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Contract Database Metadata Elements

Title: **Lancaster, Town of and Cayuga Club, Police Benevolent Association (2003)**

Employer Name: **Lancaster, Town of**

Union: **Cayuga Club, Police Benevolent Association**

Local:

Effective Date: **01/01/03**

Expiration Date: **12/31/04**

PERB ID Number: **7402**

Unit Size:

Number of Pages: **37**

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Lancaster, Town Of And Cayuga
Club/Police Benevolent Assn

TO / POL

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF LANCASTER

AND THE

CAYUGA CLUB,

POLICE BENEVOLENT ASSOCIATION, INC.

January 1, 2003- December 31, 2004

RECEIVED

MAR 06 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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THIS AGREEMENT, entered into the 4th day of March 2003 by and between the TOWN OF LANCASTER, NEW YORK, hereinafter referred to as the "Town" and the TOWN OF LANCASTER POLICE BENEVOLENT ASSOCIATION, also known as THE CAYUGA CLUB, hereinafter referred to as the "Club"/ "PBA".

SECTION 1.01 PURPOSE OF AGREEMENT

The parties hereto desire to provide, throughout this Agreement: A method for orderly collective bargaining between the Town and the Club; to secure prompt and equitable disposition of grievances that may arise; to establish fair wages, fringe benefits and working conditions for police personnel in the negotiating unit; and to promote, to the highest degree, efficiency in providing service to the public.

In consideration of the mutual covenants and agreements, herein contained, the Town and the Club, through their authorized representatives, agree as follows:

SECTION 1.02 APPLICABLE LAW

This Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the provisions of the New York State Law and also non-conflicting local laws of the Town.

SECTION 1.03 LEGISLATIVE REQUIREMENTS

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or, by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

SECTION 2.01 RECOGNITION

The Town recognizes the Club as the sole and exclusive representative and collective bargaining agent for all police personnel in the negotiating unit who are hereinafter referred to, individually as "Police Officer" and collectively as "Police Officers".

The negotiating unit is defined as: all Police Officers, employed by the Town of Lancaster, New York, pursuant to the New York State Civil Service Law, including, but not limited to, Patrol Officers and Lieutenants, but excluding the Captains and the Chief of Police and all other employees of the Town.

This recognition shall extend for the maximum period of time allowed by law and until the expiration of this Agreement, according to its terms. The Town shall not negotiate, during this Agreement, with any organization, on behalf of these Police Officers, defined herein, other than the Club and, unless notified by the Town, the Club will undertake to negotiate and represent the same unit for a successive Agreement.

SECTION 2.02 MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement and to the law, it is agreed that the Town retains the exclusive right to direct Officers; to maintain, improve the efficiency of, and manage operations entrusted to the Town, and to determine the method, means and number of Officers by which said operations are to be conducted.

SECTION 3.01 DUES

The Town, upon request of the Club, shall deduct from the wages of Police Officers and remit regularly to the Club, the Club's membership dues for those Police Officers who have signed authorization cards permitting such payroll deductions. The deductions will be made every two weeks on a form of authorization card mutually agreed upon by the parties hereto.

SECTION 3.02 AGENCY SHOP

Any present or future Police Officer, represented by the Club, who is not a union member and who does not make application for membership, shall have deducted from his wage or salary the amount equivalent to the dues levied by the Club. The Town shall make such deductions and transmit the sum so deducted to the Club, provided, however, the Club has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction, which represents the Officer's pro rata share of expenditures by the Club in aid of activities or causes only incidentally related to terms and conditions of employment.

SECTION 3.03 NEW JOB CLASSIFICATIONS

The Town agrees that in the event it establishes any new classifications, recognized within the negotiating unit, the Town will furnish the Club with the new job description and will confer and negotiate with the Club the basic annual salaries for each such position.

SECTION 3.04 NON-COMPETITIVE JOB CLASSIFICATIONS

A non-competitive job classification is an activity or position, which is performed on a regular and routine basis, of a full time or part-time nature, including but not limited to:

Detective, D.A.R.E. Officer, Youth Officer, SRO, Community Services and Education Officer, E.R.T. Officer, Field Training Officer, and Accident Investigation Unit.

When a vacancy exists in a non-competitive job classification within the recognized bargaining unit, or in a position created within the bargaining unit, notice of the existence of such vacancy shall be conspicuously posted upon a bulletin board in the Police Station for a period of ten (10) days, and Police Officers of qualified rank may affix their names thereto, indicating the desire to be considered for the filling of such vacancy.

When a vacancy exists, the Police Officer to fill the same shall be selected from the top three (3) qualified Police Officers who have affixed their names to said list, based upon their seniority. For each additional vacancy, one (1) additional qualified personnel, based upon their seniority, shall be added to the group from which the selections shall be made.

When selecting from the top three senior applicants, the Department will attempt to select personnel for the assignment based upon evaluations of the member's training, experience, education, skills and qualifications. In the event that the foregoing considerations are substantially equal, the most senior officer will be selected.

When selecting a candidate for assignment to the E.R. T. and when determining whether or not to retain an Officer on the E.R. T, following the consideration of the aforementioned factors, the Chief shall base his decision primarily upon the recommendations of the E.R. T

All assignments referred to herewith shall be probationary only for the first six (6) months, which time shall not include time off or vacation, nor shall it include time spent in any school training for such position.

After the probationary period, an officer will not be removed from this position without cause, and cause may be related to that officer's skills, abilities, and job performance. Such removal may be grieved under the grievance/discipline procedure.

Nothing contained herein shall prevent the Town from eliminating the non-competitive job classification. The PBA is not entitled to grieve the elimination of the classification.

Subject to Section 6 11, members selected for such positions shall be paid, on step, the higher salary (if applicable) for all time spent in the position after the 30th day and shall likewise be entitled after the 30th day to the same time off benefits afforded others in a like position.

For all members newly assigned to existing or newly created position, consideration shall be given (1) to all of the rights, privileges and practices afforded members currently assigned to the same position and (2) all of the rights, privileges and practices afforded those members who were previously assigned to the same position, subject in both cases to the limitations of the department. At such time as the Town and the bargaining unit negotiate the creation of an additional existing or newly created position in a non-competitive job classifications, the same consideration shall be made subject to the limitations of the department.

This Section shall supersede any conflicting agreements and practices heretofore existing.

SECTION 3.05 TRANSFER AND ASSIGNMENTS

The transfer and assignment of Police Officers will be the sole responsibility of the Town, subject to the provisions of this Agreement and the following:

- (a) Civil service examinations and procedures as specified by the laws of the State of New York.
- (b) Qualifications for non-civil service, non-competitive job classifications and temporary work assignments within the Department will be established by the Town.
- (c) In the event of the abolishment or reduction of position of Detectives, such Officer shall be reassigned and remain on a preferred list for two (2) years if position is reestablished.

SECTION 3.05(a) SPECIAL DETAILS

Every six (6) months on January 1 and July 1, the Town shall post a notice allowing members to express an interest in assisting the Department with special details. Interested members shall affix their names to the notice. Special details shall include, but not be limited to, youth nights and nights out, police department presentations, fingerprinting opportunities, speaking engagements, etc.

The Town shall adopt a wheel format to equitably distribute the details among the members who have affixed their names to the aforesaid notice. Seniority shall determine position on the wheel. The Town shall not be required to fill details as overtime. In instances where special qualifications are clearly necessary, those members with the special qualifications shall be given priority equally. In the event, a member does not possess the necessary special qualifications, those members will maintain their position on the wheel. The member that is selected will be placed at the bottom of the list upon completion of the assignment.

