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#### Contract Database Metadata Elements

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Mount Pleasant, Town Of And Mt  
Pleasant Pol Welfare Benefit Org

1404      To  
30400      POL

AGREEMENT

BETWEEN

TOWN OF MOUNT PLEASANT POLICE WELFARE

AND BENEFIT ORGANIZATION,

STATE OF NEW YORK

AND

TOWN OF MOUNT PLEASANT

STATE OF NEW YORK

EFFECTIVE: JANUARY 1, 2001 THROUGH DECEMBER 31, 2002

**RECEIVED**

SEP 20 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT made this      day of December, 2000 by and between the TOWN OF MOUNT PLEASANT POLICE WELFARE AND BENEFIT ORGANIZATION, State of New York, hereinafter referred to as the "ASSOCIATION" and the TOWN OF MOUNT PLEASANT, STATE OF NEW YORK, hereinafter referred to as the "TOWN".

**WITNESSETH:**

**WHEREAS**, the members of the Association are employed by the Town as Sergeants and Police Officers in the Police Department of the Town; and

**WHEREAS**, the parties hereto desire to cooperate to stabilize their labor relations by establishing standards of wages, hours of service and other conditions of employment, and providing arbitration machinery whereby grievances between the Association and the Town may be adjusted so as to provide for the efficient operation of the Police Department of the Town.

**WHEREAS**, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances, all in accordance with the Public Employees' Fair Employment Act of 1967 as amended, and the New York State Civil Service Laws.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the Town and the Association acting through their duly authorized representatives, hereby agree as follows:

**ARTICLE I  
GOVERNING LAW**

The Law governing this Agreement shall be the Public Employees' Fair Employment Act and such provisions of the Civil Service Law and regulations of the Police Department of the Town of Mount Pleasant, provided said regulations are not inconsistent with said act and the Civil Service Law.

## **ARTICLE II UNIT AND RECOGNITION**

SECTION 1. The Town recognizes the Association as the sole and exclusive representative for all members of the bargaining unit which shall consist of the Police Officers employed by the Town, hereinafter referred to as MEMBERS AND/OR MEMBERS OF THE BARGAINING UNIT, except Lieutenants, the Chief of Police and Civilian workers.

SECTION 2. The Association heretofore having presented appropriate evidence that it represents a majority of the members in the unit described above was heretofore and is hereby recognized as the sole and exclusive representative of said members for the purpose of collective negotiations with the Town in determination of the terms and conditions of employment and in respect to the administration of grievances arising under this agreement.

SECTION 3. A. The Town shall deduct from the wages of members of the bargaining unit and remit to the Association regular membership dues for those members of the Association who have signed authorizations permitting such payroll deductions.

B. The Town will remit such deductions to the Association together with a list of members from whose wages such deductions have been made within twenty (20) days after the last day of the month for which deductions were made.

SECTION 4. The president or his/her assigned delegate shall be entitled to a maximum of five (5) days off with pay per year for the purpose of serving the members of the Association, including attendance at police conferences or meetings. A reasonable notice shall be given to the Chief of Police and such time off shall be denied only when there is an emergency.

SECTION 5. The Association shall have the right to post notices and other communications on bulletin board installed on the premises and facilities of the Town at a location approved by the Town.

## ARTICLE III COMPENSATION

### SECTION 1. SALARIES

The base salaries for the calendar year 2001 and 2002 shall be as follows:

	<u>2001</u>	<u>2002</u>
1st Grade	\$64,387	\$67,284
Sergeant	72,433	75,693
Detective	69,566	72,696
Detective Sergeant	77,415	80,899

For officers hired on or before December 31, 2000:

	<u>2001</u>	<u>2002</u>
1 <sup>st</sup> Grade	\$64,387	\$67,284
2 <sup>nd</sup> Grade	59,338	62,008
3 <sup>rd</sup> Grade	54,290	56,733
4 <sup>th</sup> Grade	49,245	51,461
5 <sup>th</sup> Grade	44,198	46,187

For officers hired on or after January 1, 2001:

	<u>2001</u>	<u>2002</u>
1 <sup>st</sup> Grade	\$64,387	\$67,284
2 <sup>nd</sup> Grade	56,783	56,783
3 <sup>rd</sup> Grade	51,952	51,952
4 <sup>th</sup> Grade	47,124	47,124
5 <sup>th</sup> Grade	42,295	42,295

1. An officer may be assigned as a Second Grade Detective by the Chief of Police at a salary 5.75% above the rate for first grade patrol officer. The Second Grade Detective will be considered for promotion to First Grade Detective no earlier than three (3) years and no more than five (5) years following his/her initial assignment, unless the Chief of Police recommends and the Town Board approves an earlier promotion.

