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AGREEMENT

BETWEEN

THE TOWN OF CLAY

AND

THE CLAY POLICE BENEVOLENT ASSOCIATION

1/1 12/31

FOR THE YEARS 2006, 2007, 2008 AND 2009

RECEIVED

JUL 05 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

17

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PREAMBLE

An agreement made this 29th day of August 2006 between the TOWN OF CLAY (herein referred to as the "Town") and THE TOWN OF CLAY POLICE BENEVOLENT ASSOCIATION, INC. (herein referred to as the "Association").

The Town and the Association recognize the common interest in the public service of the Town of Clay, beyond the 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 obliged 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, creed, national origin or sex.

5. Whenever the terms: employees, full-time employees, member, police officer and patrolman are used in the 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 representative 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 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 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 the 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 duties. The performance of such duties involves those members in all manner 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 member's 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 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 rewards 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 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 the purpose of counsel and/or a representative of the PBA past 10:00A.M., of the day following notification of the 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 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 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 officers 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 upon mutual written consent of the Commissioner of Public Safety and the PBA. Such an agreement shall also be strictly contingent 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 for the same shift for an entire month. A 'Shift' is defined as "A" Shift (11 PM-7 AM), "B" Shift (7 AM – 3 PM), "C" Shift (3 PM – 11 PM).

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

4. Effective January 1, 2006 the Town agrees to the following language: If a new schedule is agreed upon in the future with management, the town agrees to amend the existing and all subsequent contracts to state that all personal, vacation and sick time along with any other accrued time be considered "day for day", unless such language is changed through negotiations.

ARTICLE 6

COMPENSATION RATE

1. Effective January 1, 2006, (retroactive to that date) and through the last payroll period in December 2006, all bargaining unit employees will receive a 3.5% pay increase. The retroactive increase for 2006 shall be paid during the next payroll period after the execution of this agreement. Effective January 1, 2007 through the last pay period in 2007, members of the association shall receive a 3.5% pay increase. Effective January 1, 2008 through the last pay period of 2008, members shall receive a 3.75% pay increase. Effective January 1, 2009 through the last pay period in 2009 members shall receive a 4.0% pay increase.

2. Each member of the unit will receive longevity pay of Three Hundred Fifty Dollars (\$350.00) after five (5) years consecutive service in the Town of Clay Police Department, and an additional increment of Three Hundred Fifty Dollars (\$350.00) 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 cents (.80) per hour for any hours worked between 3 PM and 7 AM. 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 obtained the rank of Sergeant.

6. The amount of compensation designated, as an "Entry Minimum" shall be the rate paid to all individuals herein 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 deferred compensation program made available to other employees of the Town.

9. Effective January 1, 2006 The Town agrees to pay all full-time uniformed sworn members of the Clay Police Department "Roll Call Pay", which shall consist of one half (½) hour each day worked, for the purpose of preparing for work. Roll call shall begin ½ hour prior to the employees scheduled work time. Such preparation shall consists of roll call, report review etc... should a call for service be received during that time the employee shall be responsible for handling it. All full time employees shall be entitled to roll call pay. Roll Call Pay shall be paid at the straight time rate; a method of bookkeeping will be established by mutual agreement between the Town and the Association.

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 | j. Black shoes |
| b. ammunition | k. Boots and galoshes |
| c. leather equipment including holster and belt | l. Raincoat |
| d. shield and name plates | m. (3) L/S (3) S/S shirts |
| e. baton | n. Three (3) trousers |
| f. winter and summer hats | o. Handcuffs and case |
| g. insignia of rank and departmental emblems | p. Pepper spray |
| h. shoulder patches | q. Ticket book |
| i. winter and summer jackets | r. Rain gear |

2. Effective 01/01/06 every full-time uniform officer shall be authorized an allowance of seven hundred (\$700.00) dollars. Such allowance shall be used for the purchase and maintenance of his/her duty uniform or other job related equipment as authorized. Officers may either submit invoices for reimbursement or purchase clothes or equipment from authorized vendors.

3. Effective January 1, 2006 every full-time plainclothes officer shall be authorized eight hundred seventy five (\$875.00) dollars; plainclothes officers shall be determined at the discretion of the Commissioner of Public Safety. Expenditures by plainclothes officers shall be made in accordance with number two of this article.