SECTION 3.06 CIVIL SERVICE EXAMINATIONS

The Town agrees to request from the Civil Service commission, a new examination to be held within one (1) month after expiration date of each promotional list. All existing promotional vacancies are to be filled within a reasonable time, not to exceed thirty (30) days from the time the vacancy occurs and a promotional list is available.

All other vacancies are to be filled within a reasonable time, not to exceed sixty (60) days from the time the vacancy occurs and a list is available, provided, however, that the Town reserves the right to abolish any position.

The Town will post and keep current, Civil Service lists for positions relative to PBA when made available to the Town.

SECTION 4.01 UNIFORM ALLOWANCE

Each Police Officer during the term of this Agreement, except new appointees on probation who are treated separately below, shall receive a uniform maintenance allowance in the sum of \$1,500.00, one-half of which sum shall be paid to each Officer on January 1st each year, and the other half shall be paid to each Officer on July 1st, each year.

Such amount is to be used for required items of uniforms and equipment as determined by the Chief. All Police Officers will maintain a standard of appearance as required by Department Regulations and/or Manual of Procedure.

New hires will be required to purchase their own items of uniforms and will be eligible for this allowance when the probationary period is completed. If permanent status is effective, other than the dates as indicated above, a pro rata amount, per month, will be made.

Officers may purchase items of uniforms and equipment from any approved vendor, but the item to be purchased must comply with specifications determined solely by the Department. Said specifications shall include, but not be limited to, brand names and specific models and styles.

The Town will, at it's own expense, provide any new type of clothing which becomes a municipal requirement during the term of this Agreement.

In addition to the above-mentioned allowance, the Town will pay the cost of replacement or repairing necessitated by major damage from a verifiable event, incurred during the performance of an Officer's duties upon presentation of a properly receipted bill for the repair or replacement of said clothing and a statement setting forth the unusual circumstances resulting in the damage to the same. Statement must be filed by the Police Officer's end of shift. The Chief will determine payment, but approval will not be unreasonably withheld. The Police Officer requesting payment pursuant to this Section must request payment from the defendant (if any) to the Court/District Attorney.

SECTION 4.02 BULLETPROOF VESTS

The Town will provide a bulletproof vest to each Officer who regularly carries or wears such vest. Vests so provided will be replaced according to the manufacturers expiration date or necessitated by wear and tear. The vests are the property of the Town and shall be returned to the Town prior to Police Officer's termination of employment or replacement of the vest.

SECTION 5.01 SENIORITY

Seniority for Police Officers shall be determined by the date of permanent appointment to the Department. If two or more Police Officers are appointed on the same date, seniority shall be determined by comparison of their rank on the Civil Service List from which they were appointed, with the person holding the highest position receiving seniority over the other or others. If two or more persons have identical positions on the Civil Service List, seniority shall be determined by the traditional flip-of-the coin", with the winner receiving the higher position on the seniority list.

Seniority for supervisory positions, other than Police Officers, shall mean seniority-in-rank, and shall be determined by date of promotion. If two or more persons are promoted on the same date, seniority shall be determined by seniority in the Department, except that if an Officer is working as a contingent permanent or acting supervisor and is promoted to full supervisory status while working in this position, this time will be added as seniority to his supervisory position. If two or more Officers have the same seniority in the Department or have acting or contingent permanent status, seniority will be determined by their rank on the Civil Service List.

The definitions and determinations of seniority contained herein, shall apply for all purposes throughout this Agreement except that Police Officers employed on or before the effective date of this Agreement shall choose their vacation as current practice dictates even if the above seniority definition shall lead to a change in vacation selection. All Officers employed or promoted after the effective date of this Agreement shall be governed by the seniority formulation contained herein for all purposes, including vacation selection.

Any Officer hired with prior police experience shall waive their departmental seniority in respect to shift selection and vacation selection and seniority in rank. All past service in other Police Departments in New York State will be retained for longevity and vacation time purposes.

SECTION 5.02 SHIFT SENIORITY

All shifts are to be filled by seniority preference. This provision shall not apply to Police Officers with less than twelve (12) months of completion of field training, whichever is longer, but in no event more than eighteen (18) months or those Officers scheduled on special assignment.

Police Officers, shall state preference for shifts for period commencing January 1st and July 1st of each year, and such preference shall be noted when scheduling shifts, to the extent possible. The provision is not applicable to Police Officers with less than twelve (12) months of experience and those scheduled on special assignments.

Patrol Lieutenants may bid shifts among themselves by seniority every six months. Lieutenants with less seniority will work their first shift preferences when the senior lieutenant and patrol captain (on day shift only) are both off, either on their R.D.O., vacation time, personal leave days, legal holidays, extended sick leave, bereavement or use of comp. Time, shifts will not be changed under this section with less than 2 weeks notice or the shift change does not effect the manpower being moved.

Police Officers of equal rank may change shifts and days off with each other, if mutually agreeable, a maximum of eight (8) times per year subject to the following:

- a. The Change of shifts shall not result in an officer working six (6) days in a row.
- b. The change in shifts shall not result in the officer becoming in violation of the limits with respect to off-duty employment as provided for for in Section 6.09 of the Contract
- c. The change will not be with the same officer eight (8) times per year.
- d. The officer who initiates the request shall be charged with the change.

Odd-hour shifts will be filled by Police Officers with the most seniority, excluding Police Officers already assigned to the shift in progress at the start of the odd-shift. The parties agree that if such senior Police Officer has expressed an ongoing preference to avoid odd-shifts, the next senior Police Officer, who has not expressed such a preference, will be so assigned.

SECTION 6.01 SALARIES

The classifications and the basic annual salary schedule for Officers shall be as follows:

Classifications	01/01/2003	01/01/2004
	(4%)	(3%)
Starting Rates	\$ 44,156	\$45,481

Classifications	01/01/2003 (4%)	01/01/2004 (3%)
Police Officer First Grade	\$54,738	\$56,380
Lieutenant	\$63,965	\$65,884
Detective-Lieutenant	\$65,084	\$67,036

The incremental increases to the maximum rate of Police Officer-First Grade classification will be in accordance with current departmental procedures.

Annually, the Town shall provide each Officer with his/her hourly, daily, bi-weekly, and overtime rate on or before February 1st

Detective's pay shall equal an amount \$3,500 greater than Police Officer-First grade.

Full-time D.A.R.E. Officers shall receive an additional \$2, 000 per year beyond their regular salary.

Officers assigned to the D.A.R.E. program less than full time, or as Field Training Officer shall receive \$2.25 per hour for each such hour so assigned. Maximum payment for Field Training Officer shall be 500 hours per cycle.

Effective January 1, 2001, all members who have EMT certification shall be paid the sum of \$500 annually. All members who are certified with CFR/Defibrillation shall be paid an annual sum of \$250 per year. Payment shall be made in the pay period nearest to June 30th each year. In the event that the Department trains all members for CRF/Defibrillation, this entitlement shall terminate. The Town is not to be obligated to train all members for EMT or CFR/Defibrillation training.

Members shall be allowed to pick up from Town Hall or Headquarters, at the member's discretion, their by-weekly paychecks on the day immediately proceeding designated Town paydays. Officers are not to cash their checks until at least 3:00p.m. on the day of pickup. Officers must notify the Town by noon of their intent to pick up checks at the Town Hall. All checks will be available at 3:00p.m. The Officers are allowed to cash checks at bank drive-thru windows that have next day service. Any violation of this Section will result in disciplinary action.

SECTION 6.02 SHIFT EQUALIZATION PAY

Each member shall receive annually a \$1000 lump sum "shift equalization payment". This amount shall be paid biannually during the term of this Agreement in July and December of each year in the amount of one-half the total consistent with other provisions for salary, longevity, and the like payable in those respective months.