## SECTION 2. LONGEVITY

Starting with the anniversary of an employee's tenth (10) year of service, a longevity factor shall be added to the base salary as follows:

ANNIVERSARY	LONGEVITY FACTOR (NON-CUMULATIVE)
10	\$700
15	800
20	900
25	1,000
30	1,100

## SECTION 3. OVERTIME

A. Time and one-half shall be paid for overtime for time worked before or after any eight (8) hour working day or on a regular day off.

B. Any employee called back to duty shall receive a minimum of two and two-thirds (2 2/3) hours' pay at the rate of time and one-half per hour.

C. Any employee that desires to exercise the option to receive compensatory time in lieu of overtime pay shall advise the Chief at the time the employee files his/her overtime voucher.

D. Overtime shall be paid bi-weekly.

## ARTICLE IV WORK DAY AND WORKWEEK

SECTION 1. Employees on a three (3) tour rotation work a rotating schedule that reflects an average of 243.3 scheduled work days per year, prior to deduction of authorized leave.

SECTION 2. Employees on a two (2) tour rotation and/or those employees who are assigned to work steady tours reflecting forty (40) hours per week shall be entitled to seven (7) additional days off with pay.

SECTION 3. Those employees on the three (3) tour rotation shall be scheduled as follows:

four (4) day (8 AM to 4 PM) tours of duty; fifty-six (56) hours off-duty, followed by; four (4) midnight (12 midnight to 8 AM) tours of duty, eighty (80) hours off-duty, followed by; four (4) evening (4 PM to 12 midnight) tours of duty, fifty-six (56) hours off-duty.

SECTION 4. The Town's practice of assigning employees to work a relief schedule shall be continued. Employees assigned to relief schedule duty shall not be required to work more than five (5) days within a consecutive seven (7) day period, nor more than the maximum number of days worked by an employee as defined in Section 1 of this Article.

SECTION 5. EMERGENCY DUTY. Since all the employees are on an annual salary schedule, when an off-duty police officer is obliged during a time of emergency to report to other areas for active police duty, in addition to the annual pay which the employee(s) receive, they will receive the pay scale from the particular town or village which is forwarded to the Town of Mt. Pleasant or the Town of Mt. Pleasant rate whichever is greater. This does not increase the cost for the Town of Mt. Pleasant for the maintenance of their Police Department other than forwarding the additional salary which the Town of Mt. Pleasant receives from these other communities.

SECTION 6. STAND-BY. If at any time a uniformed employee of the Mt. Pleasant Police Department is to be placed on a stand-by duty, the Town (exclusive of Court time and emergency time) at his/her residence or any similar place designated by the said member, where he/she must be readily available for duty, he/she shall be paid at the rate of his/her normal hourly rate for each hour he/she is required to be on stand-by duty. With respect to Detectives only, that period shall begin with notification of a stand-by status by the Chief and shall be considered for overtime pay only if said stand-by duty shall be deemed extraordinary as determined by the Chief.

SECTION 7. MEAL ALLOWANCE. A meal allowance of three (\$3.00) dollars shall be paid if an employee works more than twelve (12) consecutive hours in any one day.

SECTION 8. SWAPPING OF TOURS. Subject to the needs and regulations of the Department, members shall be permitted to swap tours upon notice to the Department. Request for swapping of tours shall not be unreasonably denied.

## **ARTICLE V TRAINING DAYS**

SECTION 1. Employees shall attend, at no cost to the Town, three (3), eight (8) hour training sessions per calendar year.

SECTION 2. Employees shall not be required, except if the Employee agrees, to attend training as described above, on a paid holiday, when the Employee is on vacation, personal leave, bereavement leave, Saturday, Sunday and/or illness or injury. An employee who is absent from a



scheduled training day shall be rescheduled for same.

## **ARTICLE VI SICK LEAVE**

SECTION 1. Employees hired on or after April 2, 1981, including individuals covered by this Agreement who were employed by the Town as probationary employees as of April 2, 1981, shall be covered by the following sick leave plan.

