noncumulative
After 16 years of service	$2,400 per year noncumulative

Effective January 1, 2008:

After 8 years of service	$1,600 per year
After 12 years of service	$2,250 per year noncumulative
After 16 years of service	$2,600 per year noncumulative

Longevity increments shall start to be paid on the pay period following the unit member's anniversary date of eligibility, prorated for the remainder of the calendar year. The City may continue to pay longevities during the year or it may elect to make such payments in lump sum amounts.

Section 4. A differential shall be paid to unit members assigned as detectives as follows:

Grade 3	Upon appointment to the position of Detective, the appointed officer shall be paid a 3.65% pay differential over top grade police officer in Section 1, unless the officer is not at top grade at the time of appointment, in which case s/he shall be paid a 3.65% differential over his/her base pay.
Grade 2	Upon completion of three years of service as a Grade 3 Detective, the pay differential shall be 7.3% over top grade police officer in Section 1, unless the officer is not at top grade at the time of appointment, in which case s/he shall be paid a 7.3% differential over his/her base pay.
Grade 1	Upon completion of two years of service as a Grade 2 Detective, the pay differential shall be 10.9% over top grade police officer in Section 1.

Section 5. Step classifications shall become effective on the anniversary date of the unit member's employment which shall be calculated from the first day of the

calendar quarter next following such employment. After completing one year at top grade, a unit member's anniversary date shall be at the beginning of the fiscal year.

Section 6.

A. A shift differential of three (3%) percent shall be paid to all unit members who are regularly scheduled to work either the "A" line (12:00 midnight to 8:00 a.m.) or the "C" line (4:00 p.m. to 12:00 midnight) shift over and above the base wage. The shift differential shall be paid in each pay period and to all such unit members who are regularly scheduled and while on vacation, plug-in days, compensatory leave, holidays, personal days, schedule adjustment days, sick leave, or bereavement leave. A unit member regularly scheduled to the "B" line (8:00 a.m. to 4:00 p.m.) who works the differential hours set forth herein, shall also be paid the differential for all hours actually worked. In the event a unit member is switched to the "B" line by the City from either the "A" or "C" line, for less than two (2) weeks, that unit member shall continue to be paid the shift differential. In the event a unit member is switched to the "B" line at his/her request, the shift differential shall be discontinued. In the event a unit member is switched to either the "A" or "C" line by the City from the "B" line, the shift differential shall be paid.

B. Unit members who volunteer or who are assigned to work some hours within the "A" or "C" line and other hours within the "B" line shall be paid the shift differential for all hours actually worked during the times covered by the "A" or "C" lines.

C. Unit members who volunteer or who are assigned to work some days that fall within the "A" or "C" line but other days that fall within the "B" line shall be paid the shift differential for all hours actually worked during the days covered by the "A" or "C" lines.

D. Unit members who volunteer or who are assigned to work the hours or days as described in paragraphs B and C above shall be paid the shift differential for such hours and/or days when they are absent from work and receiving vacation pay, compensatory leave pay, bereavement leave pay, holiday pay, personal leave pay, sick leave pay, and schedule adjustment day pay, to the same extent they would have received differential pay had they actually worked such hours and/or days as part of their assigned tour or schedule in effect at the time of the absence(s).

E. Tour assignments may be made only to the extent the assignment complies with ARTICLE XIV of the Agreement unless otherwise mutually agreed between the City and the Association.

Section 7. "Supplemental wages" (*i.e.*, holiday pay and longevity pay) shall be paid by separate supplemental checks from the regular payroll check.

ARTICLE V. OVERTIME

Section 1. Time and one-half (1.5X) shall be paid for time worked in excess of a normal scheduled tour of duty (eight and one-quarter hours for sergeants).

Section 2. Time and one-half (1.5X) in the minimum amount of three (3) hours shall be paid for all call-backs, off-duty court time, motor vehicle hearings, Grand Jury appearances, District Attorney conferences, and mandatory training exercises in excess of twenty-four (24) hours per year.

Section 3. Overtime beyond a normal scheduled tour of duty on a holiday, or call in overtime on a holiday shall be paid at double time (2X).

Section 4. Overtime must be authorized by the ranking officer on duty and the overtime rate shall be determined by dividing the unit member's current annual base rate by one thousand nine-hundred and forty-six (1946).

Section 5. These overtime provisions shall not apply to training time scheduled pursuant to ARTICLE XIV, Section 3.

Section 6. Compensatory Time

A. Compensatory time at the rate of time and one half (1.5X) may be granted at the unit member's request with the approval of the Chief of Police or his/her designee under existing procedures.