SECTION 6.03 OVERTIME PAY

Officers who are required to work beyond a regular 8-hour shift or who are required to work at times other than regularly scheduled work time shall be paid for such additional time-worked at the rate of time and one-half. Officers who are scheduled off on a holiday, but are ordered to duty, shall be paid the rate of double-time.

Overtime for "hold over" circumstances shall be calculated as follows: Up to and including the hour upon which shifts terminate (i.e., 2400 hours, 0800 hours, 1600 hours), no overtime shall be paid. Upon the completion of 15 minutes past the shift relief hour cited, Officers shall be paid for one-half hour at time and one-half. Upon an Officer remaining on duty in a hold over situation past 30 minutes, overtime shall be paid in half hour increments for each half hour period the Officer is held into.

All overtime work shall be paid at the rate of time and one-half, or shall be compensated by compensatory time-off, at the election of the Officer, and used when the Chief shall determine, in his discretion, that the schedule can accommodate such compensatory time-off. Each Officer may carry over forty (40) hours to the subsequent calendar year and must be used by April 1st of the subsequent year.

Parties agree that no holdover overtime shall be paid until the 16th minute of overtime work.

An Officer who is scheduled off, in lieu of a holiday, and who is called into duty, shall be paid at the rate of time and one half and shall be given the time-off at a later date unless said Officer shall have received one (1) full week prior notice of his being so required to work, then and in that event, the Officer shall receive his regular pay according to this Agreement and shall receive the scheduled day-off at a later time.

SECTION 6.04 CALL-IN PAY

When an Officer is called to the station or to duty at times other than regularly scheduled hours, he shall be paid a minimum of two-hours pay at the rate of time and one-half.

In the event of a scheduling change on less than 8 hours notice, the affected Officer shall be paid two hours salary at the rate of time and one-half, in addition to any other earnings to

which he is entitled. It is understood that this provision does not apply to circumstances covered by the provisions of Section 6.03.

SECTION 6.05 LONGEVITY PAY

Each Officer shall be entitled to longevity pay in accordance with the following schedule for each year of the Contract:

LENGTH OF SERVICE 01/01/2003- 12/31/2004

After 5	years	\$1,150.00
After 10	years	\$1,250.00
After 15	years	\$1,350.00
After 20	years	\$1,450.00
After 25	years	\$1,550.00

Said longevity increments shall be computed and certified by the Supervisor. Attainment of the fifth, tenth, fifteenth, twentieth, or twenty-fifth year anniversary of service shall qualify an Officer for payment of longevity increment from January 1 st of the year in which such anniversary occurred.

Officers with an anniversary date between January 1st and June 30th, inclusive, shall receive the longevity increment in a lump-sum amount on the first pay period in July, each year.

Officers with an anniversary date between July 1st and December 31st, inclusive, shall receive the longevity increment in a lump-sum amount on the first pay period in December, each year.

Any Officer who terminates his service, for any reason, during the eligibility period shall receive the longevity increment due, as of the pay schedule in effect, prior to the anniversary date.

In the event of death, in service, of a Police Officer, payment as indicated above, shall be made to his estate.

SECTION 6.06 COURT PAY

Officers who are required to appear in Court, or before a Grand Jury or any other regulatory agency, by reason of employment, at a time other than regularly scheduled work time, shall be paid for such appearance at the rate of time and one-half, for the number of hours that are required. A minimum of four (4) hours pay shall be allotted for each such appearance, outside of the territorial boundaries of the Town of Lancaster and a minimum of two (2) hours pay shall be allotted for each such appearance within the territorial boundaries of the Town of Lancaster, provided, however, that in the event such Court time shall be a part of a period of over

forty (40) hours in one (1) work week, time and one-half shall only be paid under this Court Pay provision of this Agreement.

Officers will be paid for four (4) hours outside the territorial boundaries of the Town of Lancaster and for two (2) hours within the territorial boundaries of the Town of Lancaster at a rate of regular time, in the event they are not notified within twenty-four (24) hours of an adjournment or other disposition.

Any required appearance in Court on or before a Grand Jury or any regulatory agency, occurring during a regular tour of duty and extending past the end of that tour of duty will be considered as overtime and compensated accordingly.

Any other required appearance shall be compensated in accordance with the provision of this Section.

However, an Officer who is disabled from duty and is compensated under General Municipal Law Section 207-C may be required to appear in Court, without compensation, provided his physician would allow such activity.

SECTION 6.06(a) JURY DUTY

A member summoned for jury duty, if required to appear, and if scheduled to work that day or the midnight shift immediately preceding the date summoned for jury duty, shall be compensated his regular pay for said workday. The members shall sign over to the Town any funds received in relationship to the member's service upon a jury

SECTION 6.07 RATE OF PAY

Daily rate of pay shall be obtained by dividing the basic annual salary by 244.

Hourly Rate of pay shall be obtained by dividing the daily rate of pay by 8.

The Union will not directly or indirectly support any challenge to the application or alleged calculation of this clause, because the parties have considered the application of the F.L.S.A. and other trade offs to agree on the hourly and daily rate calculations.

SECTION 6.08 PROMOTIONAL PAY

Upon permanent promotion or appointment to a higher paid classification or position, an Officer shall receive the salary rate for the higher paid classification after completing the probationary period. Upon promotion, during the probationary period, he shall receive a salary rate -based upon the mid-point between his previous salary and the salary rate for the higher paid classification to which he is appointed. Upon completion of one half (1/2) the probationary period, he shall receive a salary rate based upon three-quarters (3/4) between his pre-promotional salary and the salary rate for the higher paid classification to which he is appointed.

SECTION 6.09 EXTRA EMPLOYMENT

No Officer shall accept any other employment aggregating more than twenty (20) hours per week. This limitation is waived in any workweek during which the Officer is not required to work forty (40) hours. In any such workweek, the Officer may work that number of hours of extra employment, which, when added to the sum of hours of police duty, totals no more than sixty (60) hours.

Members may wear uniforms and equipment during off duty employment as follows:

- a. Off-duty security as per General Order No. 99-06:01 dated June 28, 1999.
- b. Off-duty outside employment/non-security as follows:

A member of the department who undertakes employment outside the Town of Lancaster Police Department of a non-security nature shall first notify the Chief of Police in writing of the nature of employment, the name of the employer and the approximately number of hours per day if possible

The Chief of Police shall then review the proposed employment and may reject it in the event that the Chief determines the employment to be inappropriate for a police officer. In the event the Chief rejects such employment he shall do so in writing, within five (5) business days, setting forth the reason for his determination and shall meet with the member if the member so desires, to explain the rejection.

The Chief may also after review request that the member meet with him to answer further questions the Chief may have regarding the proposed outside employment.

The Chief may further set conditions on the employment, which are not unreasonable and related to general police affairs.

Any dispute relating to the denial of employment may be subject to an expedited Arbitration proceeding according to the American Arbitrator Association, Labor Arbitration Procedure or a mutually agreeable alternative procedure.

With respect to violation of any direct order from the Chief of Police, including but not limited to an order related to this issue, the union acknowledges that any such order from the Chief of Police must be obeyed until and unless relief is obtained through the grievance process, PERB, or through injunctive relief process in the New York Supreme Court. Should the union choose to use the injunctive relief process, the department will fully co-operate and will not raise issues relative to whether or not actual damages exist.

An officer, who violates a direct order as aforesaid, shall be in violation of the rules and regulations of the department.