### **A. Definitions**

- a. Days: Shall mean workdays not calendar days.
- b. Sick Leave Reserve: Shall mean days credited to each employee as of January 1, 1981.
- c. Accumulated Sick Leave Bank: Shall mean days credited to each employee at the rate of one (1) day per month of active employment after January 1, 1981. Days shall be credited on the first day of the month.
- d. Extended Sick Leave; Shall mean days absent from active work which exceed monthly credited accumulated sick leave bank.
- e. Conversion Days: Shall mean only days accumulated after January 1, 1981.
- f. Supplementary Pay: Shall mean payments provided by Town above statutory payments made under Workers' Compensation and N.Y.S. Disability laws to insure employee's continuation of full weekly payment.

B. It is the purpose of this plan that the Town will obtain insurance coverage for Workers' Compensation statutory sickness disability benefits for employees subject to this section and, in addition, will make supplemental pay benefits as hereafter set forth. It is not intended that said employee will in any way lose or forfeit any other rights, privileges or benefits for other than sickness disability, as is defined under the provisions of the sickness disability section of the Workers' Compensation Law.

C. Employees agree to comply with the provision of the Workers' Compensation Law as defined in Section 200 through 242 of the Workers' Compensation Law and, in addition, to submit, upon request, to medical examinations as may be requested by the Town for determination of benefits herein described. Refusal to submit to medical examination as defined under the Workers' Compensation Law shall be subject to the penalties and provisions of the Workers' Compensation Law. Refusal to submit to medical examination or to provide medical evidence of disability for the

supplemental benefits provided by the Town as defined herein shall serve as just cause for the Town to deny any supplemental benefits described herein.

D. This plan shall be effective January 1, 1981.

E. Current Employees

All current employees will be credited with sick leave at the rate of one (1) day per completed calendar month. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness; pregnancy; child birth; injury; quarantine resulting from exposure to contagious disease.

F. New Employees

All newly hired employees will be credited with five (5) sick days on the employee's first (1st) day of service. After the employee completes five (5) full calendar months (each of which begins on the first (1st) of the month, the employee will, thereafter, be credited with sick leave at the rate of one (1) day per completed calendar month.

G. Sick Leave Credits

Sick leave credits may not be earned while on leave without pay, on military leave or over twenty (20) days or on extended sick leave of over twenty (20) days.

H. Days paid for extended sick leave will be deducted from employee's accumulated "sick leave bank". Unearned monthly anticipated credits cannot be used for extended sick leave.

I. Illness in Family Leave

Accumulated sick leave balance may be used for illness in the family upon approval of Department Head.

J. Bereavement Leave

Any available accumulated sick leave bank balance may be used for death in the family. This will be used after bereavement leave allowance has been depleted. This usage is subject to approval of Department Head and priority management of Departments.

K. Sick Leave Bank Accumulation

Sick leave taken in any year which exceeds the earned monthly allocation shall be paid from the employee's sick leave reserve. At the year end compilation, those unused days would be returned to the accumulated sick leave bank.

L. All sick leave reserve days are forfeited at termination of employment for any reason.

M. Accumulation of Unused Sick Leave Days

Unused sick leave days may be accumulated to the limit of two hundred thirty (230) days.

N. Conversion of Unused Sick Leave Bank

Upon the employee's retirement, all unused accumulated sick leave days will be converted as follows:

1. First 60 days or part thereof are converted at 1/4 value (60 days equal three (3) weeks pay)
2. Next 60 days or part thereof are converted at 1/3 value (60 days equal four (4) weeks pay)
3. Last 60 days or part thereof are converted 1/2 value (60 days equal six (6) weeks pay)
4. There shall be no conversion for unused sick leave days beyond one hundred eighty (180) days.

Payment of this conversion shall be remitted in a lump sum in addition to previously granted "pre-retirement" lump sum payment as identified in personnel sick plan annual statement issued during the month of January.

O. Maternity Leave

1. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able, except where physical disability may endanger the employee or constitute a liability in the performance of her duties. The Town shall not be liable for any injury to the employee or child in the event the injury was due to remaining on duty too long into the pregnancy.

