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**POL/7293**

**Town of Brighton**

**and**

**Brighton Police Patrolman's Association**

**January 1, 2007 - December 31, 2010**

**Received 6/25/07**

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## **Agreement**

This Agreement made and entered into the 12th day of February, 2007, by and between the Town Board of the Town of Brighton, County of Monroe, and State of New York, hereinafter referred to as the "Town" and the Brighton Police Patrolman's Association, hereinafter referred to as the "Association." This Agreement shall be in effect from January 1, 2007, through December 31, 2010.

### **Article 1 Purpose**

1. It is the purpose of this agreement to effectuate the provisions of Chapter 391 of the Laws of 1967 (The Public Employees' Fair Employment Act), to provide orderly collective negotiating relations between the Town and the Association, to secure prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees covered by this Agreement.

### **Article 2 Recognition and Check Off**

1. The Town recognizes the Association as the exclusive negotiating representative and bargaining agent for the following employees of the Brighton Police Department, to wit: lieutenants, sergeants and patrolmen.

2. The Town agrees to deduct Association dues from the wages of those Association members who appear on the Town payroll and who have furnished the Town a written authorization so providing, and to forward such dues, together with a list of employees for whom dues deductions are made, to the Association.

### **Article 3 Recognition of Rights**

1. The Town will not interfere with, restrain, intimidate, or coerce any employee because of membership or non-membership in the Association or on account of lawful activity on its behalf, so long as said activity does not interfere with the employee's duties or with the carrying out of the responsibilities of the Brighton Police Department.

2. The Association and its members will not interfere with, restrain, intimidate, or coerce any employee with respect to activity on behalf of the Association. There shall be no solicitation of employees during working hours for Association dues or membership.

3. The President of the Association or his/her designee shall be granted up to a total of twenty-five (25) paid working days per calendar year of release time for the purpose of conducting Association business. The President or his/her designee will notify his/her immediate supervisor not less than forty-eight (48) hours in advance when he/she intends to take

a day off for Association business. The President and his/her designee shall both be allowed to use release time at the same time if staffing levels permit with the approval of the Chief or the Chief's designee.

#### **Article 4 Management Rights**

1. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, lay off, assign, transfer, promote, and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

2. The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

#### **Article 5 Grievance Procedures**

1. **Declaration of Purpose.** WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Town and the Association is essential to the operation of the Police Department, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees of the Police Department.

2. **Definitions.** For purposes of this agreement, a grievance shall be defined as a dispute regarding the application or interpretation of a specific provision of this Agreement, or a unilateral modification of a past practice which the Association considers to be binding upon the Town, except that in no event will any dispute which is subject to the following statutes be considered a grievance under the terms of this Agreement:

- a. The New York Civil Service Law, and the Rules and Regulations of the appropriate Civil Service Commission.
- b. Article 10 of the New York General Municipal Law, and any resolution of the Town of Brighton adopting procedures under Article 10.
- c. Article 10 of the New York Town Law and any resolution of the Town of Brighton adopting procedures under Article 10.

"Days" for purposes of the grievance procedure shall mean, unless otherwise specified, Monday through Friday, excluding holidays.

"Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance.

"Party in Interest" shall mean any party name in a grievance who is not the aggrieved party.

**3.** The parties recognize that discipline or discharge of employees, covered by this Agreement, is subject to Section 155 of the Town Law and rules and regulations thereunder, and not to the provisions of the Civil Service Law, except that discharge and discipline of probationary employees shall be covered by the Civil Service Law. When an employee chooses the Grievance Procedure instead of Section 155, as permitted in Article 7, Paragraph 5 of this Agreement, this Paragraph and statute (c) of Paragraph 2 above shall not apply.

**4. General Procedures.** All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement alleged to have been violated, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

**a.** except for informal decisions at Paragraph 6, Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the aggrieved party and the Association.

**b.** If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

**c.** The Town and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

**d.** Except as otherwise provided in Section 6, Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his/her own behalf, at the expense of the party calling such witnesses, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

**e.** Forms for filing processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Town and the Association. The Chief of Police shall provide for the printing of appropriate forms. All documents, communications, and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants.

f. Any party may request that an official stenographic record be kept of any hearings pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

## **5. Time Limits.**

a. Unless the written grievance is submitted at the appropriate first stage within twenty (20) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

b. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

c. Failure at any stage of the grievance procedure (after the grievance is in writing) to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall automatically lodge an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

d. The time limits of this procedure may be extended by mutual agreement of the parties in writing.

## **6. Grievance and Review.**

### **Stage 1: Immediate Supervisor**

a. A member of the negotiating unit having a grievance will discuss it with his/her lieutenant, either directly or with a representative, with the objective of resolving the matter informally.

In the event that a member of the unit has been aggrieved but elects not to file a grievance, the Association may institute grievance proceedings in those instances where the aggrieved party's absence precludes exercise of the grievance procedure and provided the Association has the written consent of the aggrieved party.

**Stage 2:** If after five (5) days the grievance is not resolved informally, it shall be reduced to writing and be presented to the Chief. The Chief will return the written grievance to the lieutenant and the President of the Association for a period of three (3) days for a second effort at informal resolution and, if that fails, then; within ten (10) days after the written grievance is returned to him, the Chief shall render a decision thereon, in writing, and present it to the member of the unit and his/her representative.

### **Stage 3: Appeal to the Town Board**

a. If the aggrieved party and/or the Association are not satisfied with the decision at Stage 2, he/she may submit the grievance to the Town Board of the Town of

Brighton by written notice to the Supervisor of the Town within ten (10) days of the decision at Stage 2.

**b.** The Town Board will hear the matter promptly and will issue its decision not later than fifteen (15) days from the date of the close of the hearing or, if oral hearings have been waived, from the date the final statements and proofs are submitted to the Town Board. The decision of the Town Board will be in writing and will set forth its findings of fact, reasoning, and conclusions on the issue.

#### **Stage 4: Arbitration**

**a.** In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default; then not later than thirty (30) days after the third step procedures are complete, or thirty (30) days after the time limits required by the steps in the grievance procedure have run, either party may submit the grievance to arbitration by requesting from the Public Employment Relations Board a list of seven (7) arbitrators from which the Employer and the Union shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question. It is agreed that up to three lists may be requested.

**b.** The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

**c.** The arbitrator shall not order pay corrections in any grievance case for a period of more than sixty (60) working days prior to the date the grievance was initiated.

**d.** No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

**e.** No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

**f.** The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expense of witnesses or participants called by the other.

**7.** For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in police activities, and the Employer will not lock out any of the members of the unit or cause or be responsible for the same.

## **Article 6 Seniority**

1. Seniority shall be determined first by rank and second by continuous uninterrupted service in rank. Position on an appointment or promotional list will determine seniority among members of a rank, appointed or promoted at the same time. Patrolmen and policewomen shall acquire seniority from day of appointment to the Department.

2. An interruption in service shall occur when a member's name has been removed from the payroll of the Brighton Police Department for any period of time, except as may otherwise be provided for by the rules and regulations of the Civil Service Commission or the Laws of the State of New York. Sickness, military leave, and service in the Peace Corps shall not be deemed interruptions in service.