Denied requests will be done with just cause and off-duty security already approved will not be terminated without just cause. If permission is denied, members can grieve the denial through expedited arbitration procedure.

SECTION 6.10 BRIEFING PAY

During the term of this Agreement, all Officers will be paid an \$800. 00 annual briefing, allowance; paid in the first pay period in November of each year. It is understood that the briefing period shall commence ten minutes prior to the start of the scheduled shift. The Officers shall exercise reasonable due diligence in attempting to arrive at the station house ten minutes prior to the scheduled shift.

SECTION 6.11 OUT-OF-RANK PAY

Officers assigned, temporarily as detective, but who work a patrol Officer's work schedule, will not be paid out-of-title pay.

Officers working in an "Officer in Charge" capacity shall be paid at a rate equaling Lieutenant's pay. Employees of the rank of police officers shall be appointed to fill the position of acting lieutenant within the duty platoon. The position of acting lieutenant shall be filled by the most senior police officer. Removal from position must be with cause and is subject to the discipline/grievance procedure.

SECTION 6.12 MISCELLANEOUS SELL BACK

Members shall be allowed to sell back for cash or apply toward their individual sick bank, a total of 10 (10) days per year effective 01-01-2003 and this increases to 12days (12) per year effective 01-01-2004 for unused holidays, comp time, PL or GPL days. In no event shall members be permitted to sell back more than the above listed days per year according to this provision unless a greater amount is authorized by the Chief of Police, for good cause shown.

Effective 01-01-2003 Detectives working a 5 and 2 work schedule will be entitled to 8 additional days off, to be taken either as time off or sold back for pay. Said sell back for pay will be in the first pay in December of each year. Effective 01-01-2004 this will increase to 16 days off to be taken either as time off or sold back for pay.

SECTION 6.13 SHOOTING PROFICIENCY

Upon instigation by the Town, each Officer will be allowed 100 hours of paid time for the purpose of reaching and maintaining shooting proficiency. The Town will provide a range and ammunition.

Thereafter, upon determination by the Chief, Officers who are deficient will devote up to four (4) hours per week for six (6) months in order to attain a satisfactory level. Such determination can be reviewed pursuant to the grievance procedure.

Thereafter, each Officer will be granted 12 hours per year in order to maintain proficiency and Officers will be paid the following monthly payments:

Upon reaching 210	\$ 5.00 per month
Upon reaching 235	\$ 7.00 per month
Upon reaching 250	\$ 10.00 per month

SECTION 7.01 SHIFTS

The Town agrees to provide a "weekly work schedule" in the Department.
The parties agree that the work schedules will be posted three (3) weeks in advance.

Once a weekly work schedule has been posted, the Chief will not change work assignments unless there is a Departmental manpower requirement for said change and will advise the Officers involved of the necessary reasons for said change.

There will be at least eight (8) hours off between member's shifts and there will be at least 15 hours off between the second and third actual working day for any member, exclusive of overtime.

Beginning January 1, 2002, in addition to the regular daily rate of pay members working the afternoon/night shift shall be compensated an additional 40 cents per hour for each hour worked.

Except in situation that would seriously impede or hamper the operations of the Department, Officers may agree to work over into the next shift or come in early for another Officer, subject to the approval of the shift supervisor. The department will not be required to approve a request pursuant to this Section which results in the officer working a total of more than twelve (12) hours including the officer's regular shift.

Members shall be allowed to exchange with another member a day worked for an accrued day off with approval of the Chief or his representative.

SECTION 7.02 TRANSPORTATION

The Town will provide to each Officer who resides in the Town, transportation to and from work. The applicable Officers will be picked up approximately one-half hour before the start of their shift. Officer is expected to be on duty to the end of the shift, unless he/she is relieved by an on-coming Officer.

If all police vehicles are unavailable for pickup, Officers will be notified to provide their own transportation. If Police Officers are informed less than thirty (30) minutes before their shift; Police Officers will not be considered late, if they report thirty (30) minutes from notification.

Officers will be allowed once per year to have all immediate family members ride with them during their normal shift with a maximum of three (3) persons per ride. Adult family members and the guardians of family members who are minors must execute a waiver of liability relative to injuries that may be sustained while in patrol. Such requests must be approved by the Chief or his representative and a denial of such will not be subject to the grievance procedure.

SECTION 8.01 HOLIDAYS AND HOLIDAY ASSIGNMENTS

No legal holiday shall be assigned to a Police Officer unless he has requested the same, except as provided for in this Section.

A legal holiday shall be granted, when requested, if the Police Officer's absence does not interfere with the manpower needs of the Department as determined by the Chief or his representative. Holidays will be granted on a "first come" basis.

A request to use a legal holiday on a day that is actually a recognized holiday need not be honored. Approval will be at the discretion of the Department. Requests for Christmas Eve or New Year's Eve will be treated in the same manner.

Once any time off request is approved, any subsequent cancellation of the time off by the Town will entitle the Officer effected to the cancelled time off at a later date of his choosing, subject to manpower availability at the rate of time and one half. Approvals will not be unreasonably withheld or delayed.

Member shall be granted day off requests by shift supervisors only when the request is made within one (1) hour of the time off being requested, provided that granting the request will still result in adequate manpower being assigned to the shift, subject to the following:

a. Members shall not seek the day off unless they have time coming.

b. The PBA acknowledges that a departmental general order will be instituted containing the language referred to above, and subject to prior agreement by the PBA

c. Day off requests for the day before or the day after a scheduled vacation shall be treated as follows:

i. Request shall be made to the senior command officer designated by the Chief

ii. If such officers does not respond within five (5) minutes, shift supervisor on duty shall be authorized to approve such request.

iii. Approval shall not be unreasonably withheld.

Officers assigned to work on Easter Sunday, Thanksgiving, Christmas Day and the Fourth of July shall be entitled to pay at time and one half. For purposes of this Section, the day starts at 0800 hours.

At times when a detective is granted time off personal leave, legal holiday, vacation time or sick bonus, he shall not be included on the detective call-out list for that day unless an emergency occurs.

Police Officers shall have the right to take as many consecutive legal holidays as they wish, as long as manpower requirements can be maintained. This right shall include the right to use a number of holidays together to achieve the equivalent of a week of vacation.

Any day-off owed to an Officer, by virtue of his having worked extra duty on a day that was his normal day-off, will be treated in the same fashion as a legal holiday.

The Chief and the Club may mutually agree to amend the rules relative to this Section, during the life of this Agreement.

The following holidays are listed for identification purposes only and not to alter the above procedure.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

This Section shall apply to each Officer who is required to report for duty during the 24-hour period, which comprises the holiday commencing at 0001 hours to 2400 hours.

All holidays not used in the calendar year shall be lost, except as noted in Section 6.12 herein

Legal holidays will not be arbitrarily assigned except that if a Police Officer has not used four (4) days by June 30th, the Department may assign the number of days needed to bring his total used to four (4).

If a Police Officer has not used or selected and had approved nine (9) days by October 1st, the number of days needed to total nine (9) may be assigned.

If a Police Officer has not selected all days allowed by November 1st, any remaining days may be assigned, unless Police Officer has designed days as sell-back days pursuant to Section 6.12.

SECTION 8.01(a) DAY OFF CANCELLATION

Members will be allowed to cancel a previously submitted and approved day off request upon notice to the Chief or his representative subject to the following:

a. Cancellations requested more than two (2) months in advance will always be approved notwithstanding the terms of this paragraph. Cancellations made subject to this subparagraph will not be considered as one of the cancellations referred to in paragraph 2b herein.

b. Cancellations per this paragraph may occur for a maximum of five (5) days.

c. Cancellations must be sought three (3) or more days in advance.

d. The Town will be permitted to modify a schedule in order to restore to the shift those who would have been working but for the original approved day off request.

e. Members who swap a day off with another officer shall be allowed to repay that officer a swap day with an existing accumulated day off.