2. A pregnant employee, upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use, in addition to N.Y.S. Disability benefits granted, any credited or accumulated sick leave days, vacation days credit, personal leave and compensatory time credit. Option of employee not to use credited leave, sick leave bank, vacation days credit or personal leave, sick leave bank, vacation days credit, personal leave days will limit compensation for maternity leave to weekly amount established by New York State Disability Law.

3. While on maternity leave, the employee may continue to use any or all leave she has theretofore accumulated.

4. An employee may be granted a leave of absence without pay to a maximum of two (2) years, provided such leave shall not exceed the amount permitted under Civil Service Law.

P. Accumulated Sick Leave Reserve Bank

1. All employees hired prior to January 1, 1980 shall have a commencement sick leave reserve bank equivalent to twelve (12) days per year multiplied by the number of years employed.

2. For employees who have been actively employed for a period of less than five (5) years, the Town will advance a sick leave reserve bank of thirty (30) days in addition to twelve (12) days per year of employment.

#### Q. Submission of Disability Forms

1. Employees who are absent from work for a period of four (4) days must submit a doctor's note explaining their disability and such disability forms as required by the Comptroller's Office by the fifth (5th) day to continue to receive disability payments.

2. Employees who are absent for eight (8) consecutive days must submit a DB450 duly executed to the Comptroller's Office by the twentieth (20th) day from date of first absence.

#### R. Medical Examination

The Town has the right to schedule a medical examination for each employee who is absent for five (5) consecutive days. Failure of the employee's compliance with medical examination scheduled will result in cessation of all disability payments. Reinstatement of payments shall be made only after approval is received from the Town Board after a hearing, as required, by the Board.

#### S. Workers' Compensation

All disability subject to Workers' Compensation coverage shall be honored by the Town upon complete compliance with the rules of Workers' Compensation Law at that time. Failure upon the part of the employee to comply with Workers' Compensation requirements shall be cause for the Comptroller to withhold payments contributed by the Town in Supplement of Workers' Compensation Benefit. Reinstatement of payments shall be made only after approval of the Town Board.

#### T. Reinstatement of Employment

All employees returning from sick leave must report to Comptroller's Office to execute all necessary forms prior to reinstatement to active employment.

SECTION 2. Employees employed by the Town prior to April 2, 1981, excluding those employees who were still on probation on April 2, 1981 shall be covered by the following sick leave plan:

A. It is the purpose of this plan that the Town will obtain insurance coverage for Workers' Compensation statutory sickness disability benefits for all police personnel and, in addition, will make supplemental pay benefits as hereinafter set forth. It is not intended that said employee will in any way lose or forfeit any other rights, privileges or benefits for other than sickness disability as is defined under the provisions of the sickness disability section of the Workers' Compensation Law.

B. The employee agrees to comply with the provisions of the Workers' Compensation Law as defined in Section 200 through 242 of the Workers' Compensation Law and, in addition, to submit, upon request, to medical examinations as may be requested by the town for determination of benefits herein described. Refusal to submit to medical inspection as defined under the Workers' Compensation Law shall be subject to the penalties and provisions of the Workers' Compensation Law. Refusal to submit to medical inspection or to provide medical evidence of disability for the supplemental benefits provided by the Town as defined herein shall serve as just cause for the Town to deny any supplemental benefits described herein.

C. The adoption and acceptance of this plan terminated the prior "sick leave" program in effect. Accumulated sick leave under the prior sick leave program shall be disposed of as follows:

If the employee entitled to benefits under this agreement has more than thirty (30) days of accumulated sick time, he/she shall be permitted to establish a "bank" of thirty (30) days to be credited to the employee as a pre-retirement paid leave. Any amounts in excess of thirty (30) days which the employee may have shall be redeemed by an equal redemption formula of allowed time and cash payment. The redemption of any excess above the allowable "bank" shall not exceed ten (10) days per year during active service. The allocation of allowed or accrued paid time shall be subject to the needs of the Department in terms of public safety. If, however, the needs of the Department do not permit the equal allocation of time off plus paid time, then the employee shall receive the full annual amount as paid time.

D. If any sickness of confinement or medical care under this plan is the result of an occurrence covered under the New York State No-Fault Insurance Law or its equivalent, the employee agrees to obtain coverage under said No-Fault before any claim is made hereunder and any coverage obtained under No-Fault shall supplement this plan and not be in addition to No-Fault coverage.