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 the line of duty or, in the alternative, compensate said employees for such damages.

ARTICLE 8

VACATIONS

1. All full-time employees with the bargaining unit, regardless of date of employment shall be entitled to vacations with pay in accordance with the following provisions.
2. Effective January 1, 2007 all full – time employees within the bargaining unit, regardless of date of employment, shall be entitled to one additional vacation day with pay in each of steps below.
 - 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 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 days of paid vacation.
 - c. After five (5) years of 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 twenty-three (23) consecutive working days of paid vacation.
3. 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 herein above.
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 (5) days 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 timed 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 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

1. Effective January 1, 2006 every full-time employee of the bargaining unit shall be authorized thirteen (13) paid holidays during the calendar year and shall receive 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

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.

2. When incapacitated for work by reason of personal illness or injury, each employee shall be entitled to compensation at his current 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 Worker's 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 a maximum of 120 days of unused sick time at their retirement rate, for the purpose of paying the employee portion of their retirement medical premiums, i.e. 20%. The employee need not have any minimum amount of accrued sick time to be eligible for this benefit. The sick time benefit shall be paid at the employee's rate of pay at retirement.

BEREAVEMENT AND PERSONAL LEAVE

1. Full-time employees shall be permitted a maximum of three (3) days of 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-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. Effective 01/01/07 Full-time employees will be entitled to five (5) days of personal business leave per year after one (1) year of service. Effective 01/01/08 full-time employees will be entitled to six (6) 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 six (6) 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 offers of the Clay Police Department at time and one-half for all overtime hours worked. Officers have the option of taking overtime as either pay or Compensatory (Comp) Time. Officers may accrue up to (40) forty hours of comp time. The member may use such comp time at any time, provided that there is adequate shift coverage. The member may at any time they desire "cash out" their accumulated "comp time" at the current rate. Employees shall be paid for all accrued "comp" time at retirement, separation from employment with the town, or at the request of the employee. Payment shall be made as soon as administratively possible but not more than thirty (30) days. In the event of an employees death, payment shall be made to the their estate. All use of compensation time will be at the discretion of the Commissioner of Public safety or his designee.

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) hour, 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 designed representative at the time when he next reports of duty setting forth the work performed, his claim for the amount of overtime compensation and the circumstances under which said duty was performed.

4. Effective January 1, 2006 and retroactive to that date employees assigned to a 5-2 schedule shall be entitled to one (1) "comp" day per month.

COURT TIME

Off duty time spent in court or waiting to appear there under subpoena, shall be fixed at a minimum of two (2) hours pay at time and one half, an all hours in excess of two (2) hours actually 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) hour of the end of his normal shift, he shall receive 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 Blue/Cross Shield 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 benefit. 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 switch to will be the same as the plan made available to other active employees of the Town.

2. The Town agrees to contribute 80% 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 amount 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) dollar prescription 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 the employees within the Town of Clay Police Department and their dependants. The Town's share of the cost will be fifty (50%) with fifty percent (50%) 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 Town employment and are receiving benefits under the New York State and Local Police and Fire Retirement System. 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 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 until the limits of benefits are reached as further described below. The prescription benefits for retiree's will be the same as active members.

1. All employees hired prior to January 1, 2006 are eligible for retired medical benefits for the employee and their family to be taken at any time up to age 65 subject to the conditions to the plan provider as follows:

Ten (10) years of service with the Town - Ten (10) years of benefits

Fifteen (15) years of service with the Town - Fifteen (15) years of benefits

Twenty (20) years of service with the Town - Twenty (20) years of benefits

2. Retiree Medical insurance shall be what is known as option K of the NYS Teamsters Plan or an equivalent.

a. Retiree Medical benefits can be individual, spousal or family coverage at the discretion of the retiree.

b. Employees must have been granted a bona-fide retirement benefit from the New York State and Local Police and Fire Retirement System.

c. Employees who have accumulated (20) years or more of service with the Town are entitled to twenty (20) years of accumulated benefit, which may extend beyond age 65. At age sixty-five (65) the benefit provided would be the Medicare supplemental policy provided through the Town with the Town contributing eighty (80) % of the premium and the retiree contributing twenty (20) %.

d. Employees hired after January 1, 2006 are entitled to all the above benefits, but at a 70/30 split.

e. The employee has the right to continue coverage at age sixty five (65) (or after 65 for employees who have more than 20 years of service to the Town), by obtaining the supplemental coverage at no cost to the employer, which is offered under the local plan. Should the employee have a balance in his/her unused sick time account this may be used to continue the supplemental coverage until the account is depleted.

f. Should the employee be retired from the NYS Police and Fire Retirement System with a disability retirement, the same language shall apply as appropriate with above language and the amount of service the employee had with the Town.

g. Should an employee die, the employee's spouse/family shall be entitled to receive retired employee medical benefits.