3. If a police officer voluntarily leaves the Department and does not return to the Department within one year (365 days), then and in that event he/she will lose his/her seniority. In the event that he/she returns within the one year (365 days), he/she will lose his/her shift preference. When a police officer is reappointed after interrupted service of no longer than one year (365 days), past seniority will be restored upon completion of three (3) years' continuous service after reinstatement. Upon completion of said three (3) years' continuous employment, the original date of appointment will again become effective, less the time said member was removed from the Brighton Police Department payroll.

4. An up-to-date employment list shall be furnished by the Town to the Association anytime there is a change in the personnel of the unit and no less often in any event than twice a year. A list shall set forth the names, dates of appointment to the force, date of every promotion, and date of birth.

## **Article 7 Disciplinary Action**

1. All disciplinary action including discharge shall be as provided by the Rules and Procedures of the Police Department, Town of Brighton, Section 3.39, entitled Disciplinary Procedures, which shall not be changed during the term of this Agreement.

2. Any employee covered by this Agreement shall have a right to review, at any reasonable time, his/her own personnel record with the Chief of Police.

3. When an employee is requested to answer a citizen's complaint, he or she shall be notified in writing of the nature of the complaint.

4. After investigation, no reference or record of a citizen's complaint which proves unfounded shall be entered in the employee's personnel folder, unless such complaint becomes the subject of filed formal charges.

5. When charges of misconduct are filed against any employee in the bargaining unit, or when the Chief of Police or his designee have decided that it is necessary to discipline or file charges against an employee, the employee and the Association will be informed of the decision and given twenty-four (24) hours to decide if he or she desires to proceed under the

Grievance and Arbitration procedure or under Section 155 of the Town Law as provided under Article 5 of this Agreement. The selection will be made in writing and signed by the employee. After a selection has been made, the employee will be presented with charges if he/she has not received them and has chosen the Section 155 procedure. If the employee chooses the Grievance and Arbitration procedure, he/she will be given a letter indicating generally why he/she is being disciplined and the punishment. The employee may then file a grievance in answer to the Employer's action.

a. When a disciplined employee chooses the Grievance procedure, that process will begin at Stage 3 of Paragraph 6, Article 5, and the time limits that apply at that Stage shall be reduced to five (5) days for the employee to grieve and ten (10) days for the Town Board to answer following a hearing. The time limits for seeking arbitration in such cases will also be reduced to ten (10) days.

b. Employees who fail to make a timely written choice of one of the procedures shall be proceeded against under Section 155 of the Town Law. Once an employee has made a choice, they shall be precluded from disputing the charges or disciplinary action taken by any method other than the one chosen.

c. Prior to selection of one of the procedures but within three (3) days, an employee may seek and the Chief of Police or his designee will accept or reject a request for Summary Disciplinary Procedure under the Department Rules and Regulations. If that method is chosen by mutual agreement, the selection process will cease and the Summary Disciplinary Procedure will be used.

d. Notwithstanding any language in this Agreement, an employee may be suspended, with or without pay, pending their choice of disciplinary procedure and the implementation of such procedure.

## **Article 8 Salary and Other Economic Benefits**

### **1. Salary Increases.**

Effective January 1, 2007, employees will receive a wage increase of three and one-quarter percent (3.25%).

Effective January 1, 2008 employees will receive a wage increase of three percent (3%).

Effective January 1, 2009, employees will receive a wage increase of three percent (3%).

Effective January 1, 2010, employees will receive a wage increase of three and one-quarter percent (3.25%).

Effective January 1, 2007 the Town will add to this Article, the classification of Investigator with a corresponding wage rate which is three percent (3.0%) above the Step # 3 rate of Patrolman .

The Town will request of the Monroe County Civil Service Commission, the grandfathering in of those four (4) officers presently serving in the function of Investigator.

All future Investigators will be appointed pursuant to the rules, regulations and testing procedures of the New York State Civil Service Commission.

**2. Longevity Pay.**

a. All members of the unit when, within the calendar year, they complete five (5) continuous years of service with the Town of Brighton, shall receive \$500.00 per year thereafter in longevity payments; thereafter, this amount shall be increased an additional \$125.00 per year in the 6th through 25th years of continuous service. Those who complete twenty-five (25) continuous years or more of service with the Town of Brighton shall receive the maximum of \$3,000.00 per year thereafter in longevity payments. One-half of the longevity payment shall be paid on the first payday of June and one-half shall be paid on the first payday of December except as provided in b below:

b. In the event an eligible employee covered by this Agreement dies, retires, quits, resigns, or is discharged during the calendar year, he/she shall be paid upon his/her death, retirement, or separation, a pro-rata share of his/her longevity pay determined by a fraction, the numerator of which shall be the number of weeks he/she will have worked in the calendar year and the denominator of which shall be fifty-two (52).

**3. Salaries (Base) - Patrolman**

**Calendar Year**

	<b><u>Jan.</u></b> <b><u>2007</u></b>	<b><u>Jan.</u></b> <b><u>2008</u></b>	<b><u>Jan.</u></b> <b><u>2009</u></b>	<b><u>Jan</u></b> <b><u>2010</u></b>
<b>Starting Salary:</b> (new employee)	\$43,946	\$45,264	\$46,622	\$48,137
<b>Step #1:</b> Upon completion of the Police Academy, or if the new employee has such training when hired, or after one year of service	\$50,535	\$52,051	\$53,613	\$55,355
<b>Step #2:</b> Completion of two years of service	\$59,324	\$61,104	\$62,937	\$64,982
<b>Step #3:</b> Completion of three years of service	\$67,831	\$69,866	\$71,962	\$74,301

<b>Investigator</b>	\$69,866	\$71,962	\$74,121	\$76,530
<b>Sergeant:</b>	\$78,007	\$80,347	\$82,757	\$85,447
<b>Lieutenant:</b>	\$85,029	\$87,580	\$90,207	\$93,139

The above increases which are due to time in grade shall be made effective in each case on the first payday following the employee's anniversary date of employment, and those which result from a year-to-year salary schedule change shall be made on the first of the month that the salary change occurs.

**4. a.** When a patrolman is assigned by the Chief of Police or his designee to work out-of-title as a sergeant for an eight-hour continuous period, he/she shall be compensated for working in such position on a "per diem" basis which shall reflect the difference between his regular salary and the salary which he/she would have received if he/she held the rank of sergeant. It is understood and agreed that the assignment of such out-of-title work shall not be solely on the basis of seniority and the designation of the patrolman to such out-of-title work shall carry with it the responsibility of the rank pursuant to the Rules and Regulations of the Police Department for said rank.

**b.** Payment for out-of-title work as sergeant shall be made during the payroll period in which such out-of-title work as sergeant occurs.

**c.** The base salary as per #1 above, exclusive of all other forms of compensation, for the rank of Sergeant shall at all times during this Agreement be at least fifteen (15) percent more than the rank of patrolman as per #1 above. The rank of Lieutenant shall be nine (9) percent more than the rank of Sergeant.