E. 1. The Town agrees, after deducting any insured payments, to make payments for disability based on the employee's salary at the first day of disability as follows:

a. 0-1 year of employment: First three (3) days nothing (no pay); Half (1/2) pay 4th through 7th day; Half (1/2) pay and through 26th week.

b. 1 to 3 years of employment: No (0) pay for the 1st day; Half (1/2) pay

for 2nd and 3rd days; and full pay for balance of first week; Full pay 2nd through 13th week; Half (1/2) pay 14th through 26th week.

c. 3 to 5 years of employment: Half (1/2) pay for 1st three (3) days and full pay for balance of 1st week; Full pay 2nd through 17th week; Half (1/2) pay 18th through 26th week.

d. 5 to 10 years of employment: Full pay for 1st day and full pay for balance of 1st week; Full pay 2nd through 26th week; Half (1/2) pay 27th week through 34th week.

e. 10 to 15 years of employment: Full pay for 34 weeks; Half (1/2) pay 35th week through 46th week.

f. 15 to 20 years of employment: Full pay for 46 weeks; Half (1/2) pay 47th through 52nd week.

g. 20 and over years of employment: Full pay for 52 weeks.

2. In each of the classifications above, a medical certification will be required for the third day and thereafter.

3. In establishing length of employment under the plan, employment in other police departments as a police officer shall be included.

4. Non probationary employees employed by the Town prior to April 2, 1981 shall have, up until January 1, 1982, the option to be covered by the plan for new employees in lieu of the existing plan. It is understood that in the event they exercise the option for such plan, those who have the 30-day pre-retirement bank" shall retain same and the option, if exercised, shall be retroactive to January 1, 1981, and charges for 1981 days used against the bank.

## **ARTICLE VII SICK LEAVE INCENTIVE**

SECTION 1. Employees shall be entitled to additional pay, payable in the first pay period in January following the calendar year in which earned, according to the following schedule:

Sick Leave Used	Days Pay Entitlement
6 or more	0
5 or 4	1 day
3	2 days
0, 1 or 2	3 days

SECTION 2. Employees shall have the option to receive, in the year in which cash payments would be due, additional paid vacation in lieu of cash payment. Effective January 1, 2000 employees shall have the option to receive in the year in which cash payments would be due, additional personal leave days in lieu of cash payment. In the event an employee does not utilize these sick incentive personal days, the employee will be paid in cash in the last pay period of the year. This provision shall not alter in any way the practices of the parties with respect to the five annual personal leave days.

SECTION 3. Employees who are in the accumulated sick leave plan shall not suffer a loss annual or accumulated sick leave as a result of this sick leave incentive plan.

## **ARTICLE VIII VACATIONS**

SECTION 1. All employees shall be allowed vacation leave with pay.

SECTION 2. Actual working days only shall count as part of the allowed vacation. Regular days off falling during the vacation period shall not be counted. Employees are entitled to actual vacations and no employee shall be required to accept money instead of vacation.

SECTION 3. Choice of vacation periods shall be according to seniority and seniority within rank, so far as compatible with the proper operation of the Police Department.

SECTION 4. Employees shall be eligible for vacation based on length of service as follows:

- a. during the first year of employment, but not during the first 30 days-seven (7) working days;
- b. during the second through fifth years - fourteen (14) working days;
- c. during the sixth through fifteenth years twenty-one (21) working days;
- d. during the sixteenth year and each year thereafter - twenty-eight (28) working days.

SECTION 5. Subject to the convenience of the schedule, employees shall be allowed to split vacations, into three (3) segments. Selections for each vacation segment shall be in accordance with past practice.

SECTION 6. Employees, who retire, shall be entitled to their vacation in cash or time off, at the members' option in their final year, based on their actual service during that fiscal year, from January 1st to their date of retirement, according to the following schedule:

Retirement Date	Vacation Entitlement
January 1st to March 31st	1/4 of entitlement
April 1st to June 30th	1/2 of entitlement
July 1st to December 31st	Full entitlement

## **ARTICLE IX PERSONAL LEAVE**

SECTION 1. Five (5) paid personal days shall be granted, upon written request made, except in an emergency, no more than 15 days but not less than five (5) days prior to the use of the day requested, and a response shall be made in writing within three (3) days of the request. The request shall, consistent with the needs of the Department, not be unreasonably refused.

SECTION 2. DEATH LEAVE. Three (3) days paid leave shall be granted in case of death in the employee's (or his/her spouse's) immediate family. An additional day or days may be granted subject to the needs of the Department and discretion of the Chief. Immediate family is defined as the following: grandmother, grandfather, mother, father, spouse, son, daughter, sister, brother.

SECTION 3. LEAVE OF ABSENCE. On ninety (90) days' notice, an employee may take one (1) year's leave of absence without pay and benefits subject to the approval of the Town Board.

## **ARTICLE X HOLIDAYS**

SECTION 1. Each employee shall receive a lump sum payment equivalent to twelve (12) days' pay for holidays, whether or not worked. Said payments shall be made on or about December 1 of each year. Effective January 1, 1991, Martin Luther King Day shall be added to this section as a paid holiday for a total of thirteen (13) days pay for holidays, whether or not worked.



SECTION 2. Each employee who works on the holidays listed below shall be paid an additional day's pay at straight time or eight (8) hours time off for each of these days worked at the employee's option:

New Year's Day  
Easter Sunday  
Thanksgiving Day  
Christmas Day

SECTION 3. The scheduling of compensatory time off shall be within the discretion of the Chief, and the Chief shall use his/her best efforts to grant this time during the season of the holiday which was worked. No employees shall lose a day off because of the lapse of time.

SECTION 4. Employees, during their first year of employment shall be entitled to payment under Section 1 of this Article, pro-rated for the actual time of employment from January 1st to December 31st. For those holidays set forth in Section 2 of this Article, employees shall be entitled to the benefit set forth therein if they work on those identified holidays.

SECTION 5. Employees, who retire, shall be entitled to the pro-rated portion of paid holidays, calculated from January 1st to their actual date of retirement and shall be entitled to, under Section 2 of this Article, the benefits set forth therein.

## **ARTICLE XI JURY DUTY**

If an employee is subpoenaed for jury duty and is scheduled to work that day on any tour of duty, that employee will be relieved of duty for that day or days. This does not relieve said employee of duty if he/she is scheduled to work on a weekend or holiday (a non jury day). Jury duty will not alter any of an employees scheduled days off. While an employee is on jury duty, he/she will not be entitled to swap days off with another employee.

## **ARTICLE XII TRANSPORTATION ALLOWANCE**

Employees not otherwise compensated shall be paid twenty three cents (\$0.23) per mile for use of their own personal vehicle for transportation in connection with official duties directed by the Department.

### **ARTICLE XIII CLOTHING ALLOWANCE**

The Town shall provide, at its expense, all uniforms reasonably necessary for employees of the Mt. Pleasant Police Department. Such expenses shall be limited to an original allowance of five hundred (\$500.00) dollars; and an annual allowance thereafter not to exceed seven hundred fifty (\$750.00) dollars, to be paid in a cash lump sum, on or about April 1st of every year.

### **ARTICLE XIV BENEFIT PLANS AND INSURANCE**

**SECTION 1. RETIREMENT.** The Town shall continue the present coverage under and pay the full cost of the New York State Policemen's and Firemen's Retirement System Plan with retirement benefits measured from the date when the individual was first employed as a police officer in any jurisdiction in New York State and by the final twelve month salary, except for those employees who joined the retirement system after July 1, 1973. Where applicable, the Town shall provide for payment of World War II service credit.

#### **SECTION 2. HOSPITALIZATION & MEDICAL BENEFITS.**

A. 1. Except as set forth in paragraph A.2. below, the Town shall, for all employees and their eligible dependents, pay for the entire cost of premiums for all coverage provided under the New York State Empire Plan, plus medical and psychiatric riders, which includes Major Medical coverage.

2. All bargaining unit members hired after June 30, 1993, shall be required to pay 25% of health insurance premiums for the first three years of their employment.

3. The Town shall have the option of changing from the New York State Empire Plan in Subsection A.1 to coverage under the Municipal Employees Benefits Consortium for Westchester County Municipalities ("MEBCO").

B. In the event the premium for H.M.O. Health Plans coverage under the New York State Health Insurance Program exceeds the premium for the coverage under Paragraph A, the employee shall pay the premium difference for said HMO coverage.

**SECTION 3.** The employee's beneficiary shall receive one (1) year's salary in the event of death in the line of duty.

SECTION 4. The Town shall contribute five hundred and twenty-five (\$525.00) dollars per employee per year to the PBA Welfare Fund for the provision of welfare benefits for members of the bargaining unit.

## **ARTICLE XV CONTINUING EDUCATION PROGRAM**

The organization and the Town recognize that the furtherance of police service to the public is enhanced by the training and education of police officers, and to that end the following policy for paying certain costs relating to such education and training is agreed upon:

1. All Police Officers are eligible to apply for this benefit and will be encouraged by this Organization to do so.

2. All Police Officers shall be permitted to enroll in approved courses in Police Science and in regular recognized police educational courses. Notice of such enrollment, with the name and number of courses, and the school enrolled at, shall be filed with the Police Chief subject to prior Town Board approval.

3. The Town obligations under this section shall be as follows:

A. Employees duly enrolled in said courses in Police Science and education shall attend such course and perform all study work relating thereto on off-duty time.

B. The Town shall pay the tuition costs of courses toward a Police Science Degree for each student as required by the Institution. All benefits enumerated heretofore shall be paid subject to the successful completion of said course (defined as a passing grade).

## **ARTICLE XVI RECIPROCAL RIGHTS**

A. The Town recognizes the right of the employees to designate representatives of the Organization to appear on their behalf to discuss grievances arising under the terms and conditions of this Agreement.

B. Members of the Town Board shall sit in special session for purposes of action on the grievances as set forth by the Executive Board for the Organization. This special session of the Town Board shall only convene in the event of failure of the resolution of any grievances within a period of ten (10) days after presentation by the Executive Board through the normal established Police Department grievance procedure. Once the Town Board has closed the special session

grievance hearing, they shall be given an additional ten (10) days in which to render a decision. This grievance procedure in no way precludes the Organization and/or the Town from exercising any other rights they may have pursuant to law.

## **ARTICLE XVII GRIEVANCE**

A. Any grievance arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

1. Such grievance by a police officer(s) shall be presented to his/her or their Organization representative in writing.
2. In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented by the Organization to the Chief of Police.
3. In the event such grievance is not satisfactorily resolved or adjusted at the preceding step of the procedure, then the Organization shall present the same to the Town Board or its designee for settlement in writing.
4. In the event that any grievance is not then disposed of, it shall be referred by either party to arbitration before an impartial arbitrator.

## **ARTICLE XVIII DISCRIMINATION**

Neither the Town nor any of its agents, representatives or employees shall discriminate against, coerce, or influence in any manner any member of the Organization solely because of membership of activities in the Organization or by reason of being an officer of the Organization.

## **ARTICLE XIX OPEN NEGOTIATIONS**

Permissive State Legislation. Any permissive State legislation applicable to this contract arising subsequent to January 1, 1979 may be negotiated by the parties to this Agreement during the term of this Agreement. This clause does not in any way obligate the Town or the Organization to adopt such legislation.

## **ARTICLE XX POLICE VEHICLES**

Commencing with the ordering by the Town of its new automobile vehicles, all such vehicles for patrol use shall be purchased for the Police Department of the Town with safety locks on the rear doors (cars cannot be opened from the inside) and screen partitions between the front and back seat.

## **ARTICLE XXI NO STRIKE**

The Organization, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in, cause, instigate, encourage, or condone a strike.

## **ARTICLE XXII MISCELLANEOUS**

SECTION 1. Employees shall have the right to remove their hats while on active duty when they are driving a police vehicle.

SECTION 2. Employees shall agree to, and abide by, the Rules and Regulations affecting beards, shoes, and the appropriate way to wear a police cap. Those other items set forth (i.e., hair length, moustache, etc.) shall be dispensed with provided the appearance of the employee does not interfere with general appearance of a uniformed Police Officer.

SECTION 3. The Chief shall maintain the right of petit discipline subject to the grievance procedure.

SECTION 4. No employee shall be assigned to a tour of dog censoring.

SECTION 5. Previous Practice. The alteration of any existing terms and conditions of employment shall be subject to the grievance procedure.

SECTION 6. Transfer Credits. Existing practices shall be continued in respect to transfer credits.

SECTION 7. Indemnification. The Town shall indemnify and save harmless any employee of the bargaining unit from and against any and all liability arising from injury to person or property occasioned wholly or in part by an act or omission of an employee of the bargaining unit, including any and all expenses, legal or otherwise, incurred by the bargaining unit in the defense of any claim or suit arising out of the performance of duty on behalf of the Town, provided the

payment of same is not unlawful.