SECTION 8.02 PERSONAL LEAVE/GUARANTEED PERSONAL LEAVE

Each Police Officer shall be entitled to six (6) non-cumulative personal leave days each year. It is agreed that the Chief of Police shall in his sound discretion grant personal leave days according to the manpower needs of the Department.

No personal leave days will be charged against an Officer's sick leave time.

Each Police Officer shall be entitled to six (6) personal leave days. Four (4) of said days will be granted in the same fashion as legal holidays are granted, workload permitting. Requests for two (2) of the six (6) personal leave days will be considered Guaranteed Personal Leave Days (GPL).

The Chief may deny a personal leave day if granting same results in less than four (4) officers per shift.

GPL's must be taken in full day units. Requests for GPL's must be made more than one (1) hour advanced notice. Only one GPL will be allowed per shift, this includes cover shifts. No request for a GPL will be allowed for a holiday or for the day prior to or subsequent to a holiday. Once a GPL has been granted it will not be permitted to be cancelled.

All requests for personal leave days shall be processed on a first requested basis.

The two (2) guaranteed personal leave days may be included to the provisions of Section 6.12.

SECTION 9.01 VACATIONS

Each Officer shall be entitled to an annual vacation, with pay, on a calendar basis as follows:

SERVICE	VACATION TIME
After 1 year	10 working days
After 5 years	15 working days
After 10 years	20 working days
After 15 years	25 working days
After 20 years	30 working days

No Officer shall be granted more than two weeks (these two weeks maybe taken consecutively) of vacation time between the last Saturday in May and the first Saturday in September. After all bargaining unit members have picked vacations by seniority, any time left between the last Saturday in May and the first Saturday in September will be picked on a first come first served basis. Full-time D.A.R.E. Officers and Detectives shall pick on separate schedules and are not included above.

All Vacation days may be taken as single days.

Individual vacation days shall be used or selected prior to October 1st of each year and shall be selected in the same manner as holidays.

Vacation advance pay: Receive upon written request at least four (4) weeks prior to vacation time, a Police Officer will be paid the estimated amount due him for his vacation period, not later than the Friday before he begins his vacation.

If a member is off due to a serious illness or injury (including Family Medical Act) and is unable to use accumulated vacation time during the calendar year, the member is entitled to carry over the vacation up to a maximum three (3) weeks. If vacation time is available and said vacation would not impede the operation of the Police Department, said vacation shall be used during the eight (8) months after the member's return at the member's discretion from available vacation time. In the event the member fails to use said vacation time during the eight (8) month period, then the Chief is permitted to assign said vacation time, except that the member shall be permitted to sell back to the Town up to one (1) week of unused vacation time.

The Chief shall post no later than November 1st for purposes of selection of vacation and vacation selections are to be closed by January 31st.

SECTION 9.02 ACCRUED VACATION AND UNUSED HOLIDAYS

Notwithstanding any other provisions of law, a member of the collective bargaining unit shall be entitled to be paid in cash at the time of retirement pursuant to civil service law and other statutory provisions of the State of New York for the monetary value of all contractual benefits earned as of the date of retirement. This does not include sick leave bonuses. In the case of the death of any such active member in active service, such payment shall be made to his estate.

A Police Officer may accumulate a maximum of one (1) year's vacation or holiday entitlement.

SECTION 9.03 BEREAVEMENT LEAVE

A leave of absence, not to exceed four (4) working days, shall be allowed any Officer because of a death in his immediate family. Such Officer shall be paid for any regularly scheduled working hours during said four (4) days leave. This leave of absence must be extended one (1) additional day where such additional time is required to attend the funeral or wake. Additional days may be granted at the discretion of the Chief of Police, where other special circumstances exist requiring such time off.

A one (1) day leave of absence on day of funeral shall be provided for aunts and uncles.

Such leave shall commence immediately after the death, except that the Chief of Police, in his discretion, may allow the leave to begin at a later date.

Immediate family, for the purpose of this Section, shall mean parent, spouse (not including ex-spouses), brother or sister, son or daughter, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person permanently residing in the Police Officer's household, provided such person is related to the Officer by blood or by marriage and was supported, at least in part, by the Police Officer. For the purposes of bereavement leave, "significant other" shall be considered to be included in immediate family. Significant other shall be designated in writing at least three (3) months prior to the event by the Police Officer to the Chief of Police.

SECTION 10.01 SICK LEAVE

All Police Officers, are allowed to accumulate additional sick time of one and one-half days per month, which total sick time credit can be accumulated to a maximum of 300 work days.

If an Officer has not used more than one (1) sick day per quarter (January 1 - March 31, April 1 - June 30, July 1 - September 30, October 1 - December 31), he shall be granted one (1) day off, with pay, for each quarter upon request to the Chief of Police,

An Officer who is ill and unable to report for duty, will notify the Department that he will be absent and the reason for the same, within two (2) hours prior to the start of the Officer's next work shift (one (1) hour notice for members whose duty commences at 0700 and 0800 hours), and an Officer who reports absent, by reason of illness will be charged one (1) sick day for each day of absence against his accumulated sick time. Except for emergency situations, failure to so report, will be a basis to refuse the granting of sick leave, and the Officer will not be paid for such absence.

Members seriously injured or injured in a duty related incident shall not be obligated to remain home confined providing absence from the home is not inconsistent with the recovery process. The member shall provide the Town a written report from the member's attending physician indicating that home confinement is not required and outlining the member's treatment, diagnosis and prognosis. Town has right to examine or re-examine the member, as it shall deem necessary on Town time and expense.

SECTION 10.02 SICK BANK

In order to aid Officers who have suffered prolonged illness and whose regular sick leave has been exhausted, a sick bank was established.

Each Officer, who desires to participate, must contribute five (5) accumulated sick leave days to the sick bank, upon completion of one (1) year's service.

Each year thereafter, Police Officers will contribute one (1) sick day to the sick bank.

When the sick bank exceeds 500 days, those Officers who have contributed for ten (10) years will not have to contribute further. When the balance is less than 500, the Officers will resume their contribution.

If at any time the accumulated number of sick days in the sick bank falls below ninety (90) days, the Town will contribute not more than twenty-five (25) days to bring the total to ninety (90) for the term of this Contract.

A Police Officer who is a participant in the sick bank and who has exhausted all of his accumulated sick leave, may apply for additional sick leave from the sick bank created herein, to a committee consisting of the President of the Town of Lancaster Police Benevolent Association, also known as the Cayuga Club, and the current Supervisor of the Town of Lancaster, or his designee.

An applicant will be allowed sick leave of absence, debited from the sick bank, provided the committee consents to the application.

In the event both members of the Sick Leave Bank Committee cannot agree to accept or reject the granting of applied sick leave, the Committee shall select a third person in accordance with the procedure for the selection of an arbitrator as provided in the Grievance Procedure, contained in this Agreement. The decision of the Sick Leave Bank Committee shall be final and binding upon the Town and the applicant.

The Town will provide the Club with an accounting of the number of accumulated sick days in the sick leave bank by February 15th of each year.

The Town has the right to have a doctor examine or reexamine any Police Officer who is on sick leave at such time as it shall deem necessary.

Police Officers absent from duty as a result of injuries suffered within the course of employment and for which Workers' Compensation benefits are payable, shall not be charged sick leave for such absence and shall continue to accumulate sick time at the rate of one and one-half work days per month until the total entitlement, set forth above, has been attained.