**5. Payday.** Personnel covered by this Agreement shall be paid every alternate Friday.

**6. Retirement and Social Security Law.** The Town will pay all costs of obtaining for each member of the Association covered under Retirement System as provided in the New York Retirement and Social Security Law, a minimum guaranteed death benefit insurance policy issued through the New York State Retirement System. Said benefits shall be pursuant to Section 360-b under the New York Retirement and Social Security Law, which includes provision for ordinary death benefit at three times the employee's compensation during his/her last twelve (12) months of service (raised to the next higher multiple of one thousand dollars), not to exceed \$20,000.00.

**7.** The town will supply the following items for each member of the Negotiating Unit, to wit: (a) no more than one (1) pair of winter boots on a need basis; (b) uniform shoes of one style on a need basis.

**8.** All vehicles hereinafter purchased by the Town for the Police Department shall be equipped with air conditioning.

**9.** The Town shall provide and pay for the dry cleaning of no more than two (2) complete uniforms per week for each member of the Bargaining Unit, except plainclothesmen. The Town

shall pay for the cleaning of three (3) shirts per week for officers performing plainclothes functions.

**10.** Police officers assigned to work in non-uniform positions who, at present, receive a uniform allowance shall receive a clothing allowance of one-thousand (\$1,000.00) dollars per year and the cost of cleaning of two (2) suits or sport coats and slacks per week. The clothing allowance shall be paid in June and December each year, and will be prorated during each such six-month period for each full month employed in this classification. When employees covered by this Agreement are employed on a plainclothes assignment but not assigned to this classification, the payment of any clothing and the amount thereof will be at the discretion of the employer, but in no event will it exceed the amount provided for herein.

**11.** The Town shall pay shift premiums of three-quarters of one percent (3/4%) of base pay to all members who are permanently assigned to the 3rd platoon and one and one-half percent (1 1/2%) of base pay to all members who are permanently assigned to the 1st platoon. Members who are permanently assigned to the 1st/3rd platoon relief shift shall be paid a shift premium of one percent (1%) of base pay. Members who are permanently assigned to the 3rd/2nd platoon relief shall be paid a shift premium of one-half of one percent (1/2%) of base pay. All shift premiums shall be added to the member's base salary and shall be paid bi-weekly based upon the majority of the shifts a member is assigned during the payroll period.

**12. K-9 Allowance.** All members assigned to a K-9 dog shall receive additional compensation of one hour of the Federal minimum wage at the overtime rate for every day the unit member is responsible for the K-9 dog. Payment shall be bi-weekly.

## **Article 9 Holidays**

**1.** The holiday period is based on a calendar year (January 1 to December 31) and the purpose of considering holiday benefits, shall be considered as having commenced with the first day of the given year.

**2.** The number of paid holidays for all members of the negotiating unit shall be thirteen (13) in each calendar year.\*

First day of January (New Year's Day)  
Third Monday of January (Martin Luther King's Day)  
Twelfth day of February (Lincoln's Birthday)  
Third Monday of February (Washington's Birthday)  
Last Monday in May (Memorial Day)  
Fourth day of July (Independence Day)  
First Monday in September (Labor Day)  
Second Monday in October (Columbus Day)  
Fourth Monday in October (Veterans Day)  
Fourth Thursday in November (Thanksgiving Day)  
Twenty-fifth day of December (Christmas Day)  
Easter Sunday, as designated on the calendar  
Officer's Birthday

\*Subject to substituted day in accordance with Section 24 of the New York General Construction Law.

3. All members of the negotiating unit shall be paid for these holidays, whether or not worked, either in cash or in compensatory time off, at the option of the member.

4. Holiday schedules for all personnel will be prepared by the Chief of Police. Consideration will be given to rank and seniority in the scheduling of holidays.

5. Earned holiday pay in the form of compensatory time off may be taken at any time prior to the end of the calendar year. All payments for earned holidays, not taken in the form of compensatory time off, shall be paid on the first payday in the month of December.

6. Pay for a holiday shall be based on it being deemed a regular workday, computed in accordance with Article 25 Paragraph 10.

6. 7. Members who are assigned to the 5-2 schedule shall be granted the option of working the following holidays: (1) Martin Luther King Day, (2) Officer's Birthday, (3) Veteran's Day, (4) Lincoln's Birthday, (5) Columbus Day.

The member may use each of these "floating" days as regular days off at the member's option, on a one (1) for one (1) basis with the approval of the member's immediate supervisor.

7. Members who are assigned to the 5-2 schedule shall be granted the option of working the following holidays: (1) Martin Luther King Day, (2) Officer's Birthday, (3) Veteran's Day, (4) Lincoln's Birthday, (5) Columbus Day.

The member may use each of these "floating" days as regular days off at the member's option, on a one (1) for one (1) basis with the approval of the member's immediate supervisor.

## **Article 10 Personal Leave Days**

1. Two personal-leave days per year shall be permitted for any personal reason, provided they are not used in conjunction with holidays or vacation time.

2. The leave days designated in Paragraph 1 above shall be without loss of pay and shall not be deemed a holiday or a vacation day.

3. Those employees with perfect attendance for the period January 1 through June 30 of each contract year shall receive an additional personal day which must be taken within six months of when earned or it will be forfeited. Those employees with perfect attendance for the period July 1 through December 31 of each contract year shall receive an additional personal day which must be taken within six months of when earned or it will be forfeited. Perfect attendance is defined as an officer working all regularly scheduled days, except that the officer may be out a

maximum of two regularly scheduled days during each six-month period as the result of an on-the-job injury and still qualify for the additional personal day.

## **Article 11 Sick Leave and Leave of Absence**

### **1. Sick Leave Banks**

Employees earn sick leave within two (2) different banks based upon the length of service with the Town, as follows:

#### **a. Accumulated Sick Leave**

After the first year of employment, accumulated sick leave is earned at the rate of one (1) day per month of service, twelve (12) days per year, up to a maximum of sixty (60) days.

Accumulated sick leave, (if unused), is maximized six (6) years from original start date.

#### **b. Annual Sick Leave**

On January 1st of each year, the annual sick leave bank is replenished as follows :

- a. Zero to six (6) months of service - seven days.
- b. six (6) to twelve (12) months of service - thirty days.
- c. After one (1) year - thirty (30) days plus one-half (1/2) day per month of service over one (1) year up to a maximum of sixty (60) days per year.

Annual Sick Leave is maximized six (6) years from original start date. (30 days, plus 1/2 day per month of service over 1 year for 60 months).

#### **c. Accumulated/Annual Sick Leave Bank Totals**

At year end the total number of sick days used by each officer will be calculated. On or before January 15th of each year, the Chief of Police shall post a notice which shall set forth the total available sick leave days within both the Accumulated and Annual sick leave Banks for each member of the Association.

### **2. Sick Leave Bank Use**

When a member of the Association uses sick time, sick time is subtracted from the appropriate banks in the following manner:

Sick days used will be subtracted from the accumulated sick leave bank for that year, which is a maximum of twelve (12) days for any given year.