SECTION 8. Job Description. The job description for Police Officers and Sergeants are annexed as Schedules A-1 and A-2.

### **ARTICLE XXIII LEGISLATIVE ACTION**

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

### **ARTICLE XXIV SEPARABILITY**

Should any part hereof or any provision herein contained be rendered or declared illegal or unfair labor practice, by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such part or provisions rendered or declared illegal or unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

### **ARTICLE XXV TERM OF AGREEMENT**

This Agreement shall become effective as of January 1, 2001 and shall terminate at the close of business December 31, 2002.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seal the day and Year above written.

TOWN OF MOUNT PLEASANT POLICE  
WELFARE AND BENEFIT ORGANIZATION

TOWN OF MOUNT PLEASANT

BY: Joseph Giustino  
Pro P.D.A.

BY: Robert J. Melham

## **JOB DESCRIPTION POLICE PATROLMAN**

**GENERAL STATEMENT OF DUTIES:** Under direct supervision, performs police duties and does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** This position involves responsibility for the protection of lives and property and the enforcement of all laws and ordinances. This work consists primarily of routine patrol tasks, however, independent exercise of sound judgment is necessary in emergency situation.

**EXAMPLES OF WORK:** (Illustrative only)

Patrols an area either on foot, in a patrol car, or on a motorcycle; service of legal papers, Court and Town; voter check cards; revocation orders, and similar Police functions; Directs traffic, handles accidents, and issues summonses to traffic violators; Checks doors and windows of unoccupied business and residential property; Investigates suspicious activities and makes arrests for violations of applicable laws and ordinances, and has violators booked on charges; Escorts prisoners to jail and to court; Prepares cases and appears in court to substantiate charges; Watches for and makes investigations for wanted or missing persons, stolen cars and property; Checks vehicles for overtime parking; Maintains order in crowds; Operates police radio equipment and keeps log of transmissions and receptions; May broadcast radio messages and send teletype messages; Submits daily reports; Gives out information to persons relative to the location of routes, streets, public buildings, etc.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:**

Good knowledge of first aid methods; ability to read and understand the provisions of the New York State Penal Law, Code of Criminal Procedure and Vehicle and Traffic Law; ability to understand and carry out complex oral and written instructions; ability to express oneself clearly and concisely in writing and conversation; ability to get along well with others; ability to drive an automobile and/or motorcycle; excellent moral character and habits: no conviction of a felony; even temperament; a high degree of courage; freedom from any innate or acquired nervousness; tact; dependability. Must possess a valid New York State Drivers License.

## **POLICE SERGEANT**

**GENERAL STATEMENT OF DUTIES:** Has immediate charge of the activities of patrolmen of the Department on an assigned shift; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** An employee in this class is responsible for the police work of subordinates or for specialized duties which he personally performs. Supervision is exercised over the patrolmen through inspection and the assignment of duties in accordance with general instructions received from officers of higher rank.

**EXAMPLES OF WORK:** (Illustrative only)

Books prisoners and sees that correct charges are placed; Keeps all records of persons arrested, detained, or released on bond; Transmits orders to patrolmen personally or by telephone; inspects each platoon before it goes on duty for compliance with departmental regulations; Maintains order and is in charge of prisoners in court; Operates teletype equipment; Maintains a daily report of activities during an assigned shift; Checks patrolmen in the performance of duties and makes suggestions for better execution of work; Reports any breach of duty or inefficiency; Directs and performs criminal investigations when assigned; Has charge of photographing and fingerprinting prisoners and has responsibility for the proper filing and classification of identification records; Takes statements and affidavits from suspects and witnesses; Occasionally takes charge of traffic detail; Reviews the daily reports submitted by patrolmen.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:**

Good knowledge of modern principles and practices of police work; good knowledge of controlling laws and ordinances; good knowledge of geography of the town; ability to instruct and direct subordinate officers; skill in the use of firearms; ability to deal courteously, but firmly with the general public; conscientiousness and good judgment; good physical condition to perform the duties of the position.

**MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE:**

Either (a) graduation from a standard high school course; or (b) possession of a New York State High School Equivalency Diploma. Must possess a valid New York State Drivers License.