A Police Officer on sick leave shall continue to accumulate sick days unless he is on sick leave more than eleven (11) work days in a calendar month, in which event he will not accumulate sick days for that calendar month.

The Town agrees to allow each Officer to take up to ten (10) sick days per year, which days are to be deducted from the Officer's total, in cases where members of the Officer's immediate family are ill and the presence of the Officer in the home or hospital is necessary.

If a Police Officer exhausts all sick days allotted to him, the Town agrees to hold the Officer's position available for him for one (1) year from the date his sick time was exhausted. The Club recognizes that no compensation or benefits of any kind will be required to be made to any such Officer by the Town. The Town will not be required to honor this provision if a doctor, retained by the Police Officer, determines that the Officer will not be able to return to his position within the year as outlined above.

If a Police Officer has started a vacation period and then becomes ill, the Town agrees to substitute sick leave for vacation leave. If the Officer remains ill for a period of three (3) days or more and provided he obtains a doctor's verification as required by the Town. Such substitution will be for the period commencing with the first day of illness and extending to the termination of the illness. In the event such substitution is made, the Department may, at its discretion, grant the Officer a vacation period immediately following the illness or allow him to schedule a different period to be chosen from period not otherwise reserved.

If the sick leave bank is discontinued, unused sick days will be equally distributed to those Officers who are members of the sick leave bank at that time.

SECTION 10.03 SICK LEAVE UPON RETIREMENT

Prior to retirement, a Police Officer may apply to the Town Board for a lump sum payment of the following percentages of his accumulated sick leave as of the date of his retirement: sixty (60) percent. Any officer who retires from the Town after 02-15-2003 and prior to 06-01-2003 will receive 100% lump sum payment for accrued sick time not to exceed 100% of 300 days.

The Board will convert such accumulated sick leave into cash value by taking the actual cash value of the accumulated sick days and multiplying by said rate. The resulting sum shall be paid to the Police Officer on the date of his retirement, or as soon thereafter as possible. If a Police Officer dies while in service and is eligible for retirement under the plan in which he is now enrolled the said percent of cash value of accumulated sick leave, defined above, will be paid to his beneficiary or his estate.

A Police Officer who desires to apply for a lump sum payment, as described above, must so inform the Town (Town Clerk's office) prior to September 30th preceding the year of retirement. If he fails to so inform the Town, said payment would be paid no later than four (4) months following the date of retirement.

Upon termination of employment, except by discharge, an Officer or his estate shall be paid the present value of his sick days as of the date of his retirement, not to exceed 60% of 300 days. The Officer must have at least 10 years as a Police Officer to receive this benefit.

SECTION 11.01 DEATH BENEFIT

Section 208(b) of the General Municipal Law, which was adopted by the Town on April 1, 1963, covering Police Officers in the Town, shall continue to remain in effect.

The Town shall provide for health care benefits to any Officer's widow and children according to the current terms of the health care benefits provided for in this Agreement for employees whose employment was a contributing factor to his/her death and until such time as the surviving spouse dies or remarries or his/her children reach the age of twenty-one (21) years.

Should a Police Officer die in the line of duty, the Town shall pay his beneficiary the sum of \$5,000.00.

SECTION 11.02 LIFE INSURANCE

The Town will provide each Officer with life insurance, pursuant to a plan of insurance sponsored by the Police Conference of New York, Inc., and in accordance with the requirements of such Plan, insuring each Officer in the amount of \$50,000.00.

The cost to the Town for each Officer who participates will not exceed \$8.50 every two (2) weeks, and Officers who elect, may obtain additional coverage offered, at their own expense, and premium payment will be deducted from the Officer's salary and payment will be forwarded by the Town, in compliance with requirements.

SECTION 11.03 INDEMNITY

The Town agrees to indemnify its Officers, in addition to the provisions of Section 50-j of the General Municipal Law, to include claims made pursuant to Sections 1983, ct. seq. of the United States Code.(Civil Rights).

SECTION 11.04 HEALTH INSURANCE

The Town will continue to pay the full cost of Blue Cross, Blue Shield and Community Blue insurance benefits for all Police Officers and their dependents and such benefits shall be continued for all Police Officers who hereafter retire, except as specified herein, and who shall be in the service with the Town of Lancaster at the time to retirement. However, if the HMO premium exceeds the Blue Cross, Blue Shield premium, the Officer shall pay the difference.

The Town will continue to provide and pay the full cost of the Blue Cross and Blue Shield \$ 1,000,000 major medical plan with \$ 100 deductible.

The Town will also provide for each Officer, Blue Cross and Blue Shield Riders No. 8 (dependent coverage to age 23 and prescription drugs for dependents to age 23) and the Town will provide dental coverage to members through the same program currently offered other Town employees according to the same terms and conditions provided therein. Members shall pay a \$3.00 co-pay for all prescription meds.

Upon ratification of the Contract, the Town shall provide to members vision care insurance (co-pay provision shall be negotiated by the parties on or before April 1, 2000) of the Town's choosing.

The Town of Lancaster is no longer obligated to provide lifetime health insurance benefits for new hires whose employment commences after January], 2000. The existing practice, which applies to present members, shall remain in full force and effect. This section will be renegotiated on 12-01-03 along with the Town health insurance proposal. The Town agrees to a resolution that all members that currently have Health insurance paid by the Town upon retirement cannot have this benefit negotiated away.

Letter of Understanding Re: Alternative Equivalent ID40 Election by Officer.

Effective January 1, 1994, the major medical deductible for the Blue Cross-Blue Shield (BC-BS) plan will be increased to \$250.00 for the individual and \$500.00 for the family. Prescription co-pay shall remain \$5.00 and major medical plan shall be "BC MM-7".

Effective January 1, 1996 employees who are hired after January 1, 1996 shall not be permitted to join the BC-BS health plan unless they pay the premium difference between BC-BS and the average of the HMO plan's premium for this bargaining unit. Current employees who are not in the BC-BS plan as of January 1, 1996 shall not be permitted to change to the BC-BS health plan, unless they pay the premium difference between the BC-BS and the average IIN40 plan's premium in effect for this bargaining unit.

-Employees who currently sell back their right to health insurance shall have the right to re-enter the Town's health plan including BC-BS without a co-pay for BC-BS if selected on the first date of reentry.

SECTION 12.01 RETIREMENT BENEFITS

The Town will continue to provide and maintain a noncontributory -retirement plan for Police Officers pursuant to Section 384, 384(d), (e), (f), (g), (h), and Section 375(d), (e), (g), (i) of the New York State Retirement and Social Security Law, to provide each Police Officer with a twenty year one-half pay retirement plan; a twenty-five year, one-half retirement plan and an additional pension, equal to 1/60th of his final average salary for each additional year after 20 years and a twenty year, 1/5 0th retirement plan permitting retirement at age 55.

The Town will also provide to those Officers eligible, the benefits pursuant to Section 302, 9-d, of the New York State Retirement and Social Security Law, more commonly known as the Final Average Salary.

SECTION 13.01 CLUB REPRESENTATIVES

Police officers who are designated by the Club and its representatives for the purposes of adjusting grievances or assisting in the negotiating or administering of this or future agreements, shall be permitted a reasonable amount of time from their regular duties to fulfill these obligations when so required. Reasonable advance notice shall be given to the head of the department, or his representative, stating in brief the reason for such required absence.