Officers using less than twelve (12) sick days available under the year's accumulated sick leave allowance, will have whatever remains of those twelve (12) days credited to their accumulated Sick Leave bank.

Officers using more than twelve (12) sick days available under the year's accumulated sick leave allowance, will have the remaining days deducted from the annual sick leave bank. Should the sick days used deplete the annual sick leave bank, the remaining sick days will be drawn against the accumulated sick leave bank.

3. It is understood that the Town may, in its sole discretion and not subject to the grievance and arbitration procedure of this agreement, extend sick leave for up to an additional two (2) thirty (30) day periods in case of illness where the Town, in its sole discretion, deems such extensions appropriate.

4. Any unused, accumulated sick leave shall be canceled when a member of the negotiating unit leaves the employ of the Department for any reason whatever.

5. Any employee covered by this Agreement being absent from work for three (3) consecutive working days shall be required to submit a letter from his/her attending physician prior to his/her return to work to be eligible for paid sick leave covering that period of illness. After three (3) days, the Town may require said employee to be examined, at the Town's expense, by a physician chosen by the Town. If the physician selected by the Town submits an opinion different from the employee's own physician, then and in that event, the employee's physician and the physician selected by the Town shall select a third physician to examine the employee, at the Town's expense, and the decision of the third physician shall be binding on all parties.

6. No employee receiving sick pay for any time during a twenty-four (24) hour period beginning at midnight each day shall work for an employer other than the Police Department of the Town of Brighton. If an employee is so engaged, he/she shall forfeit sick pay for each such day, and will be subject to appropriate disciplinary action.

7. Any employee who is absent due to sick leave on six or more occasions (regardless of the number of days on each such occasion) or for his/her total allowable sick leave time during a calendar year may, in the discretion of the Chief of Police, forfeit vacation in the next calendar year. Such forfeiture shall be proportionate to the employee's lost time due to sick leave. In no event will forfeiture result in an employee's being reduced to less than one week's vacation.

8. An employee who is on sick leave and not hospitalized will remain at home during his/her shift unless authorized by the Chief of Police or his designee to leave, except when receiving medical attention. When going for medical attention, the Chief of Police or his designee must be advised previous to and following such movement.

## **Article 12**

### **Vacation Allowance**

1. Vacation allowance shall be governed by General Orders of the Police Department.

2. All employees shall be credited with vacation allowance based on their continuous service with the Town of Brighton since their last date of hire, as follows:

a. Five days' vacation after six months' employment.

b. On the January 1 following their date of employment, they will qualify for one-twelfth (1/12) of the number of months worked in the Department in the previous calendar year time ten (10) working days. Vacation calculated under this formula shall be calculated to the nearest day.

c. On each succeeding January 1, they shall become eligible for the days stated in the following schedule:

<u>Length of Service</u>	<u>Vacation (Working Days)</u>
After 1 full year	12 days
After 1 full year - up to 5 years	12 days
After 5 full years - up to 10 years	16 days
After 10 full years - up to 15 years	22 days
After 15 full years - up to 20 years	25 days

An officer shall receive an additional vacation day per year thereafter up to a maximum of thirty (30) days earned after the completion of twenty-five (25) years.

3. When an employee terminates his/her employment for any reason, they shall be paid all earned but unused vacation, and will be paid (1/12) of their vacation eligibility rounded to the nearest half day for each full month of employment in the year in which such termination occurs. Any earned but unused vacation shall be paid to the employee's estate upon the death of the employee.

4. Vacation schedule requests shall be posted on the bulletin board in the squad room no later than February 1 in the year vacations are to be taken.

5. Vacation requests will be granted on the basis of seniority from January 1 to March 31 of each year. If a vacation request has been approved during this period, it shall not thereafter be canceled, except in an emergency. If a request for vacation is made prior to March 31 for a block of four or more continuous days, that request will take precedent over a request for three days or less. If a conflict arises over a request for time off which is four or more days in continuous length, seniority will prevail. If a request is made on or after April 1, first-come first-served basis will rule, regardless of the number of days requested or seniority. From April 1 to April 20, vacation requests will be granted on the basis of the first received. After April 20, vacations will be assigned to the open weeks still remaining in two-week segments first and one-week segments if necessary in a second round of assignments. Such assignments will be made by lot. Such assignments will be complete by May 1. The employee may opt to take vacation one day at a time. The announcement of this decision must be made prior to April 20 to avoid assignment. The employee need not announce each desired day by April 20, but later choice of those dates must be in accord with Section 6 of this article.

6. After selection and assignment, vacations may only be changed by requesting an open day, week, or weeks by the 25th of the month prior to the month in which the vacation is to begin. From January 1 to April 30, an employee may opt to take pay in lieu of vacation at his/her straight time hourly rate, for any vacation weeks for which he/she is eligible that year in segments of not less than one week. The maximum weeks which may be paid are as follows:

7. Officers may carry over accrued vacation from one year to the next in an amount not to exceed five (5) days. Vacation carryover shall not be cumulative from year to year.

<u>Maximum Number of Payments - Days</u>	<u>Number of Days of Eligibility</u>
5	10
10	16
10	22
15	25

Payment will be made in the first payroll period in June of that year, at the employee's rate of pay for the payroll period, and in the same amount as if he/she had taken the vacation.

**Article 13**  
**Health Insurance**

1. Effective October 1, 2004, the base health insurance plan shall be changed from the Blue Choice Select Extended or Preferred Care Community to the Blue Choice Value or Preferred Care Opportunity plans. The Town's obligation for health insurance coverage shall be the full cost of premiums for all members of the bargaining unit for a family, individual or sponsor contract of insurance, consisting of Blue Choice Value or Preferred Care Opportunity, as well as student dependent coverage to age 23 and Blue Cross and Blue Shield Dental Smile Saver Plan Number 4 for either family or individual coverage. The insurance described in this paragraph will apply to all active employees under the age of 65. Active employees over age 65 shall have the same coverage as that provided in this paragraph except to the extent that such insurance is limited or unavailable to persons over age 65, in which case they will receive Blue Cross 65 and Blue Shield 65 in lieu of the plan described for those under age 65. Each year, employees who prefer coverage under the Blue Choice Select Extended or Preferred Care Community plan shall pay 50% (fifty percent) of the difference between the Blue Choice Extended and the Blue Choice Value plan, or 50% (fifty percent) of the difference between the Preferred Care Community and Preferred Care Opportunity plan. The Town will establish a mechanism for pre-tax payroll deductions for those employees selecting either option noted.

Effective January 1, 2007, employees coming on the payroll of the Town subsequent to January 1, 2007, shall contribute ten percent (10%) of their health care premium, which shall be made by payroll deduction on a payroll period basis.

Employees who decline health insurance coverage with the Town may, upon proof of coverage in another external plan, during an open enrollment period, elect to receive a payment in-lieu-of health insurance coverage of \$3,000.00 which shall be paid to the employee in 26 equal installments in each pay period in which the employee is employed.

The employee shall have the right to return to the Town's health care coverage during any open enrollment period, or otherwise only in the event of the loss of the external health insurance plan or a substantial modification thereof.

The Town will pay the full cost of the premiums for either an individual or family contract for dental plan, Smile Saver 4. For the purpose of determining the Town's premium contribution and obligation toward health and dental insurance, an employee's coverage shall be determined by his/her dependent status, i.e., family, sponsor, or individual.

It shall be the employee's responsibility to initiate membership in the medical or dental coverage plans and to promptly report to the Director of Personnel, any changes in family status and/or qualifying event, within thirty (30) days of said event. Any costs incurred by the Town as a result of an employee's failure to promptly report a change in family status and/or qualifying event, will be an obligation of the employee. The Town will have the authorization to deduct any reimbursement payments incurred as a result of failing to properly notify the Town of a change(s) in family status directly from the employee's paycheck. The Town and the Association agree to discuss the amount and frequency of reimbursement so as to not subject the employee to financial hardship.

**2.** The Town's payment of premiums will begin on the first premium date following the employee's last date of hire.

**3.** The Town will pay the full cost of the premium for a family, sponsor, or individual contract of insurance consisting of Blue Choice Value or Preferred Care Opportunity Community, if under age 65, or Blue Choice Senior or Preferred Care Gold, if age 65 or older, for retired employees, provided the employee or his/her dependents are not covered by another employer subsequent to his/her retirement from the Town. This paragraph shall not apply to any employee who was hired on or after September 1, 1973. In the event that the plan, as described, is no longer available, the Town will provide a substantially equivalent plan.

**4.** After the death of an active employee, the Town will permit the employee's spouse to purchase, by paying the premiums monthly to the Town, such insurance for themselves and their dependents to the extent that the carriers of each insurance contract provide for such continuation in the Town's group plan. After the death of a retiree, the retiree's spouse will also be permitted to purchase, by paying the premiums quarterly to the Town, such insurance for themselves and their dependents to the extent that the carrier of the insurance contracts provides for such continuation in the Town's group plan.

**5a.** Employees hired on or after September 1, 1973, who retire from active service in the Brighton Police Department on or after October 1, 2004, will receive ninety (90%) of the cost of the premium for family, sponsor, or individual contract of insurance consisting of Blue Choice Value or Preferred Care Opportunity, if under age 65, or Medicare Blue Choice or Preferred Care Gold, if age 65 or older. The employee shall pay quarterly, in advance, the other ten percent (10%). Such benefits will terminate on the death of the retired employee; however, his or her spouse may continue the full cost of such benefits. If a retiree covered by this paragraph works for an employer who offers a hospitalization plan without riders and that employer pays at least ninety percent (90%) of the premium, the retiree must take that employer's plan. When a retiree no longer works for such an employer, he or she may return to the Town's plan and receive the benefits provided for in this paragraph. In the event that the plan, as described, is no longer available, the Town may provide a substantially equivalent plan.

**5b.** Each year, any retiree eligible for coverage under the Blue Choice Value or Preferred Care Opportunity plan who prefers coverage under the Blue Choice Select Extended or Preferred Care Community plans shall pay, 50% (fifty percent) of the difference between the Blue Choice Select Extended and Blue Choice Value plan, or 50% (fifty percent) of the difference between the Preferred Care Community and Preferred Care Opportunity plan plus the ten percent (10%) set forth in **5a.**

**5c.** In the event an employee retires from active service from the Brighton Police Department on or after October 1, 2004 and moves out of the Rochester area where coverage by Blue Choice Select/Value Preferred Care Community/Opportunity, Medicare Blue Choice or Preferred Care Gold (or their substantial equivalent) is unavailable, the Town agrees to pay directly to a health care provider in which the retiree is a member, on behalf of the retiree participant, the same dollar amount which constitutes the Town's premium cost obligation as defined herein. The retiree is required to submit to the Town the bill from the retiree's health care provider.

**6.** In the event that an employee dies as the result of an on-duty, job-related incident, health insurance will be continued for the surviving spouse and eligible dependents for a period of one year from the date of such death if comparable medical insurance is not available from the surviving spouse's employer or other source. Such insurance will also be discontinued upon remarriage of the surviving spouse during such period.

#### **Article 14 Educational Benefits**

**1.** The Town will pay the full cost of all tuition, books, and fees of all police personnel attending and successfully completing police science courses leading to the degree of Associate of Police Science or a Criminal Justice Degree. Payment will be made on the following schedule:

Full reimbursement will be made by the Town at the completion of each semester, upon presentation of evidence of successful completion of individual courses. It is understood that the sole purpose of reimbursement is to save an individual having to pay out of his/her pocket for educational expenses, and there is not to be a duplication of reimbursement payments from any source.

The number of police science courses to be taken in any one year will be determined by the Town.

Upon completion of the courses, the textbooks purchased by the Town shall be given to the Police Department and retained for general use of Department personnel on appropriate shelves in or near police headquarters.

Current Employees who have an Associate Degree in Police Science or Administration, or a Bachelor's Degree in any subject from an appropriately approved institution or course of training, shall receive compensation of four hundred (\$400.00) dollars for an Associate Degree in Police Science, and four hundred and fifty (\$450.00) dollars for a Bachelor's Degree per year above their scheduled salary. Effective January 1, 1991, an officer with a Bachelor's Degree in Police Science or a Bachelor's Degree in Criminal Justice shall receive an additional \$50 for a total of \$500 per year above their scheduled salary.

Officers coming on the payroll of the Town subsequent to January 1, 2007, who have or acquire a Bachelor's degree in Police Science or in Criminal Justice shall receive five - hundred dollars (\$500.00) per year above their scheduled salary. Continued education towards a Bachelor's degree which is reasonably related to a career in law enforcement shall be permitted.

However, the maximum tuition payment by the Town shall not exceed \$750.00 per year per member.

Effective January 1, 1974, continued education toward a Bachelor's Degree which is reasonably related to a career in law enforcement shall be permitted provided that the educational facility is local (meaning Monroe County area), and provided that the number of courses to be taken in any one semester shall be determined by the Town. The difference in tuition, if any, between grants available from any source and education costs will be paid for by the Town.

## **Article 15 Work Schedule**

1. The number of hours actually scheduled to be worked in the work week shall be:
  - a. for non-uniformed personnel, 40 hours; and
  - b. for uniformed personnel, 40 hours or 32 hours as determined by the four days on/two days off schedule
  - c. for uniformed personnel working the same hours as non-uniformed personnel, 40 hours.

2. Overtime shall be compensated at time and one-half rates for all authorized time worked beyond the employee's normal schedule in each payroll period. For purposes of overtime pay calculation, the Town shall use the payroll period, which shall include longevity pay and educational pay. Sick time shall be counted as hours worked in the calculation of overtime when such overtime is mandated by supervision. Overtime shall be paid in the pay period following the pay period in which the overtime is worked. In any event, however, all overtime shall be paid at the time an employee is terminated for any reason.

3. When an employee is required to report for a court appearance outside his/her regular work schedule and not contiguous to the end of his/her regular work schedule, such time shall be compensable overtime to the extent that, and only for the period that, his/her presence is actually required, except that in no event will an officer be paid for less than three (3) hours for any such appearances; and, provided that the employee's appearance is pursuant to a specific request of the court and that the clerk records his/her time of arrival and departure, when such off-duty appearance is canceled without forty-eight (48) hours' notice, the officer will receive one (1) hour's pay at time and one-half (1½). If 48 hours' notice is given, there will be no payment. If the officer appears at court, which appearance is then canceled, such officer shall be paid for such time for the actual time worked at a time and one-half (1½) rate. Special Services shall continue to be paid and scheduled as at present.

When an officer is called for duty outside his/her regular work schedule and not contiguous to the end of his/her regular work schedule, or when he/she is recalled to work after having finished his/her regular shift and not contiguous to the end of his/her regular work schedule, such time shall be compensable overtime to the extent that, and only for the period that, his/her presence is actually required, except that in no event will an officer be paid for less than three (3) hours for any such appearances; and, provided that the employee's recall to work is pursuant to a specific request of the Commanding Officer.

If an officer elects to receive pay in lieu of this compensatory time, he/she shall submit this request on the prescribed departmental form when this compensatory time is earned and in the payroll period. Such accumulated time may be taken off only with the approval of the Chief or his designee in accordance with staffing needs. Such accumulated time off may be taken at the officer's request and with the approval of the Chief or his designee with no minimum time period required for submission of the time off request. Such time may be paid in lieu of time taken off only upon retirement or termination.

4. In the event a member of the Association is absent from work as a result of injuries suffered while off duty, in connection with an arrest for a crime, which arrest, or attempted arrest, occurs within the State of New York, the member shall be covered by Workers' Compensation, and any lost time shall not be chargeable to the member's sick leave as set forth in Article 10 (a) provided, however, that Workers' Compensation is paid to the member.

5. There shall be three (3) four (4) or five (5) regularly scheduled shifts of uniformed employees covered by this Agreement as follows:

1st shift starting 10:00 p.m. but not later than 11:00 p.m.

2nd shift starting 6:00 a.m. but not later than 7:00 a.m.

3rd shift starting 2:00 p.m. but not later than 3:00 p.m.

4<sup>th</sup> shift (patrolmen only) starting at 6 p.m., but not later than 8:00 p.m.

5th shift (sergeants only) relief shift covering the 1st and 3rd shift.

6th shift (sergeants only) relief shift covering the 3rd and 2nd shift.

A regularly scheduled shift shall be no longer than eight (8) hours including one-half (1/2) hour paid meal period.

When an early car is designated for a shift, the above starting times may commence up to one (1) hour before the above-specified starting time. If there is no volunteer on the shift for such early car, the employee will be chosen by reverse order of seniority on the shift

6. All employees shall be at work in uniform and ready to work, which shall mean in the conference room or other designated area, at the time designated for the start of his/her shift.

7. For the purposes of this section, the order of desirability of shifts shall be: 2nd shift shall be the most desirable, then the 3rd shift, then the 4th shift and the 1st shift shall be the least desirable. However, for the purposes of sergeants, desirability of shifts shall be 2nd, 6th (relief shift days/afternoons), 3rd, 1st and 5th (relief shift afternoon/nights).

8. Uniformed employees shall be permitted to select assignment to the 1st, 2nd, 3rd, or 5th (and 4th if instituted as a regularly scheduled shift) shifts on the basis of seniority once each year during the month of November, the shift changes to be effective January 1 of the following year. Shift changes at the request of employees during each calendar year shall be permitted only with the consent of the Chief of Police. If during a calendar year the Employer makes a

permanent change in the number of employees staffing a shift or shifts, or makes the 4th shift a regularly scheduled shift, and such change affects employees with sufficient seniority to select another shift, then all shifts will be reselected during the month in which such change occurs and the new selections shall begin on the first of the following month and continue until January 1 of the following year. Any employee who fails to make a selection by November 30 or by the 25th day of the month following a staffing change shall be assigned a shift by the Employer.

**9.** The Employer may in its discretion change the seniority selection made by uniformed employees in Section 8 above so long as such change does not result in an employee being placed on a less desirable shift than his/her seniority would entitle him to, and provided that such change is made prior to the first day that the shift change is to begin. Such change to continue for the calendar year or other period for which said seniority selections were made.

**10.** Shifts of non-uniformed employees covered by this Agreement temporarily assigned to the Detective Division shall be designated by the Employer and, if returned to uniform, shall return to the shift from which he/she came and the least senior person on that shift shall bump into one of the other shifts on the basis of seniority.

**11.** Acting sergeants are patrolmen and shall select shifts in the same way as other uniformed employees. When a patrolman is designated acting sergeant for any day, he/she may be assigned to work any shift in the discretion of the Employer.

**12.** In no event will any provision of this labor Agreement preclude the assignment of an employee covered by this Agreement to work hours other than those designated as his/her regularly scheduled shift in a situation which can be reasonably considered an emergency.

**13.** The parties recognize that the nature of the work performed may regularly result in emergency assignments and that any doubt as to whether a given situation is an emergency shall be resolved in favor of the command officer charged with the responsibility for deciding what constitutes an emergency.

**14.** The parties also recognize that changes in regularly scheduled work shifts of uniformed personnel will be necessary from time to time to accommodate the loss or absence of employees and it is therefore understood that employees may be temporarily assigned to work a shift different from his/her regularly scheduled shift. When such changes are necessary and will result in a shift change not to exceed one 4 and 2 schedule, the assignment shall be in the Employer's discretion; when such assignments are for a period longer than one 4 and 2 schedule, they will be done on a seniority basis; that is, the least senior person on any shift shall be transferred to the shift where help is needed. When the need for such temporary help is over, the person temporarily transferred shall be returned to the shift from which he/she was transferred.

**15.** The Employer agrees that, whenever reasonably possible, prior notice of such transfer will be given to the employee and that such transfer will be for at least one (1) eight-hour shift. It is understood that starting early or being held over from the regular shift shall not be considered a transfer for purposes of this Article.

**16.** Any employee may have his/her shift changed without regard to any of the above requirements, provided such shift change is made with the consent of the employee and the Employer and does not require any other employee to change shifts.

**17.** Any employee on limited duty status may be assigned to any shift, without regard to any provision of this Agreement, during the period of such limited duty status.

**18.** When the Town seeks to assign an officer, in its discretion, to the Special Services section, the Town shall post such assignment for ten (10) work days (Monday through Friday, excluding holidays) to allow officers to indicate their interest in being considered for such assignment. When the need arises to supplement the Special Services section, temporary assignments of officers up to sixty (60) days will be exempt from the posting requirement. The Town will not rotate officers to circumvent the posting requirement.

**19.** Officers who are assigned as Field Training Officers will receive one-half (1/2) hour additional pay per day or the actual time spent for each day the officer is assigned a recruit.

**20.** Employees shall be allowed to accumulate compensatory time up to a maximum of two hundred forty hours (240) hours.