3. Employees hired prior to January 1, 2006 who do not have the needed ten (10) years to qualify for medical insurance upon retirement will be covered under the following, with all language as other employees and the same insurance afforded them with the following conditions.

a. Employees must have 5 years service with the Town and retire from the Police and Fire Retirement System.

b. The employee will be entitled to ten (10) years of retired health insurance with coverage being that of the individual plan as afforded to other employees at the rate of eighty (80) % being paid by the Town and twenty (20) % being paid by the employee.

c. Employees meeting the qualifications in #1 of this chapter, are entitled to 5 years of medical benefits spousal/ family to be taken at anytime up to age sixty-five (65) subject to the conditions of the plan provider at the rate of eighty (80) % paid by the employer and twenty (20) % paid by the employee.

d. The employee will have the same option as other employees to use their sick time that has accumulated to pay their twenty (20) %.

e. An employee may continue any health insurance under the Towns health plan after his/her benefits have been exhausted, at no cost to the town.

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 misrepresentation, 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, material 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 the 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 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 two (2) week period from the 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 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 rights and procedures allowed by the 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 of 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 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

CONFOMITY TO LAW

1. It is understood and agreed upon between the Town and the Association that the terms of this Agreement is subject to applicable provisions of Federal and New York State Law and, in the event that any 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 IMPLEMNTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, 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 a 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 in the form approved by the Town and shall be valid for a period of one (1) year from the date therein. 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 be 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 written agenda of the problems to be covered is submitted by the Association to the designated Town representative at least one (1) week prior to 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 collectively 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 contact claim made against an individual officer personally named subsequent to the date of this agreement as a result of the 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, 2006 through and including December 31, 2009. If negotiations for a new Agreement have not yet resulted in a new Agreement by December 31, 2009 then it is agreed that the terms of this Agreement shall continue in full force and effect until supplanted or modified.

TOWN OF CLAY POLICE BENEVOLENT ASSOCIATION

By: Matthew J. Timmerman Date: August 25, 2006
 Matthew J. Timmerman, President

TOWN OF CLAY

By: Mark J. Rupprecht Date: August 29, 2006
 Mark J. Rupprecht, Supervisor

**Town of Clay
PBA Contract Salaries
1/1/06 - 12/31/06**

Payroll Title	2006 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	35,983	\$1,383.95	17.30	25.95
Officer + 6 Months	39,306	\$1,511.78	18.90	28.35
Officer + 1 Year	45,176	\$1,737.53	21.72	32.58
Officer + 2 Years	47,697	\$1,834.50	22.93	34.40
Officer + 3 Years	50,127	\$1,927.97	24.10	36.15
Officer + 4 Years	52,831	\$2,031.94	25.40	38.10
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 5 Years	53,181	\$2,045.41	25.57	38.35
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 10 Years	53,531	\$2,058.87	25.74	38.60
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 15 Years	53,881	\$2,072.33	25.90	38.86
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 20 Years	54,231	\$2,085.79	26.07	39.11
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 25 Years	54,581	\$2,099.25	26.24	39.36
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 30 Years	54,931	\$2,112.71	26.41	39.61
Sergeant Entry				
	57,730	\$2,220.39	27.75	41.63
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 5 Years	58,080	\$2,233.86	27.92	41.88
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 10 Years	58,430	\$2,247.32	28.09	42.14
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 15 Years	58,780	\$2,260.78	28.26	42.39
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 20 Years	59,130	\$2,274.24	28.43	42.64
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 25 Years	59,480	\$2,287.70	28.60	42.89
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 30 Years	59,830	\$2,301.16	28.76	43.15
Lieutenant Entry				
	61,852	\$2,378.91	29.74	44.60
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 5 Years	62,202	\$2,392.37	29.90	44.86
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 10 Years	62,552	\$2,405.83	30.07	45.11
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 15 Years	62,902	\$2,419.29	30.24	45.36
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 20 Years	63,252	\$2,432.75	30.41	45.61
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 25 Years	63,602	\$2,446.22	30.58	45.87
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 30 Years	63,952	\$2,459.68	30.75	46.12