The Union President and or his designee shall be allowed up to a total of six (6) hours per week for the purpose of negotiating or administering of this or future agreements and attending to Union affairs related to the business of the Town of Lancaster, unless such absence shall cause the operation of the Department to be seriously hampered or impeded. Union affairs shall include but not be limited to: Investigate and process grievances; post union notices on bulletin board; distribute union literature to union membership; prepare union newsletter for distribution to union membership (including production of copies on department copier); solicit union membership; pursue grievances; attend grievance meetings, confer with union legal counsel; prepare contract proposals; attend negotiation sessions; prepare and transmit communications; consult with the Town, its representatives and membership concerning the interpretation of this Agreement; - meet with fundraising coordinator and attend Town Board meetings when necessary invited by the Board. Reasonable advance notice shall be given to the respective supervisor, stating in brief the reason for such required absence including the location to conduct the business by the president or his designee.

SECTION 13.01(a) RESPONSE TO CORRESPONDENCE

A written correspondence by an officer to the Chief or Captain related to a work-related or PBA inquiry, will be responded to within five (5) working days, as long as the person who is required to respond is available to answer within the above-cited time period.

SECTION 13.02 UNION MEETINGS

The President of the Club is authorized to attend the 10 monthly meetings of the Western New York Police Association, Inc., without loss of pay, time or other privilege, unless Departmental manpower requirements, as determined by the Chief, prevents such authorization.

Five (5) Officers designated by the Club, to attend the annual state-wide meeting of the New York State Police Conference, Inc. will be allowed to attend without loss of pay, time or other privileges and without additional cost to the Town. However, this number of Officers may be reduced in cases of unusual circumstances that would seriously hamper or impede the operation of the Department.

If the Chief determines that departmental requirements will not allow specific personnel to attend, upon notice, the Club will substitute other Officers in place of such personnel.

The Chief may adjust or reschedule work hours and time off of Officers in order to accommodate attendance at the State Conference.

The parties agree that if there are more than the defined normal staffing levels of officers on duty during regular PBA meetings occurring at headquarters, LVAC, public parks within the Town, the extra officers may attend the business portion of the meeting only.

Officers in the PBA have priority starting with the President and then by seniority unless such priority shall cause a serious undermining, as determined by the Chief or OIC of the tour of duty to which such member has been assigned.

In the event only the defined normal staffing level exists, one officer at a time may come off of patrol for a brief period in order to cast votes on PBA matters.

SECTION 13.03 DISCIPLINARY ACTION

The employer may discipline a member for just cause subject to the provisions of this Agreement. A Police Officer will be given a copy of any warning, reprimand, suspension or disciplinary action entered into his personnel record within three (3) days of the action taken. A copy of any written charges shall be served simultaneously on the Officer and the PBA President.

No record or reference to a complaint, either Departmental or external, lodged against a Police Officer, will be entered into his record if after investigation the complaint is decided, by the Town, to be unfounded,

A Police Officer who has a complaint lodged against him by a citizen shall have a copy of the complaint issued to him in its entirety. Names, addresses and other things that identify complainant (i.e. place of employment) will be stricken when necessary as determined by the Chief of Police.

An Officer shall receive a copy of every entry included in his personnel file.

Upon request and at reasonable intervals of time (once per year), an officer shall be permitted to examine his official department personnel file and be granted copies of items requested. An officer shall be entitled to submit a written answer to any derogatory material in

his personnel file within two (2) weeks of the time he has received notice that the material is being placed in his file. Such material shall be signed and dated by the employee upon receipt.

The employer shall not commence disciplinary charges against members for events which occurred more than sixty (60) calendar days from the date the Town knew of the alleged offense giving rise to the charges unless the action(s) leading to the charges are criminal offenses, in such case the Town shall have the amount of time set forth under New York Civil Service Law.

The charges and the proposed discipline shall be commenced by the service of written charges and proposed discipline on the member and the PBA President.

If the charges are commenced within this sixty (60) day period, the PBA shall have five (5) calendar days to indicate in writing whether it will accept or contest the proposed charges and discipline. In the event that the PBA Grievance Committee chooses to contest the proposed charges and discipline, then the parties shall arbitrate the dispute. Said arbitration proceedings shall be commenced within forty-five (45) calendar days from the date of the written reply from the PBA Grievance Committee. Arbitration will be accomplished through the Public Employees Relations Board, and each party shall pay its own cost. If Arbitrator's fees are required, they shall be borne equally between the parties. The decision of the arbitrator or arbitrators shall be final and bind all parties and persons concerned.

SECTION 14.01 BILL OF RIGHTS

The provisions of this Article shall not apply to criminal investigations or investigations of possible criminal activity or violations.

The interrogation of Police Officers shall be conducted at reasonable hours, preferably when the Officer is on duty during daylight hours, unless the exigencies of the investigation dictate otherwise.

A Police Officer who is under investigation for a matter, which would not constitute a crime, must be informed of the name of the Officer in charge of the investigation and the names of the Officers who will be conducting any portion of interrogation or investigation.

An Officer must be informed of the nature of an investigation before any interrogation begins. The information must be sufficient to reasonably inform him of the investigation that is being conducted.

Interrogation shall be completed with reasonable dispatch. Reasonable rest periods will be allowed and time will be provided for personal necessities, meals, telephone calls and rest periods as reasonably required.

A Police Officer shall not be subjected to offensive language and shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as

an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating Officer from informing an Officer that his conduct may be subject to other disciplinary action with resultant disciplinary punishment.

A Police Officer who is under investigation has the right to have a representative of the Police Club present and also has the right to the presence of an attorney with him during any questioning, hearing, or interrogation.

Interrogation of a Police Officer for any disciplinary investigation will be recorded, either mechanically or by a stenographer, and there will be no off-the-record statements.

If a Police Officer is the subject or target of a disciplinary investigation he shall be advised of his constitutional rights.

A Police Officer under investigation will be furnished with a copy of any statement he has signed or made or of any proceedings that have been recorded, in any manner.

Police Officers will not be given polygraph examinations.

No Police Officer will be required to or be requested to waive constitutional rights granted under the United States or the New York State Constitution. Nothing contained herein, however, shall preclude a Police Officer from voluntarily waiving any said constitutional rights.

Any member(s) accused of a disciplinary violation shall be allowed to attend any and all meetings, hearings, sessions, etc., relative to the matter. The member's shift shall not be adjusted without the member's consent, and accrued benefit time may be used where attendance would be without pay. Members on duty will not suffer loss of pay or be required to use benefit time to attend the above-described sessions. This provision applies to appropriate Union representatives.

Chief to post a memo that conference room phone is not bugged. Members shall be allowed to carry personal pagers. Ringers shall not be audible per the rules and regulations of the department, and if on call, will be turned off.

With the exception of criminal investigations and legitimate departmental internal affairs investigations (subject to all rights under the laws of New York State and the United States), the Town will not monitor any member or area by use of audio or videotaping equipment. The Town will notify officers of intent to place monitors in the Department parking lots, in the Courtroom booking and lockup areas, or areas necessary for the safety of the public.

No member of the Union, below the rank of Captain, will be called upon to investigate another member of the Union for violations other than criminal.

SECTION 15.01 EDUCATION

The Town will post notice of law enforcement education and training opportunities. Notice of all education opportunities or job related courses shall be posted on bulletin board signifying the Town's intention to train a member or members.

The Town will only send members to those courses that are posted. Every officer shall be afforded an equal opportunity to attend education and training opportunities.

A wheel format shall be utilized to determine eligibility for attendance at educational and training opportunities. Every member shall be placed on the wheel rotation. Members who desire to be considered for selection for the posted opportunity shall affix their names to the notice. Except in instances where special qualifications are clearly necessary, seniority shall be the determining factor for selection. In those instances where special qualifications are a prerequisite (for example, a pre-requisite for Accident Reconstruction II will require that the member previously attended Accident Reconstruction I), those members that possess the necessary pre-qualification shall be given priority equally.