B. All unit members shall be permitted to accumulate and maintain up to a maximum of forty (40) hours of unused compensatory time. Neither the Chief of Police nor his designee may authorize an accumulation of more than forty (40) hours of unused compensatory time. The City shall not cash out unused compensatory time earned by unit members below and including forty (40) hours of accrued, unused compensatory time. Unit members who have accumulated forty (40) hours of compensatory time at any given point in a year shall not be permitted to accumulate additional compensatory time until they have used one or more hours of that time. Unit members who have accumulated forty (40) hours of compensatory time shall be paid at the appropriate hourly rate in the first possible pay date for any time worked that might otherwise have entitled them to compensatory time. Unit members may carry up to forty (40) hours of compensatory time into the following calendar year, with the understanding that the provisions outlined above regarding a forty (40) hour

maximum of accrued compensatory time are still applicable. The twenty-eight (28)-day work period for FLSA overtime computation shall start and be continuous from December 24, 1997. It was instituted by the City in accordance with law to distinguish the earning and granting of compensatory time off between the collective bargaining agreement and the FLSA and shall not diminish the earning, computation or payment of overtime as provided in this Agreement.

C. The City shall maintain separately, and provide to all unit members upon request, their accumulated FLSA and contractual compensatory time. In the event a unit member accumulates compensatory time under both the collective bargaining agreement and the FLSA, the unit member shall be entitled to utilize the FLSA compensatory time first if it equals or exceeds eight (8) hours.

D. Unit members may mutually exchange tours by transfer of accumulated compensatory time off, with Departmental approval, provided the recipient thereof does not exceed the cap set forth in Section 6(B).

ARTICLE VI. UNIFORM ALLOWANCE

Section 1. For the calendar years 2007 and 2008, all unit members shall be paid the uniform allowance listed below on the dates listed herein:

5/1/07	$850
5/1/08	$850

Section 2.

A. For the calendar year 2006, the $850 uniform allowance shall be applicable to the purchase of uniforms and uniform related items such as undergarments, outer garments, court appropriate attire, related equipment, supplies, materials, professional alterations and cleaning relating to the unit member's performance of duty or responsibilities. Those uniform related items previously provided by the City in addition to the uniform allowance shall continue. Examples of these items are: semiautomatic weapons, self-defense spray with holster, radio holder, department police badge with cap device and bulletproof vest. These additional items shall remain the property of the City. The annual uniform allowance shall be applicable for covered items purchased during the applicable calendar year. Unit members shall submit a copy of the itemized receipt for the purchased item, along with a City of Peekskill reimbursement form. The form shall be signed by the Chief of Police or his designee. Unit members shall be reimbursed within 21 calendar days of submission by way of a separate reimbursement check. The unit member

shall have the right to select the vendor. All sales taxes paid by unit members for the purchase of uniforms and related items also shall be reimbursed to the unit member, and such reimbursement shall be included in the agreed annual uniform allowance. This subsection A shall be effective through December 31, 2006 only.

B. Unit members who retire prior to July 1 of any given calendar year shall receive a pro rata share of the uniform allowance; i.e., one-twelfth (1/12th) for every month served in that calendar year. Unit members who retire on or after July 1 of any given calendar year shall receive the full amount of the uniform allowance for that year.

Section 3. All new unit members shall be furnished with semi-automatic weapons at the City's expense, which shall remain the property of the City.

ARTICLE VII. HOLIDAYS

Section 1. All unit members shall be entitled to twelve (12) holidays. The twelve (12) holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. No more than five (5) holidays may be taken in holiday time off. The remainder entitlement is to be paid in cash during the first two weeks of December of each year of the contract. Furthermore, holiday time shall be subject to the needs of the Department, but shall not be unreasonably withheld. Such holiday time shall be taken within one year of the eligible holiday. There shall be no entitlement for any holiday falling due during a period when officer is under suspension or is on leave of absence. To become entitled to any holiday time, the unit member shall make such request for holiday time in writing three (3) days in advance, Saturdays and Sundays excluded, except in emergency situations.

Section 3. Overtime at the rate of double time (2X) will be paid to unit members working overtime on New Year's Day (January 1), Independence Day (July 4) and Christmas Day (December 25). As to the remaining nine (9) holidays observed on the holiday schedule issued by the City Manager's Office annually, double time (2X) rates will be paid to unit members working overtime on the holidays set forth on said holiday schedule.

ARTICLE VIII. LEAVES OF ABSENCE

Section 1. Sick and Personal Leave

A. Each unit member shall have twelve (12) workdays sick leave with pay per year cumulative to two hundred (200) workdays.

B. Each unit member shall be entitled to use not more than three (3) personal leave days per fiscal year for the purpose of attending to matters which cannot be attended to during off-time duty. Such use shall be on the prior approval of the City Manager or a designee, provided, however, that such approval shall not be unreasonably withheld. There shall be no personal leave for members of the unit on the job less than one (1) year.