Town of Clay
PBA Contract Salaries
1/1/06 - 12/31/06

Payroll Title	2006 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	\$ 35,983	\$ 1,383.96	\$17.30	\$ 25.94
Officer + 6 Months	\$ 39,306	\$ 1,511.77	\$ 18.90	\$ 28.35
Officer + 1 Year	\$ 45,176	\$ 1,737.54	\$ 21.72	\$ 32.58
Officer + 2 Years	\$ 47,697	\$ 1,834.50	\$ 22.93	\$ 34.40
Officer + 3 Years	\$ 50,127	\$ 1,927.96	\$ 24.10	\$ 36.15
Officer + 4 Years	\$ 52,831	\$ 2,031.96	\$ 25.40	\$ 38.10
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 5 Years	\$ 53,181	\$ 2,045.42	\$ 25.57	\$ 38.35
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 10 Years	\$ 53,531	\$ 2,058.88	\$ 25.74	\$ 38.60
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 15 Years	\$ 53,881	\$ 2,072.35	\$ 25.90	\$ 38.86
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 20 Years	\$ 54,231	\$ 2,085.81	\$ 26.07	\$ 39.11

Sergeant Entry	\$ 57,730	\$ 2,220.39	\$ 27.75	\$ 41.63
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 5 Years	\$ 58,080	\$ 2,233.85	\$ 27.92	\$ 41.88
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 10 Years	\$ 58,430	\$ 2,247.31	\$ 28.09	\$ 42.14
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 15 Years	\$ 58,780	\$ 2,260.77	\$ 28.26	\$ 42.39
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 20 Years	\$ 59,130	\$ 2,274.23	\$ 28.43	\$ 42.64
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 25 Years	\$ 59,480	\$ 2,287.69	\$ 28.60	\$ 42.89

Lieutenant Entry	\$ 61,852	\$ 2,378.91	\$ 29.74	\$ 44.60
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 5 Years	\$ 62,202	\$ 2,392.38	\$ 29.90	\$ 44.86
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 10 Years	\$ 62,552	\$ 2,405.85	\$ 30.07	\$ 45.11
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 15 Years	\$ 62,902	\$ 2,419.31	\$ 30.24	\$ 45.36
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 20 Years	\$ 63,252	\$ 2,432.77	\$ 30.41	\$ 45.61
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 25 Years	\$ 63,602	\$ 2,446.23	\$ 30.58	\$ 45.86

Town of Clay
PBA Contract Salaries
1/1/07 - 12/31/07

Payroll Title	2007 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	37,242	\$1,432.39	17.90	26.86
Officer + 6 Months	40,682	\$1,564.69	19.56	29.34
Officer + 1 Year	46,757	\$1,798.34	22.48	33.72
Officer + 2 Years	49,366	\$1,898.71	23.73	35.60
Officer + 3 Years	51,882	\$1,995.44	24.94	37.41
Officer + 4 Years	54,680	\$2,103.06	26.29	39.43
+ Longevity	350	\$13.46	0.17	0.25
Officer + 5 Years	55,030	\$2,116.52	26.46	39.68
+ Longevity	350	\$13.46	0.17	0.25
Officer + 10 Years	55,380	\$2,129.98	26.62	39.94
+ Longevity	350	\$13.46	0.17	0.25
Officer + 15 Years	55,730	\$2,143.45	26.79	40.19
+ Longevity	350	\$13.46	0.17	0.25
Officer + 20 Years	56,080	\$2,156.91	26.96	40.44
+ Longevity	350	\$13.46	0.17	0.25
Officer + 25 Years	56,430	\$2,170.37	27.13	40.69
+ Longevity	350	\$13.46	0.17	0.25
Officer + 30 Years	56,780	\$2,183.83	27.30	40.95
Sergeant				
Sergeant Entry	59,751	\$2,298.11	28.73	43.09
+ Longevity	350	\$13.46	0.17	0.25
Sergeant + 5 Years	60,101	\$2,311.57	28.89	43.34
+ Longevity	350	\$13.46	0.17	0.25
Sergeant + 10 Years	60,451	\$2,325.03	29.06	43.59
+ Longevity	350	\$13.46	0.17	0.25
Sergeant + 15 Years	60,801	\$2,338.49	29.23	43.85
+ Longevity	350	\$13.46	0.17	0.25
Sergeant + 20 Years	61,151	\$2,351.95	29.40	44.10
+ Longevity	350	\$13.46	0.17	0.25
Sergeant + 25 Years	61,501	\$2,365.41	29.57	44.35
+ Longevity	350	\$13.46	0.17	0.25
Sergeant + 30 Years	61,851	\$2,378.88	29.74	44.60
Lieutenant				
Lieutenant Entry	64,016	\$2,462.17	30.78	46.17
+ Longevity	350	\$13.46	0.17	0.25
Lieutenant + 5 Years	64,366	\$2,475.63	30.95	46.42
+ Longevity	350	\$13.46	0.17	0.25
Lieutenant + 10 Years	64,716	\$2,489.09	31.11	46.67
+ Longevity	350	\$13.46	0.17	0.25
Lieutenant + 15 Years	65,066	\$2,502.55	31.28	46.92
+ Longevity	350	\$13.46	0.17	0.25
Lieutenant + 20 Years	65,416	\$2,516.02	31.45	47.18
+ Longevity	350	\$13.46	0.17	0.25
Lieutenant + 25 Years	65,766	\$2,529.48	31.62	47.43
+ Longevity	350	\$13.46	0.17	0.25
Lieutenant + 30 Years	66,116	\$2,542.94	31.79	47.68

**Town of Clay
PBA Contract Salaries
1/1/07- 12/31/07**

Payroll Title	2007 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	\$ 37,242	\$ 1,432.40	\$17.90	\$ 26.85
Officer + 6 Months	\$ 40,682	\$ 1,564.68	\$ 19.56	\$ 29.34
Officer + 1 Year	\$ 46,757	\$ 1,798.35	\$ 22.48	\$ 33.72
Officer + 2 Years	\$ 49,366	\$ 1,898.70	\$ 23.73	\$ 35.60
Officer + 3 Years	\$ 51,881	\$ 1,995.44	\$ 24.94	\$ 37.41
Officer + 4 Years	\$ 54,680	\$ 2,103.08	\$ 26.29	\$ 39.43
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 5 Years	\$ 55,030	\$ 2,116.54	\$ 26.46	\$ 39.68
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 10 Years	\$ 55,380	\$ 2,130.00	\$ 26.62	\$ 39.93
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 15 Years	\$ 55,730	\$ 2,143.46	\$ 26.79	\$ 40.19
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 20 Years	\$ 56,080	\$ 2,156.92	\$ 26.96	\$ 40.44

Sergeant Entry	\$ 59,750	\$ 2,298.10	\$ 28.73	\$ 43.09
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 5 Years	\$ 60,100	\$ 2,311.54	\$ 28.89	\$ 43.34
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 10 Years	\$ 60,450	\$ 2,325.00	\$ 29.06	\$ 43.59
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 15 Years	\$ 60,800	\$ 2,338.46	\$ 29.23	\$ 43.85
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 20 Years	\$ 61,150	\$ 2,351.92	\$ 29.40	\$ 44.10
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 25 Years	\$ 61,500	\$ 2,365.38	\$ 29.57	\$ 44.35

Lieutenant Entry	\$ 64,017	\$ 2,462.18	\$ 30.78	\$ 46.16
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 5 Years	\$ 64,367	\$ 2,475.65	\$ 30.94	\$ 46.41
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 10 Years	\$ 64,717	\$ 2,489.11	\$ 31.11	\$ 46.67
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant +15 Years	\$ 65,067	\$ 2,502.58	\$ 31.28	\$ 46.92
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 20 Years	\$ 65,417	\$ 2,516.03	\$ 31.45	\$ 47.17
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 25 Years	\$ 65,767	\$ 2,529.50	\$ 31.62	\$ 47.43

**Town of Clay
PBA Contract Salaries
1/1/08 - 12/31/08**

Payroll Title	2008 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	38,639	\$1,486.11	18.58	27.86
Officer + 6 Months	42,207	\$1,623.36	20.29	30.44
Officer + 1 Year	48,510	\$1,865.78	23.32	34.98
Officer + 2 Years	51,218	\$1,969.91	24.62	36.94
Officer + 3 Years	53,827	\$2,070.27	25.88	38.82
Officer + 4 Years	56,730	\$2,181.93	27.27	40.91
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 5 Years	57,080	\$2,195.39	27.44	41.16
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 10 Years	57,430	\$2,208.85	27.61	41.42
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 15 Years	57,780	\$2,222.31	27.78	41.67
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 20 Years	58,130	\$2,235.77	27.95	41.92
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 25 Years	58,480	\$2,249.23	28.12	42.17
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 30 Years	58,830	\$2,262.70	28.28	42.43
Sergeant Entry				
Sergeant Entry	61,991	\$2,384.29	29.80	44.71
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 5 Years	62,341	\$2,397.75	29.97	44.96
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 10 Years	62,691	\$2,411.21	30.14	45.21
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 15 Years	63,041	\$2,424.67	30.31	45.46
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 20 Years	63,391	\$2,438.13	30.48	45.71
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 25 Years	63,741	\$2,451.59	30.64	45.97
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 30 Years	64,091	\$2,465.06	30.81	46.22
Lieutenant Entry				
Lieutenant Entry	66,417	\$2,554.50	31.93	47.90
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 5 Years	66,767	\$2,567.96	32.10	48.15
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 10 Years	67,117	\$2,581.42	32.27	48.40
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 15 Years	67,467	\$2,594.89	32.44	48.65
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 20 Years	67,817	\$2,608.35	32.60	48.91
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 25 Years	68,167	\$2,621.81	32.77	49.16
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 30 Years	68,517	\$2,635.27	32.94	49.41

**Town of Clay
PBA Contract Salaries
1/1/08- 12/31/08**

Payroll Title	2008 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	\$ 38,638	\$ 1,486.09	\$18.58	\$ 27.86
Officer + 6 Months	\$ 42,207	\$ 1,623.37	\$ 20.29	\$ 30.44
Officer + 1 Year	\$ 48,510	\$ 1,865.78	\$ 23.32	\$ 34.98
Officer + 2 Years	\$ 51,217	\$ 1,969.89	\$ 24.62	\$ 36.93
Officer + 3 Years	\$ 53,826	\$ 2,070.25	\$ 25.88	\$ 38.82
Officer + 4 Years	\$ 56,730	\$ 2,181.84	\$ 27.27	\$ 40.91
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 5 Years	\$ 57,080	\$ 2,195.38	\$ 27.44	\$ 41.16
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 10 Years	\$ 57,430	\$ 2,208.85	\$27.61	\$ 41.41
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 15 Years	\$ 57,780	\$ 2,22.31	\$ 27.78	\$ 41.67
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 20 Years	\$58,130	\$ 2,236.77	\$ 27.95	\$ 41.92

Sergeant Entry	\$ 61,991	\$ 2,384.29	\$ 28.73	\$ 43.09
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 5 Years	\$ 62,341	\$ 2,397.73	\$ 29.97	\$ 44.96
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 10 Years	\$ 62,691	\$ 2,411.19	\$ 30.14	\$ 45.21
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 15 Years	\$ 63,041	\$ 2,424.65	\$ 30.31	\$ 45.46
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 20 Years	\$ 63,391	\$ 2,438.11	\$ 30.48	\$ 45.71
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 25 Years	\$ 63,741	\$ 2,451.58	\$ 30.64	\$ 45.97

Lieutenant Entry	\$ 66,418	\$ 2,554.52	\$ 31.93	\$ 47.89
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 5 Years	\$ 66,768	\$ 2,568.00	\$ 32.10	\$ 48.15
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 10 Years	\$ 67,118	\$ 2,581.46	\$ 32.27	\$ 48.40
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant +15 Years	\$ 67,468	\$ 2,594.92	\$ 32.44	\$ 48.65
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 20 Years	\$ 67,818	\$ 2,608.38	\$ 32.60	\$ 48.91
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 25 Years	\$ 68,168	\$ 2,621.85	\$ 32.77	\$ 49.16

**Town of Clay
PBA Contract Salaries
1/1/09 - 12/31/09**

Payroll Title	2009 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	40,184	\$1,545.55	19.32	28.98
Officer + 6 Months	43,896	\$1,688.30	21.10	31.66
Officer + 1 Year	50,451	\$1,940.41	24.26	36.38
Officer + 2 Years	53,266	\$2,048.70	25.61	38.41
Officer + 3 Years	55,980	\$2,153.09	26.91	40.37
Officer + 4 Years	58,999	\$2,269.20	28.37	42.55
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 5 Years	59,349	\$2,282.67	28.53	42.80
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 10 Years	59,699	\$2,296.13	28.70	43.05
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 15 Years	60,049	\$2,309.59	28.87	43.30
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 20 Years	60,399	\$2,323.05	29.04	43.56
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 25 Years	60,749	\$2,336.51	29.21	43.81
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Officer + 30 Years	61,099	\$2,349.97	29.37	44.06
Sergeant Entry				
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 5 Years	64,821	\$2,493.12	31.16	46.75
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 10 Years	65,171	\$2,506.58	31.33	47.00
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 15 Years	65,521	\$2,520.04	31.50	47.25
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 20 Years	65,871	\$2,533.50	31.67	47.50
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 25 Years	66,221	\$2,546.97	31.84	47.76
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Sergeant + 30 Years	66,571	\$2,560.43	32.01	48.01
Lieutenant Entry				
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 5 Years	69,424	\$2,670.14	33.38	50.07
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 10 Years	69,774	\$2,683.60	33.55	50.32
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 15 Years	70,124	\$2,697.07	33.71	50.57
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 20 Years	70,474	\$2,710.53	33.88	50.82
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 25 Years	70,824	\$2,723.99	34.05	51.07
+ Longevity	<u>350</u>	<u>\$13.46</u>	<u>0.17</u>	<u>0.25</u>
Lieutenant + 30 Years	71,174	\$2,737.45	34.22	51.33

**Town of Clay
PBA Contract Salaries
1/1/09- 12/31/09**

Payroll Title	2009 Salary	Biweekly Rate	Hourly Rate	Overtime Rate
Officer Entry	\$ 40,183	\$ 1,545.52	\$19.32	\$ 28.99
Officer + 6 Months	\$ 43,895	\$ 1,688.28	\$ 21.10	\$ 31.65
Officer + 1 Year	\$ 50,450	\$ 1,940.40	\$ 24.25	\$ 36.38
Officer + 2 Years	\$ 53,266	\$ 2,048.68	\$ 25.61	\$ 38.41
Officer + 3 Years	\$ 55,979	\$ 2,153.04	\$ 26.91	\$ 40.37
Officer + 4 Years	\$ 58,999	\$ 2,269.20	\$ 28.36	\$ 42.55
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 5 Years	\$ 59,349	\$ 2,282.65	\$ 28.53	\$ 42.80
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 10 Years	\$ 59,699	\$ 2,296.11	\$28.70	\$ 43.05
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 15 Years	\$ 60,049	\$ 2,309.58	\$ 28.87	\$ 43.30
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Officer + 20 Years	\$ 60,399	\$ 2,323.05	\$ 29.04	\$ 43.56

Sergeant Entry	\$ 64,471	\$ 2,479.64	\$ 30.99	\$ 46.49
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 5 Years	\$ 64,821	\$ 2,493.11	\$ 31.16	\$ 46.74
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 10 Years	\$ 65,171	\$ 2,506.58	\$ 31.33	\$ 47.00
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 15 Years	\$ 65,521	\$ 2,520.03	\$ 31.50	\$ 47.25
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 20 Years	\$ 65,871	\$ 2,533.50	\$ 31.67	\$ 47.50
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Sergeant + 25 Years	\$ 66,221	\$ 2,546.96	\$ 31.84	\$ 47.75

Lieutenant Entry	\$ 69,075	\$ 2,656.72	\$ 33.20	\$ 49.81
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 5 Years	\$ 69,425	\$ 2,670.19	\$ 33.38	\$ 50.06
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 10 Years	\$ 69,775	\$ 2,683.65	\$ 33.54	\$ 50.31
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant +15 Years	\$ 70,125	\$ 2,697.11	\$ 33.71	\$ 50.56
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 20 Years	\$ 70,475	\$ 2,710.58	\$ 33.88	\$ 50.82
+ Longevity	\$ 350	\$ 13.46	\$.17	\$.25
Lieutenant + 25 Years	\$ 70,825	\$ 2,723.99	\$ 34.04	\$ 51.06