Employees assigned to a five on and two off schedule on a regular basis, shall be allowed to accumulate compensatory time up to a maximum of two hundred forty (240) hours. If an officer elects to receive pay in lieu of this compensatory time, he shall submit this request on the prescribed departmental form when this compensatory time is earned and in that payroll period. Such accumulated time may be taken off only with the approval of the Chief or his designee in accordance with staffing needs. Such time may be paid in lieu of time taken off only upon retirement or termination. Retroactive to January 1, 2000, and on each subsequent January 1<sup>st</sup>, employees working a five on and two off schedule on a regular basis, shall, for a 12-month period of such assignment, receive a additional forty (40) hours in their compensatory time bank.

Employees who work a five on and two off schedule on a regular basis for a period of less than twelve (12) months, shall receive a pro-rated amount of compensatory time in their bank, based upon one-twelfth (1/12) of forty (40) hours for each month served on a five and two off schedule.

For the purposes of this section, “regular basis” is defined as an assignment intended to constitute a minimum of twelve (12) months.

Upon separation of service, or reassignment to a four on and two off schedule, compensatory time shall be pro-rated and credited, based upon one-twelfth (1/12) of forty (40) hours for each month served on a five on and two off schedule in the year of separation or reassignment.

If an officer elects to receive pay in lieu of this compensatory time, he/she shall submit this request on the prescribed departmental form when this compensatory time is earned and in the payroll period. Such accumulated time may be taken off only with the approval of the Chief or his designee in accordance with staffing needs. Such accumulated time off may be taken at the officer’s request and with the approval of the Chief or his designee with no minimum time period required for submission of the time off request. Such time may be paid in lieu of time taken off only upon retirement or termination.

Effective February 15, 2000, employees will be permitted to cash in the maximum of one hundred hours of accumulated compensatory time per calendar year. Notification of the request to cash in the compensatory time must be submitted between January 1 and April 30<sup>th</sup>. Payment will be made in the first payroll period of June.

21. When an officer works a special event (such as a race, parade, or Fourth of July Celebration), on an overtime basis, each officer will be guaranteed a minimum of four (4) hours of overtime. Where the time worked is contiguous to the end of his/her regular work schedule, such officer shall be paid for such time for the actual time worked at a time and one-half rate

### **Article 16 Temporary Shift Reassignment Differential**

1. Whenever an officer who is assigned to a regularly scheduled shift is required to work a shift other than his/her regularly scheduled shift, he/she shall be compensated with a differential of 2 hours compensatory time at the straight time rate for each day that he/she is on that temporary assignment. When the temporary assignment exceeds 2 work cycles (8 work days), no further compensatory time will be given until the officer is shifted again away from his/her regularly scheduled shift. This provision shall not alter the parties' rights with regard to changes pursuant to Article 15, Work Schedules.

2. The following are exceptions to this provision where this differential does not apply:

- a. Training - Officers who are scheduled to attend in-service training on duty hours other than their regular shift.
- b. Self-initiated Requests - Officers who request to be assigned to another shift temporarily.
- c. Overtime Shifts - An officer working a shift other than his/her own on an overtime basis.
- d. Investigative Assignments - An officer assigned to the Special Services unit or a patrol officer assigned to a special investigative assignment.

On or before April 1, 1989, the Lieutenant in charge of the Special Services unit shall provide the Union with his current policy with regard to shift reassignment. Such policy shall be attached to and become part of this Agreement.

**Article 17**  
**Leave Due to Death in the Family**

1. Members of the Association shall be allowed three days leave of absence, without loss of pay, in the event of the death of a parent, spouse, child, brother or sister, mother-in-law or father-in-law, and the employee's grandparents.

2. In unusual circumstances, on the request of a member of the Association to the Chief of Police, the Chief may grant up to one day leave of absence in the event of the death of a brother-in-law or sister-in-law.

3. If regular days off fall within the permitted leave time for a death in the family or if the police officer involved is on furlough at the time of the death in the family, no additional day off or pay will be granted due to the death.

**Article 18**  
**Legal Defense**

1. If an officer is charged in a criminal proceeding as a direct result of his/her activities in the discharge of his/her lawful duties within the scope of his/her authority and is not found guilty to the charge or a lesser charge or receives a no-bill from the Grand Jury, a committee shall be formed to make recommendations to the Town Board whether or not to reimburse the officer in whole or in part for reasonable attorney's fees and expenses allowed by law to be reimbursed.

2. The committee shall consist of the Chief of Police or his designee, the Union President or his designee, and a designee of the Town Board.

3. The committee shall deliberate and promptly forward its recommendation to the Town Board for its consideration.

4. The Town Board, in its sole discretion, shall determine whether or not to reimburse the officer, in whole or in part, for reasonable attorney's fees and expenses incurred by the officer in his/her defense. The determination of the Town Board shall be in its sole discretion, and the actions and determination of the Town Board or the committee shall not be subject to the grievance and arbitration provision of this Agreement.

**Article 19**  
**Injuries while on Duty**

1. The Town carries Workers' Compensation Insurance on all members of the negotiating unit.

2. In the event of accident covered by Workers' Compensation Insurance, a member of the Association shall be paid the difference between the allowance under a compensation award and his/her regular salary until he/she is able to return to work subject to provisions of Article 11, Paragraph 5.

3. In the event of injury to a member of the Association while engaged in another occupation, the member shall make claim for Workers' Compensation from the secondary employer and not from the Town.

## **Article 20 Pension**

The Town shall continue to provide and pay for the adoption of a twenty-five (25) year one-sixtieth (1/60th) pension plan pursuant to Section 384-f of the New York State Retirement Law for those who wish to continue under this plan. The Town shall pay the entire additional cost on account of police service rendered by members of the negotiating unit prior to January 1, 1970, and 100% of the additional cost thereafter.

Effective January 1, 1971, the pension plan shall be that which is provided for at Section 384-d (e) of the New York State Retirement Law, consisting of 20-year half-pay plan to be paid for completely by the Town, for those who elect to be covered under this section. The election shall be made at the time of the signing of this Agreement, and the Town shall be notified of each person's election. The Town shall also provide the Tier One Retirement option which elects to define a service under Retirement and Social Security Law Section 302(9)(d).

## **Article 21 Duration and Negotiation Procedures**

1. The terms and conditions provided in this Agreement shall remain in effect until December 31, 2010 or until altered by mutual agreement in writing between the parties. This contract shall be automatically renewed thereafter, unless either party shall notify the other in writing, no earlier than June 15, and no later than July 15, 2010, of the party's intention to change, alter, amend, or terminate this contract.

2. No later than August 1 of each year the parties will enter into good faith negotiations on a successor agreement.

3. While no final agreement shall be executed without ratification by the Association and the Town, the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **Article 22 Distribution of Overtime**

Offers of overtime shall be distributed to employees within ranks as equally as is reasonably possible during each calendar year. Offers of overtime shall be counted as overtime worked for purposes of equal distribution. Employees who do not wish to be called for overtime shall indicate that in writing not later than January 15 of each year. It is understood by the parties that overtime assignments will be based on ability to perform the work involved and that such skill differences may result in unequal distribution. It is further understood that nothing in

this Agreement shall relieve an employee of the duty to report for overtime work when ordered to do so.

## **Article 23**

### **Maternity**

1. Female employees are entitled to maternity leave upon the written certification of pregnancy by a physician and written application of the employee directed to the Chief of Police. All requests for maternity leave must be accompanied by a doctor's certificate establishing pregnancy and indicating the expected delivery date.

2. Maternity leave (which is paid only as allowed under paragraph 3 below) may extend up to four months, including the period of physical disability unless the period of physical disability is longer, in which case leave may be for the period of actual physical disability. Employees on maternity leave will continue to accrue seniority only during the period of physical disability.

3. An employee may apply accumulated sick leave days toward pregnancy up to a maximum of eight weeks after which the officer shall not be paid. However, should that actual period of physical disability extend beyond eight weeks, additional accumulated sick days may be applied against maternity leave after the employee furnishes a doctor's certification of the nature and length of disability.

4. If the Town deems any request for maternity leave or related sick leave questionable, it may require the employee to have a physical examination by a physician selected and paid by the Town.

## **Article 24**

### **Quarterly Meetings**

The representatives of the parties to this Agreement shall meet quarterly on dates mutually agreed upon during the term of this Agreement for the purpose of discussing mutual problems. Such meeting will be attended by an officer of the rank of lieutenant or higher for the Town. Such meetings shall not be negotiating sessions, but shall be open discussion of any problem reasonably related to the administration of the Agreement.

## **Article 25**

### **General Provisions**

1. The parties acknowledge that each had the unrestricted right and opportunity to make demands and proposals during the course of negotiations which resulted in the Agreement with respect to any subject or matter pertaining to wages, hours, or working conditions. The parties voluntarily and without reservation waive, for the duration of this Agreement, their right to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed.

2. No rule, regulation or practice of the Town shall be contrary to or inconsistent with the terms of this Agreement.

3. The Town shall make no agreement or contract with an individual member of the negotiating unit.

4. It is understood and agreed by both parties that benefits conferred by this Agreement are subject to the applicable provisions of law and to the appropriation of funds by the Town Board.

5. All rules and regulations of the Brighton Police Department not covered in this contract shall be covered by General Orders of the Police Department, and/or administrative regulations promulgated by the Chief of Police or Supervisor, and as are included in the Rules and Procedures of the Police Department of the Town of Brighton, dated June 1971, and as amended from time to time, except in the event said Rules and Procedures are consistent with the terms of this Agreement then and in such event, the terms of this agreement shall control.

6. This agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

7. Wherever the word(s) "patrolman," "police officer," "officer," "policeman," or "policewoman" are used, it is intended that reference be made to all uniformed employees of the Police Department of the Town, including both males and females.

8. The Town, during the term of this Agreement, will institute a Deferred Compensation Plan for all employees in which employees of the Police Department may participate.

9. The benefits of Local Law Number 2-1980, entitled Legal Defense of Town Officers and Town Employees is hereby extended to employees covered by this Agreement.

## **10. Uniform Personnel and Plainclothesmen**

Whenever it is appropriate or necessary in the determination of pay, it is agreed that hourly and daily rates shall be computed as follows:

### Formulation for Computation

60.8 weeks per year                      365 days divided by 6 days

243 days per year                      60.8 times 4 days/week

1944 hours per year                      243 days times 8 hours/day

Hourly rate                      1944 hours divided into salary

**2007**

<u>3rd.-Year Patrolman</u>	\$67,831		Plus Longevity
*Rate per Hour	\$34.89		and Education
**Rate per Day	\$279.12		Pay
<u>Investigator</u>	\$69,866		
Rate per hour	\$35.94		
Rate per day	\$287.52		
<u>Sergeant</u>	\$78,007		Plus Longevity
*Rate per Hour	\$40.13		and Education
**Rate per Day	\$321.04	Pay	
<u>Lieutenant</u>	\$85,029		Plus Longevity
*Rate per Hour	\$43.74		and Education
*Rate per Day	\$349.92		Pay

**2008**

<u>3rd.-Year Patrolman</u>	\$69,866		Plus Longevity
*Rate per Hour	\$35.94		and Education pay
**Rate per Day	\$287.52		
<u>Investigator</u>	\$71,962		
Rate per hour	\$37.02		
Rate per day	\$296.16		
<u>Sergeant</u>	\$80,347		Plus Longevity
*Rate per Hour	\$41.33		and Education
*Rate per Day	330.64		pay
<u>Lieutenant</u>	\$87,580		Plus longevity
*Rate per Hour	\$45.05		and education
**Rate per Day	\$360.40		Pay

**Jan. 2009**

<u>3rd.-Year Patrolman</u>	\$71,962		Plus Longevity
*Rate per Hour	\$37.02		and Education
**Rate per Day	\$296.16		pay

<u>Investigator</u>	\$74,121	
*Rate per hour	\$38.13	
*Rate per day	\$305.04	
<u>Sergeant</u>	\$82,757	Plus Longevity
*Rate per Hour	\$42.57	and Education
**Rate per Day	\$340.56	Pay
<u>Lieutenant</u>	\$90,207	Plus Longevity
*Rate per Hour	\$46.40	and Education
*Rate per day	\$371.20	Pay

**2010**

<u>3rd.-Year Patrolman</u>	\$74,301	Plus Longevity
*Rate per Hour	\$38.22	and Education
**Rate per Day	\$305.76	Pay
<u>Investigator</u>	\$76,530	
*Rate per Hour	\$39.37	
**Rate per Day	\$314.96	
<u>Sergeant</u>	\$85,447	Plus Longevity
*Rate per Hour	\$43.95	and Education
**Rate per Day	\$351.60	Pay
Lieutenant	\$93,139	Plus Longevity
*Rate per Hour	\$47.91	and Education
**Rate per day	\$383.28	Pay

\* Salary divided by 1944 hours and rounded to nearest cent

\*\* Eight times the "Rate per Hour"

All computations were reached by dividing annual salary by 1944 hours to reach hourly rate. The resulting figure was rounded to the nearest cent for the hourly rate. Then the rounded hourly rate figure was multiplied by eight (8) to get the daily rate.

The above rates shall be computed for each employee and kept available in the Police Headquarters office. Copies of the new contract shall be printed at the expense of the Town and given to all members of the Association now employed or hereafter employed by the Town within a reasonable time after its execution.

The following represents the entire Agreement between the parties and may be amended only by written agreement between the parties.

**IN WITNESS WHEREOF**, we hereunto set our signature this \_\_\_\_\_ day of \_\_\_\_\_, 2007, at Brighton, New York.

**Brighton Police Patrolman's Association**

**By:**

\_\_\_\_\_  
Thomas H. Schirmer, President  
Brighton Police Patrolman's Association  
\_\_\_\_\_

**Town of Brighton**

**By:**

\_\_\_\_\_  
Sandra L. Frankel, Town Supervisor