C. The City reserves the right to require a physical examination by a physician of its own choosing to determine a unit member's fitness to return to work following any absence because of illness or accident of three (3) or more days. The City may also require a doctor's certificate to confirm an illness or injury when the Chief of Police determines it is necessary.

D. Upon retirement, unit members shall be entitled to payment for thirty (30%) percent of their accumulated unused sick leave days above fifty (50) days computed at their rate at the time of retirement provided the following conditions are met:

(1) The unit member must be retiring from employment with the City, as evidenced by submission of retirement documents to the State Retirement System.

(2) The unit member must have accumulated a minimum of fifty (50) days of unused sick time.

(3) Payment shall be made on the effective date of retirement.

E. All other City of Peekskill Civil Service regulations pertaining to sick leave shall be applicable.

F. A bonus of $500 shall be paid to a unit member who does not use any sick leave during a calendar year; $300 to a unit member who uses only one (1) day; and $150 to a unit member who uses only two (2) days. The bonus shall be payable no later than the second pay period of the following calendar year.

Section 2. Bereavement Leave

In the event of a death in a unit member's immediate family, which shall include grandparent, parent, husband, wife, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relatives who permanently reside in the same dwelling unit with the officer, the officer shall not be required to report for a scheduled tour of duty prior to the expiration of three (3) work days following the date of death.

ARTICLE IX. VACATIONS

Section 1. Eligibility

A. Unit members shall be entitled to vacation as follows:

Completed Years of Service

1 - 4	12 workdays
5 - 9	17 workdays
10 - 14	22 workdays
15 years and above	27 workdays

B. Newly hired unit members shall not be eligible to take vacation during their first year of service.

C. Eligibility to move to a higher level of vacation eligibility pursuant to Section A after five (5), ten (10) and fifteen (15) years of employment, respectively, shall be determined as follows:

(1) During the month(s) of the calendar year of the unit member's anniversary date of hire prior to that date, the unit member shall earn vacation at the rate in the applicable previous calendar year on a pro rata basis;

(2) During the remaining month(s) of the calendar year of the unit member's anniversary date of hire, he or she shall earn vacation at the next highest applicable rate on a pro rata basis;

(3) Beginning with the calendar year next following the year of the unit member's anniversary date of hire, he or she shall earn vacation effective each January 1 at the rate applicable during the period described in (2) above, until the next

applicable anniversary year, at which point vacation eligibility shall again be determined in accordance with (1) and (2) above; and

(4) In instances where the pro rata computation produces a fraction of a day, eligibility shall be rounded up to the next highest half day increment. Further, computations of eligibility shall be based upon the assumption that the unit member was hired on the first day of the month of his or her anniversary date of hire, regardless of his or her actual date of hire.

D. Unit members first employed or leaving employment during the calendar year shall have their annual vacation reduced by $1/12^{th}$ for each full month said unit member is not employed during the applicable calendar year. For those hired, the "applicable year" is the preceding calendar year. For those leaving employment, the "applicable year" is the calendar year in which they leave.

Section 2.

A. Vacations shall be scheduled by the Department Head on a seniority basis within classifications. However, no consecutive period of vacation shall be for a period longer than three (3) calendar weeks without the express authorization of the City Manager or a designee. Unit members shall submit their requests for at least two-thirds of their annual vacation allotment on or before February 1 of each year. The Department shall respond to the requests no later than March 1. Unit members shall submit the remaining one-third no later than June 1, and the Department shall respond to all requests that are submitted on a timely basis no later than July 1. Vacation time for which a timely request is not submitted shall be assigned by the Department no later than July 1, but only after prior consultation with the Association. If the Department does not approve a particular unit member's request, the Association and the Department shall apply their best efforts to assign alternative dates for such member's vacation by August 1. In the event that said best efforts are unsuccessful, the Department shall assign the vacation days by September 1.

B. For the purposes of scheduling vacation, the following shall constitute "classifications"—Detective Sergeant, Detective, Sergeant A line, Sergeant B line, Sergeant C line, Police Officer A line, Police Officer B line, Police Officer C line, and full-time special detail.

Section 3. All other City of Peekskill Civil Service regulations pertaining to vacations shall be applicable.

Section 4. There shall be no payment for accrued unused vacation for unit members who leave prior to having completed one (1) full year of service.

ARTICLE X. INSURANCE - HEALTH, LIFE AND DENTAL

Section 1. Health Insurance Coverage

A. The City's obligation to provide health insurance on behalf of unit members in 1989 shall be to pay the actual cost of providing comparable coverage to the Empire Plan on the following terms. If the monthly rate for providing such coverage at any time during 1989 exceeds the MEBCO Health Plan's individual and/or family monthly rate as of January 1, 1989, then the obligations of the City and individual unit member shall be as follows: (1) The City shall pay the full increase to the extent that it does not exceed 10% of the January 1, 1989 MEBCO Plan monthly rate (its "threshold obligation"); (2) individual unit members shall pay the full increase to the extent that it exceeds 10% of the January 1, 1989 MEBCO Plan monthly rate; and (3) the City and individual unit members shall pay equal shares of any increase to the extent that it exceeds 13% of the January 1, 1989 MEBCO Plan monthly rate (the "overage"). If the rate increase exceeds 10%, the Association and the City shall meet and confer to determine whether the City shall: endeavor to reduce the amount of health insurance coverage through the then-existing plan to the extent necessary to reduce the premium therefor, if such a reduction is permitted by the plan (Option 1), or provide comparable health insurance coverage by some alternate, less expensive means (Option 2).

The City retains its right to switch carriers to another plan providing comparable coverage to the Empire Plan, or back to the Empire Plan itself. If the rate increase exceeds 10% as described above (or 8% in 1990 and/or 1991), and the Association favors Option 2, the City agrees to give great weight to the Association's position. However, the final authority as to whether to implement Option 2 is understood and agreed to be the City's, and the decision of the City in this regard shall be final and binding and not subject to the provisions of ARTICLE XIII. If the rate increase exceeds 10% as described above (or 8% in 1990 and/or 1991), and the Association favors Option 1, the City's determination not to implement Option 1 shall be subject to the provisions of ARTICLE XIII, the issue shall be the fairness and reasonableness of the City's determination, and the remedy may not be to require the City to implement Option 2. If the rate increase exceeds 13% and the Association does not agree to Option 1, then the issue of the fairness and reasonableness of the Association's determination may be raised by the City pursuant to the provisions of ARTICLE XIII.

The obligation of the City and individual unit members to pay for health insurance in 1990 and 1991 shall be in accordance with the foregoing terms; provided, however, that in 1990, the City's threshold obligation shall be the monthly rate as of 1/1/89, (1) plus 10% thereof (plus the City's share of the overage in 1989, if any), and (2) plus 8% of that result; and in 1991, the City's threshold obligation shall be: (1) the monthly rate as of

1/1/89 plus 10% thereof (plus the City's share of the overage in 1989 and/or 1990, if any); (2) plus 8% of that result and (3) plus 8% of that result. Thus, for Example #1, if the rate as of January 1, 1989 were $265.00 per month for family coverage and that rate were to increase by 12% (to $296.80) effective May 1, 1989, the City's obligation would be to pay $291.50 per month for the remainder of 1989 unless it implemented Option 1 or 2. If, for Example #2, the rate were to increase by 15% effective May 1, 1989 (to $304.75), then the City's obligation would be to pay $294.15 per month (1.10 x $265.00 + $2.65, which constitutes 50% of the increase in excess of 13%) for the remainder of 1990. If the rate were to increase 10% at some point in 1990, using Example #1, the City's obligation would be to pay $314.82 per month (1.08 x $291.50) for the remainder of 1990. Using Example #2, the City's obligation would be to pay $317.68 per month (1.08 x $294.15) for the remainder of 1990.

This formula for determining the obligation of the City and individual unit members to pay for health insurance shall be continued during the term of this Agreement; provided, however, that unit members shall not be required to contribute more than $975 per annum for family coverage and $500 per annum for individual coverage, if greater levels of contribution would result from use of the formula.

B. If a unit member elects health insurance coverage through an HMO unaffiliated with MEBCO, the Empire Plan, or such other comparable health insurance plan as the City has selected in accordance with the terms of Section 1A of this Article, the City shall pay the same percentage of the premium pursuant to the formula set forth in Section 1A for the HMO as it pays for the health insurance plan in which it is participating; provided, however, that it shall not contribute to the HMO an amount in excess of that contributed to the health insurance plan in which it is participating.

C. Unit members hired on or after April 25, 1983 shall not be eligible for health insurance by the City if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the City for other members of the bargaining unit.

D. Unit members who withdraw from the City's plan during the life of this agreement shall receive $2,500 if they were covered by the family plan, and $1,000 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period and annually thereafter provided they have not reentered the plan. Nothing contained herein shall preclude a member from reentering the plan provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is not covered by the comparable plan of a spouse. In determining comparability the amount contributed by the spouse shall be a factor.

E. Unit members hired on or after January 1, 2000 shall pay seventeen (17%) percent of the family or individual health insurance premium up to a maximum of $975 per annum for family coverage and $500 per annum for individual coverage.

F. The City shall pay the full premium for health insurance coverage of unit members who retire on or after January 1, 2000. Unit members receiving family coverage at the time of retirement shall be eligible for family coverage during retirement, so long as they remain eligible therefor under the terms of the plan. Unit members receiving individual coverage at the time of retirement shall be eligible for individual coverage during retirement only.

Section 2. The City shall provide a "Flex 125 Plan" for unit members' health insurance contributions and shall use its best efforts to make the Plan applicable to other available options; *i.e.,* daycare, optical.

Section 3. The City shall pay the premium costs of continuing the same group life and dental insurance coverage offered in 1996; provided, however, that the City may switch to another carrier to provide equivalent group life and dental insurance coverage to that provided in 1996 at the same or lower cost.

ARTICLE XI. PAY PERIODS

Unit members shall be paid biweekly on every other Thursday.

ARTICLE XII. DEFERRED COMPENSATION

The City shall make the necessary arrangements for unit members to participate in the New York Deferred Compensation Plan.

ARTICLE XIII. CHANGE IN WORKING CONDITIONS

The Employer shall notify the Association at least seven (7) calendar days in advance of any change in working methods or working conditions, except where such changes are required due to an emergency over which the Employer has no control. The present tours of duty shall continue until changed or modified as herein provided.

ARTICLE XIV. SCHEDULE

Section 1. A work schedule providing a straight 4-2 (four on and two off) shall be implemented and followed during the term of this Agreement.

Section 2. Each unit member shall have no more than two (2) days per year of his or her regular work schedule used as "plug-in" days, subject to the following limitations:

A. Such days may not be scheduled on holidays other than New Year's Day, July 4, Memorial Day, and Labor Day, and no more than one such day per unit member may be assigned on the aforementioned holidays in any calendar year.

B. Such days shall not be assigned during unit members' use of contractual leave time.

C. Such days shall not be used when to do so would create a double shift.

D. Such days shall not be used: (1) on the holidays set forth in A. above upon less than twenty (20) days' notice, unless otherwise agreed to by the unit member; or (2) on any other days upon less than fifteen (15) days' notice, unless otherwise agreed to by the unit member.

E. Unit members shall not request vacation or personal days for days previously scheduled as plug-in days by the Department. Plug-off days shall be added to a unit member's accumulated compensatory time, to be used by each unit member in accordance with the procedures otherwise applicable to compensatory time.

F. Nothing herein shall be construed to increase the annual number of work days provided for in Section 1.

Section 3. Training.

Each unit member shall attend up to twenty-eight (28) hours of training each year on days established by the Chief of Police. The training shall be scheduled as follows: two 8-hour blocks of time and three 4-hour blocks of time, and the 4-hour blocks shall be contiguous to a unit member's tour if it involves training that is scheduled by the Department. Unit members shall be given an equal amount of time off for the training time attended. The time off shall be scheduled at the discretion of the Department, and shall not be unreasonably denied.

Section 4. Tours.

A. The City shall establish and maintain three (3) steady tours of duty for all uniformed police officers and sergeants of patrol, as follows:

"A" line = 12:00 midnight to 8:00 a.m.
"B" line = 8:00 a.m. to 4:00 p.m.
"C" line = 4:00 p.m. to 12:00 midnight

B. A unit member shall bid on a particular tour based on that unit member's seniority within rank, including detective as a rank, and a unit member's seniority shall be considered in the Chief's exercise of his discretion in determining an individual's assignment to a tour. The Chief shall not use the assignment of steady tours for any unlawful purpose.

C. A unit member shall submit a bid for a desired tour each year between October 15 and November 15. The annual chart shall be published each year by December 1.

D. The City retains the authority to assign detectives to tours and/or schedules other than the "A," "B," or "C" line on a short- or long-term basis; provided, however, that it must pay the shift differential to such detectives as provided herein and provided, further, that no such assignment shall be for punishment.

E. The City may, after volunteers are first solicited and not obtained in numbers sufficient to fill staffing needs, assign any other unit members to "special details" having schedules other than the "A," "B," or "C" lines. Special details are intended to meet a particular, identifiable departmental need at a particular time, not to supplement regular patrol functions or to create a fourth or other tour. Examples of past and/or on-going special details are Narcotics Enforcement, Anti-Crime, Traffic Enforcement, Foot Post, Bicycle Patrol, Prisoner Transport, Marine Patrol and Tactical Unit. Unit members who work such special details shall receive the shift differential as provided in ARTICLE IV to the extent applicable to the hours worked. No assignment to a special detail shall be for punishment.

Section 5. Included as part of the regular tour of duty for sergeants is the requirement that they be present for duty fifteen (15) minutes prior to the scheduled starting time of each tour of duty for such activities as review of the preceding tour's activities, and to receive information, instructions and notices of pertinent alarms necessary to be conveyed to personnel at roll call.

Section 6. Sergeants shall be entitled to one (1) day off per year which shall be subject to the needs of the Department, but not unreasonably withheld.

ARTICLE XV. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder shall be the subject of a grievance and shall be processed in accordance with the following procedure.

Section 2. A grievance of a unit member or unit members shall be presented by his/her or their Association Representative and the unit member(s) concerned to the Department Head within thirty (30) calendar days of the date the grievant knew or should have known of the event giving rise to the grievance or such grievance shall be deemed waived.

Section 3. In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within seven (7) calendar days, then the Association may present the same to the City Manager, or a designee, for settlement.

Section 4. In the event that such grievance is not then disposed of, either party, no later than thirty (30) calendar days after presentation under Section 3, may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding; however, such arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment of such arbitrator shall be made by the American Arbitration Association under its rules and procedures. The cost of the Arbitrator shall be shared equally by the Association and the City.

ARTICLE XVI. NO-STRIKE, NO-LOCKOUT PROVISION

The Association will not engage in a strike or cause, instigate, encourage, or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, as amended, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XVII. TAYLOR LAW 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.

ARTICLE XVIII. ZIPPER CLAUSE

It is acknowledged by and between the parties that, during the negotiations which preceded this Agreement, each party has had the right and opportunity to make demands and proposals and that the understandings and agreements arrived at by the parties after the exercising of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, nor with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated and executed.

ARTICLE XIX. LABOR-MANAGEMENT LIAISON COMMITTEE

There shall be established a joint Labor-Management Liaison Committee composed of three (3) representatives appointed by the City and three (3) representatives appointed by the Association, who are active working members of the Department. This Committee shall meet at least quarterly each year to discuss working conditions, provided, however, that it is not intended that this Committee serve as an extension of the collective bargaining process.

ARTICLE XX. TUITION REIMBURSEMENT

The City shall reimburse unit members, upon successful completion (average grade), the cost of tuition for courses approved by the Chief of Police or a designee in the Criminal Justice curriculum. The maximum liability to the City for educational benefits under this section shall be $1,600 per fiscal year.

ARTICLE XXI. SECTION 207-c

Section 1. Benefit Eligibility

A. During the full period of absence pursuant to General Municipal Law § 207-c ("GML § 207-c"), the unit member will receive the following benefits:

Article IV	-	Salary and Longevity
Article X	-	Health insurance coverage that the unit member had (family or individual) as of the date the 207-c leave commenced, on the same terms as it is provided to active unit members

B. During the first six (6) months of absence pursuant to GML § 207-c, the unit member will receive the following benefit in addition to those listed in (A) above:

Article VII - Holidays

C. The uniform allowance for unit members absent pursuant to GML § 207-c shall be reduced by $1/12^{th}$ for each full month on said leave during the preceding calendar year.

Section 2. Procedures

The following procedures are intended to better manage the administration of disability benefits for the City's police officers and sergeants and ensure that police officers and sergeants who are entitled to such benefits receive them. A failure to comply with these procedures may result in the denial of benefits.

A. Definitions

(1) GML § 207-c - The provision of the General Municipal Law which provides full salary and medical expenses to a unit member who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.

(2) Chief - Shall mean the Chief of Police or any individual designated by him/her.

(3) Applicant - Any police officer or sergeant making application for benefits under GML § 207-c.

(4) Light Duty - Such duty as is determined by the Chief to be performable by unit members with some degree of disability.

B. Application for Benefits

(1) No application for disability benefits shall be considered unless a written incident report (the form of which is annexed to this Agreement) has been filed with the Chief within twenty-four (24) hours of the incident which gave rise to the disability.

The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the twenty-four (24) hour time limit may be excused by the Chief in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

(2) The application for benefits will be made on a form provided by the Department and must be submitted to the Chief's office within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must set forth fully: (a) the time and place where such injury occurred; (b) a detailed statement of the facts and circumstances which led to the claimed disability; (c) the nature and extent of the applicant's injury including reports from all doctors or other medical personnel by whom the applicant was examined or treated; (d) the alleged incapacity suffered by the applicant; (e) the names of any witnesses to the incident which gave rise to the claimed disability.

(3) The Chief shall have exclusive authority to determine all applications for benefits. He shall review each application and have full authority to: (a) require the applicant to submit to medical tests and examinations; (b) require sworn statements from the applicant and all witnesses; (c) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.

(4) Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave credits.

C. Determinations. A determination shall be made by the Chief within thirty (30) days of the date of receipt of the application. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed, which are determined to have resulted from the injury, will be recredited to the unit member.

(1) A unit member determined to be entitled to disability benefits will advise the Chief in writing of any change in his or her status, *e.g.*, any improvement in

physical or mental condition during the disability. Such reports must be filed by the unit member with the Chief, or his designee, in person unless it is medically impracticable for the unit member to do so. Such reports must be filed any time there is a change in status but must be filed at least once every two weeks even if there is no change in status. The report will state: (a) the status of the injury; (b) the name of any doctor or other medical personnel who examined or treated the unit member during that period; (c) the treatment prescribed; (d) the estimated length of the recovery period; (e) whether the unit member is capable of performing any work for the Department despite his/her injury.

(2) A unit member receiving GML § 207-c benefits will submit to such medical examinations as are required by the Chief. Upon receipt of a medical report certifying that the unit member may perform full duty or light duty, the unit member will return to duty if so ordered by the Chief. A unit member who refuses to return to work after certification of fitness for duty forfeits any right to GML § 207-c benefits and may be subject to discipline. A unit member may, however, seek review of the determination of fitness for duty as provided below.

D. Review of Determinations

(1) A unit member who: (a) has been denied disability benefits upon proper application, or; (b) is determined to no longer be entitled to such benefits, or; (c) has been determined to be fit to return to full duty or light duty status, may appeal the Chief's determination to the City Council within ten (10) work days of such determination. The appeal shall set forth the Chief's determination, all relevant facts and the reason the Chief's determination should be changed.

(2) A hearing will be held before the City Council or a hearing officer designated by the Council in its sole discretion. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The unit member appealing the determination may be represented by counsel or an Association representative. The unit member may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

(3) If a hearing officer is designated by the Council, he or she will prepare findings and recommendations, which will be submitted to the Council for its final determination. The final determination of the Council will be made as soon as is practicable after the close of the hearing or upon receipt of the hearing officer's report.

(4) The final determination of the Council may only be reviewed as provided for in Article 78 of the New York Civil Practice Law and Rules, and neither that

determination, nor any other action taken by the City pursuant to the provisions of this Article, may be grieved pursuant to the provisions of Article XV of this Agreement.

E. Payment for Medical Services. No bills or claims for medical services rendered pursuant to GML § 207-c shall be paid unless the following procedure is complied with:

(1) Except in the case of an emergency, a unit member receiving disability benefits shall obtain prior permission from the Police Surgeon before incurring any expense for medical services alleged to be related to the disability. In the event of an emergency, the Chief shall be notified within twenty-four (24) hours of the time the unit member received treatment.

(2) On each bill or claim for medical services the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

F. General Provisions

(1) Unit members receiving benefits under GML § 207-c shall refrain from any activity which is inconsistent with their disabled status. Unit members receiving disability benefits will not engage in outside employment; provided, however, that unit members shall not be required to resign from employment in which they were engaged prior to receiving disability benefits and that is not inconsistent with their disabled status.

(2) Unit members receiving GML § 207-c benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(3) Unit members who fail to comply with this procedure forfeit their rights to disability benefits. Any such forfeiture is subject to review as provided above.

ARTICLE XXII. MANAGEMENT RIGHTS

The City, as a public employer, reserves to itself all rights not specifically granted to the employee organization under the provisions of the Public Employees' Fair Employment Act (as it may be amended) or in this Agreement. The rights reserved to the City include, but are not necessarily limited to, work assignments, overtime assignments, vacation schedules, and disciplinary actions, except as expressly limited by the terms of the this Agreement.

ARTICLE XXIII. DRUG TESTING

A. Policy.

It is the policy of the Department to detect and deter the use and possession of illegal drugs and the abuse of prescription drugs. The parties recognize that the use and possession of illegal drugs constitutes a serious threat to the health and safety of all unit members and members of the public. Accordingly, the purpose of this Article is to formalize a Department policy which prohibits the use of any illegal substance and/or drug capable of impairing the ability of unit members to perform their duties.

B. Definitions

(1) Drug: The term "Drug" shall include controlled substances as defined in Section 220.00(5) of the Penal Law, State of New York and marihuana, as defined in Section 220.00(6).

(2) Drug Abuse: The term "Drug Abuse" shall include the use of a controlled substance or marihuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug.

(3) Random Employee Selection Sheet: A computer generated list of randomly selected Department members identified by employee I.D. numbers.

(4) Computer Control Sheet: A computer generated list of all Department members contained within the random drug test data base.

C. Procedure

(1) Unit members shall be subject to random drug testing. No more than 20% of the Department shall be subject to random drug testing during any calendar year.

(2) Unit members shall also be subject to the Standard Operating Procedures of the Department as they pertain to drug testing in accordance with Chapter II, Procedure #20, effective June 1, 1992. Whenever unit members obtain information or suspect that another unit member may be abusing drugs, they shall immediately notify their Commanding Officer. The Commanding Officer shall forthwith notify the Chief of Police or a designee for appropriate action.

(3) Refusal To Submit. The refusal by a unit member to submit to a drug test pursuant to the provisions of this order may result in immediate suspension and in subsequent disciplinary action which may include dismissal from the Department.

(4) Testing Procedures

(a) All drug testing collection procedures will be directly supervised by the Internal Affairs Unit as designated by the Chief of Police or a designee, and every reasonable effort will be made to maintain employee confidentiality.

(b) Each unit member being tested shall present his or her shield and identification card at the test location to ensure proper identification.

(c) Each unit member being tested may consult with and be accompanied by a representative of his or her collective bargaining unit. The Association representative may confer with and advise the unit member before and after the collection process, but shall not participate in or interfere with the process in any way. The collection process shall not be delayed because the Association representative is unavailable.

(d) Prior to testing, each unit member shall list all medications ingested during the preceding ten days. The list will be sealed in an envelope and the unit member's name and date will be written on the outside. If the test results are negative the envelope will remain sealed and be destroyed in the presence of the president of the Association.

(e) The integrity of the sample collection process will be maintained with due regard for the dignity and privacy of the unit member. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the unit member providing the sample.

(f) Testing shall be performed by a laboratory licensed or certified by the Department of Health and Human Services (DHHS). Two separate containers supplied by the testing lab shall be prepared by each unit member being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided

into two samples at the time of collection and shall be sealed and initialed in the presence of the unit member.

(g) The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

(h) Initial screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marihuana. After a negative screening, the sample will be destroyed.

(i) Each and every positive EMIT test will be confirmed using Gas Chromatography - Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report.

(j) Any member whose test results in a positive report may, within five (5) business days of receiving notification of such result, request in writing to the Chief of Police that the second sample be made available for re-testing at a licensed/ certified (DHHS) laboratory from a list of such laboratories supplied by the Department. The Department will be responsible for all costs and expenses in connection with the re-testing. If the re-testing results in a negative report, the test will be deemed negative and all samples will be destroyed.

(k) Selection of unit members to be tested on a random basis shall be performed by a computer program which will randomly select the unit member numbers of those to be tested. The random selection of a unit member will not result in that unit member's employee number being removed from such selection process.

(l) The selection shall be made by a laboratory licensed or certified by the Department of Health and Human Services ("DHHS"). The laboratory shall certify to the City that it used the Computer Control Sheet provided by the City, that it has a random selection process, and that it used that process to generate the Random Employee Selection Sheet, and a copy of these certifications shall be provided upon receipt by the City to the Association.

(m) A unit member selected will be ordered to report for testing. Unit members will not be given any advance notice of

randomly scheduled tests. The president of the Association will be permitted to review the list of unit members selected for testing and the computer control sheet after all selected members have been tested.

(n) Unit members will not be recalled to duty for random testing on their regularly scheduled days off.

(o) All random employee selection sheets and corresponding computer control sheets will be maintained in the office of Internal Affairs Unit as designated by the Chief of Police or a designee.

(p) unit member will be exempt from a random drug test if at the time of the selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) extended sickness, (iv) military leave, or (v) bereavement leave.

(5) Results Of Drug Tests. Unit members will be notified of the results of all drug tests and provided a copy of the corresponding test results as they become available.

(6) Positive Test Results. All positive test results will be reviewed and verified by a Medical Review Officer designated by the Department. Unit members who test positive for the use of drugs or otherwise violate Department policy regarding the use of drugs shall be subject to discipline, up to and including dismissal, in accordance with the Rules and Regulations of the Department and applicable provisions of law.

ARTICLE XXIV. JURY DUTY LEAVE

In the event a unit member is noticed and required to appear for jury duty, and that unit member is scheduled to work that calendar day, s/he shall be released with pay and without charge to any other paid leave accrual. A unit member scheduled to work the "A" or "C" line tour of duty shall be assigned to the "B" line tour of duty for jury duty service. In the event a unit member is released from jury duty on or before 12:00 noon during a regularly scheduled tour of duty, that unit member shall report to work for the remaining part of that tour. The affected unit member shall not be entitled to the shift differential set forth in Article IV, Section 5(A). The City shall not be responsible for any compensation when a unit member appears for jury duty on his/her scheduled day off or in the event such service exceeds his/her regularly scheduled tour of duty. The unit member shall, upon receipt of the notice, call the Department and notify a supervisor. Thereafter, the unit member shall provide a copy of the notice to the Chief of Police or his/her designee. The unit member

shall be required to use the "call-in" method, if available. In that event, and if the unit member is not required to report for jury duty, s/he shall call the Department and notify a supervisor that s/he will be reporting for his/her regularly scheduled tour of duty.

ARTICLE XXV. TERM OF THE AGREEMENT

This Agreement shall be effective as of January 1, 2006 and shall continue through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PEEKSKILL POLICE ASSOCIATION

By: _____
President

Dated: March 14 2008

CITY OF PEEKSKILL

By: _____
City Manager

Dated: MAR 14 2008

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