The Town shall have the right to require any member attend basic training courses, which are instrumental to the member's minimum proficiency requirements (such as breathalyzer, radar and impaired driver recognition) without being required to follow the wheel format.

Members that express an interest in attending the educational training opportunity and are not selected shall resume their position on the wheel rotation. The member(s) that is/are selected will be placed at the bottom of the wheel rotation. If a member is selected, except for emergency circumstances, said member must attend the sessions.

In the event the course will be considered by the Town to be a prerequisite for promotion or improved assignment, the non-competition provisions of this Agreement shall be applied.

The fact that educational opportunities exist does not obligate the Town to grant attendance.

SECTION 15.02 EDUCATION INCENTIVE PAY

Each Officer who has attained higher education shall receive education incentive pay, based upon the highest degree obtained, as follows:

01/01/2003 - 12/31/2004

Associates Degree in police related courses or approved related subjects	\$ 475.00
Bachelor's Degree in police science or approved related subjects	\$ 950.00
Masters in police science or approved related subjects or J.D.	\$1,400.00

Payment will be made in the pay period nearest to June 30th, each year.

The Chief of Police retains the right to approve any proposed course of study to be considered for education incentive pay and certification must be submitted upon request.

SECTION 16.01 GRIEVANCE PROCEDURE

A grievance shall mean any differences or dispute, between the parties, hereto, as to the interpretation or application of any portion of this Agreement or any administrative act affecting general working conditions or to address an attempt to discipline a member.

Step I - Any police officer, or group of officers, or the Union, may present a grievance orally or in writing, within fifteen (15) calendar days from the occurrence giving rise to the grievance or from the date which the officer should have known of the occurrence, whichever is later, to his immediate supervisor who will attempt to adjust the matter. A group grievance will be defined as two (2) or more officers. If the matter is not satisfactorily adjusted within four (4) calendar days, the police officer may have a Club representative adjust the matter with said supervisor. If the grievance concerns the immediate supervisor, the matter may be presented to the next higher authority in the first instance.

Step 2 - If the grievance is not satisfactorily settled, under step 1, the Club representative may forward the grievance to the Club's Grievance Committee. After review of the grievance, the Club will forward a copy of the grievance to the Chief of Police, (or acting Chief) who will meet with the Grievance Committee within four (4) calendar days of presentation in an attempt to adjust the matter.

Step 3 - If the grievance is not resolved under Step 2, above, within four (4) calendar days, a written report of the grievance will be submitted by each side to the Town Supervisor, or his representative with a copy to the other side.

The Supervisor, or his representative, will meet with the Grievance Committee within ten (10) days of the date the first report is sent to him and attempt to resolve the matter. Within five (5) days of said meeting, a written decision will be sent to the Club by the Supervisor.

Step 4 - Within thirty (30) days after receipt of the written decision under Step 3, above, either party may notify the other party, in writing, of intention to arbitrate. Arbitration will be accomplished through the Public Employees Relations Board, and each party shall pay its own costs. If arbitrator's fees are required, they shall be borne equally between the parties. The decision of the arbitrator or arbitrators shall be final and bind all parties and persons concerned. The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement.

When a grievance involves the Chief of Police, the grievance may proceed from Step I to Step 3, above.

Whenever a grievance involves the Town Supervisor, or a rule, regulation, order or decision of the Town Board, the grievance may proceed directly to arbitration.

All time limitations in the grievance procedure may be extended by mutual agreement.

The grievance procedure may be utilized by either party in processing a complaint, wherein it is alleged, that the Club or a Police Officer is abusing or violating the meaning, intent, or application of this Agreement.

If a grievance concerns an alleged breach, misinterpretation or application of any of the terms of the Agreement, this grievance procedure shall first be exhausted by a party before recourse to any other procedure or remedy in another forum.

SECTION 16.02 GRIEVANCE COMMITTEE

The Grievance Committee shall consist of three (3) members selected by the Club who shall be permitted to leave work after reasonable notice to their respective supervisors, for the purpose of adjusting grievances and to attend required meetings with the Chief of Police, or the Town Supervisor or his representative. Such consent shall be granted unless such representative's

absence shall cause a serious undermining of the tour of duty to which such representative has been assigned.

SECTION 17.00 OFFICERS CALLING OUT OF VEHICLE

The PBA acknowledges that the practice of calling out of the car is required subject to the later mentioned circumstances.

Brief exits and matters that take an officer from the patrol vehicle will continue as practiced. Officers must be able to be reached by dispatch and are expected to be available for their assigned call and duties.

The Chief agrees that on duty officers are allowed to take their 40-minute lunch break at their children's events held within the Town upon notice to the Shift Supervisor and indicate the location on their check sheets.

If an officer exits the police vehicle for the brief period of time, while able to hear the vehicle police radio, and while the officer remains in close proximity to the vehicle, he will not have to call out.

If the Chief reasonably determines, that an officer is abusing this Section, that officer must seek approval from the Chief. In an officer feels this denial is unreasonably applied he may pursue a remedy through the grievance process containing in this Agreement.

SECTION 18.00 REGULAR ADMINISTRATIVE/PBA MEETINGS

The parties agreed to meet the first Tuesday of each month and have provisionally set 2: 00 p.m . as the time of the meeting. Each party will be flexible as conflicts in the date or time arise.

SECTION 19.01 NON-DISCRIMINATION

There will be no discrimination with respect to the race, color, creed, sex, or political persuasion of any Police Officer; all Police Officers covered by this Agreement shall receive the full protection of the provisions herein and all employment, promotion, upgrading, demotion and termination shall be accomplished without regard to any Police Officer's race, color, creed, sex, or political persuasion.

SECTION 19.02 SAVINGS CLAUSE

If any Section, sub-Section, sentence, clause, phrase or any portion of this Agreement is, for any reason, hold to be invalid or unconstitutional by any Court of competent Jurisdiction or arbitrator, such provision shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

SECTION 19.03 RULES AND REGULATIONS

The Town will review, periodically, the existing rules and regulations for the operation of the Police Department and provide each Officer with a copy of any additions, deletions, or amendments thereto.

The Police Department will maintain a standard first aid kit in headquarters.

SECTION 19.04 CONFLICTS

This Agreement shall supersede conflicting rules, regulations, or practices heretofore existing. Rules, regulations, and established practices not specifically covered herein, shall continue in force and effect during the term of this Agreement, including the work day and work week.

SECTION 19.05 TOTAL AGREEMENTS

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the Town and the Club, for the duration of this Agreement, voluntarily, and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or waivers may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may be amended during this term by the parties' mutual agreement, in writing.

This, however, will not effect the right of the Club to negotiate the effects of or the rights of its members in the event of merger or consolidation with another police Department.

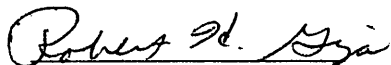
SECTION 19-06 TERM OF AGREEMENT

This Agreement shall be effective beginning January 1, 2003 with all benefits retroactive to January 1, 2003 unless otherwise stated and shall remain in force and effect until December 31, 2004.

The parties agree that negotiations for the renewal of this Agreement shall commence on or about July 15, 2004.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 4th day of March 2003 .

TOWN OF LANCASTER

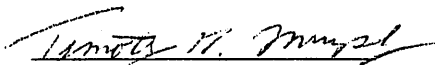


By:

**TOWN LANCASTER POLICE
BENEVOLENT ASSOCIATION**

Also known as

THE CAYUGA CLUB



By: