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#### **Contract Database Metadata Elements**

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POL  
7363

*Receipt  
"Finance"*

CONTRACT BETWEEN

THE TOWN OF GLENVILLE

AND THE

GLENVILLE POLICE

BENEVOLENT ASSOCIATION

EFFECTIVE

JANUARY 1, 2003 TO DECEMBER 31, 2005

**RECEIVED**

JUN 13 2005

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## **ARTICLE I - GOVERNING LAWS**

The laws governing this contract shall be the "Public Employee's Fair Employment Act", and such provisions of the Civil Service Law and Local Laws of the Town of Glenville which are not inconsistent with said Act and the Civil Service Law.

## **ARTICLE II - RECOGNITION**

- Sec. 1. The Town of Glenville (hereinafter known as the "Town") recognizes the Glenville Police Benevolent Association (hereinafter known as the "PBA") as the representative for all full-time police officers of the Glenville Police Department except Police Chief and Deputy Chief. (Public Employees Fair Employment Act as recognized by the Glenville Town Board on February 19, 1974.) The Town further agrees to afford to the PBA unchallenged representation status until seven (7) months prior to the expiration of this agreement, pursuant to Sec. 208(2) of the New York State Civil Service Law. The Town further agrees, that within thirty (30) days of ratification of this agreement by both parties, to adopt a resolution extending such recognition and to comply with the Rules and Procedures of the New York State Public Employee's Relation Board (Sec. 201.3(b)) relating to the posting and publication of notice of recognition and notification in writing to the employee organization.
- Sec. 2. The Town agrees that the PBA shall be the sole and exclusive representative for all the negotiations and grievances during the term of this agreement.
- Sec. 3. The PBA affirms that it does not have the right to strike against the Town, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.
- Sec. 4. This agreement shall commence on the 1st day of January, 2003, and terminates on the 31st day of December, 2005.

Sec. 5. In the event that prior to the 31st day of December, 2005, a new written agreement has not been entered into between the parties, all of the terms, covenants and conditions of this agreement shall continue to be binding upon the parties hereto until such time a new written agreement is executed by the parties hereto. It is the intention of the parties by this paragraph to continue the agreement by the parties. However, if subsequent to December 31, 2005, either party does not, in good faith, attempt to negotiate a new contract, the party acting in good faith, may terminate this agreement and all its terms by giving ninety (90) days written notice of its intention to do so.

#### **ARTICLE III - DUES AND ASSESSMENTS**

Sec. 1. Upon presentation of dues deduction and/or savings plan authorizations, signed by the member on a form provided by the PBA and approved by the Town Supervisor, the Town shall deduct dues and/or savings in the amount prescribed therein and remit the same to the PBA five (5) days after the end of each calendar month.

Sec. 2. The Town shall deduct from the wages of those members of the Glenville Police Department who are not members of the PBA, a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the PBA.

(a). Such service fee shall be deducted in the same manner as payroll deduction of dues and transmitted to the PBA five (5) days after the end of each calendar month.

#### **ARTICLE IV - SALARY AND LONGEVITY**

Sec. 1. Salary (which does not include longevity pay)

<u>Effective Date</u>	<u>01/03</u>	<u>12/03</u>	<u>01/04</u>	<u>09/04</u>	<u>01/05</u>	<u>09/05</u>
Minimum Rate	27442	28265	28830	29395	29982	30570
Police Officer (1 <sup>st</sup> year)	30846	31771	32406	33041	33702	34363
Police Officer (2 <sup>nd</sup> year)	36454	37548	38299	39050	39831	40612
Police Officer (3 <sup>rd</sup> year)	41501	42746	43601	44456	45345	46234
Police Officer (4 <sup>th</sup> year)	44641	45980	<u>46900</u>	47819	48775	49732
Police Officer (over 4 years)	49617	51106	52128	53150	54213	55276
Detective	52098	53661	55256	56339	57466	58593
Sergeant	55571	57239	58383	59528	60719	61909

Sec. 2. The December 2003 salary schedule represents a 3% percent raise above the salaries in effect on December 31, 2002 for each title and step.

Sec. 2a. On December 1, 2003, the Town will increase all salaries for all titles and steps to members of the bargaining unit by 3% above the salaries in effect on December 31, 2002.

Sec. 3a. On January 1, 2004, the Town will increase the salaries for all titles and steps of the members of the bargaining unit by 2% percent above the salaries in effect on December 31, 2003, for each title and step.

Sec. 3b. On September 1, 2004, the Town will increase the salaries for all titles and steps of the members of the bargaining unit by 2% percent above the salaries in effect on December 31, 2003, for each title and step.

Sec. 3c. On January 1, 2005, the Town will increase the salaries for all titles and steps of the members of

the bargaining unit by 2% percent above the salaries in effect on December 31, 2004, for each title and step.

- Sec. 3d. On September 1, 2005, the Town will increase the salaries for all titles and steps of the members of the bargaining unit by 2% percent above the salaries in effect on December 31, 2004, for each title and step.
- Sec. 4. While the officer is in training, he/she will receive the Training Rate. Upon graduation from the academy, the officer will receive the Step 1 rate.
- Sec. 5. Any officer who is required by the Chief and/or Deputy Chief of Police to assume the duties of a higher grade position will receive the regular salary of the higher grade for the entire time he is required to assume those duties.
- Sec. 6. Longevity System. Longevity will be paid according to the schedule below and shall be determined by the members actual number of years on January 1<sup>st</sup> of each year. The member will be allowed to receive any amount of his entitlement on the first payroll of the year and the remainder will be paid bi-weekly with his/her payroll.

Year	Longevity	Year	Longevity
6	\$118	21	\$2,880
7	\$235	22	\$2,998
8	\$353	23	\$3,115
9	\$470	24	\$3,233
10	\$838	25	\$3,850
11	\$955	26	\$3,968
12	\$1,073	27	\$4,085
13	\$1,190	28	\$4,203
14	\$1,308	29	\$4,320
15	\$1,925	30	\$4,688
16	\$2,043	31	\$4,805
17	\$2,160	32	\$4,923
18	\$2,278	33	\$5,040
19	\$2,395	34	\$5,158
20	\$2,763	35	\$5,275

Sec. 7. Sergeants Differential

The pay for a sergeant shall be 12 percent above that of a top grade police officer's salary.

Sec. 8. Detective Differential

Effective January 1, 2004, the pay for a Detective shall be six percent (6%) over that of a top grade police officer's salary.

Sec. 9. Detectives On Call Stipend

Detectives shall receive an annual stipend, equal to 4% of their salary, to compensate them for their on call responsibilities. This stipend will be added to their salary for the purpose of calculating their overtime rate, holiday pay, and sick leave payout upon separation from service.

Sec. 10. Shift Differential

Effective January 1, 2004, in addition to their salary, a shift differential will be paid to "A" line police officers of 1% of their salary and to "C" line police officers of .5% of their salary.

**ARTICLE V - BASIC WORK WEEK, TOUR OF DUTY AND EXTRA TIME**

Sec. 1. Any and all job required training, uniform fittings, medical examinations or such examinations involving disability or duty incurred injury, including but not limited to those items listed in Article VI, Sec. 1(b) of this agreement, shall be credited as actual time worked by an employee in his basic work period and tour of duty. Should any of the above fall on a scheduled day off or at a time other than the basic work period or tour of duty worked by the employee, the overtime and recall sections listed in Article VI of this agreement shall apply.

Sec. 2. An employee's scheduled days off during the traditional work period shall not be altered, without the agreement of the employee, for the purpose of avoiding overtime, recall or Holiday compensation. A shift change without avoiding or alternating days off

shall not be considered to be a violation of this section.

- Sec. 3. Due to the unique scheduling employed in the Police Department, each officer is scheduled to ten (10) days of duty in each consecutive fourteen (14) day period. The basic work week for each member shall be considered as his pre-scheduled eighty (80) hours of duty in his prescheduled fourteen (14) day period.
- Sec. 4. Shifts shall be bid once each year. The shift schedule showing days off and shifts shall be posted and bid in December, for the schedule to be effective January 1st of the next year. Shifts, being days off and work lines for specific duty titles (Sergeant, Police Officer, etc.) will be bid by seniority within specific duty titles. Shifts of members may be changed at any time during the calendar year with approval of the Chief of Police, PBA and member or members involved in the change.
- Sec. 5. In the event that new members are added to the department after shifts have been bid, the Chief may set up a new schedule based upon new positions which he is adding to the department. However, upon doing that, the entire schedule shall be rebid for the remainder of the year. New members that are added to the department may be assigned to a shift by the Chief until they have two (2) years of service.
- Sec. 6. As permitted by law, members wishing to switch shifts to cover or work for one another on a day to day basis shall not be deemed in violation of this agreement.

#### **ARTICLE VI - RECALL, OVERTIME DUTY, OUT OF TITLE PAY**

##### Sec. 1. Recall

- (a). Each member shall be entitled to receive three (3) hours minimum pay at the rate of time and one-half for any recall, or may at his choosing be entitled to compensatory time equivalent to time and one-half for any recall relative to his duties as a Police Officer. For any time over three (3) hours, each officer shall receive full time and one-half pay or compensatory time equivalent to it. Unless the Chief of Police, or

his designee declares an emergency, which may or may not be related to the original reason for recalling the officer, the officer shall be dismissed as soon as his original task is completed.

(b). Recall, for the purpose of this article, shall be considered any time an officer is called back to duty after having completed his assigned tour of duty and shall include the following reasons when approved by the Chief of Police or his designee:

1. DMV Hearings
2. SLA or ABC Hearings
3. Court Appearances
4. Grand Jury Appearances
5. Appearances pursuant to a subpoena
6. Appearances before any Federal, State, Municipal Administrative Agency or Board on official business when authorized by the Chief of Police or designee

Sec. 2. Overtime

Overtime, for the purpose of this article, shall be considered any time worked in excess of an eight (8) hour tour of duty; including, with prior approval of a shift supervisor, 1/2 hour at time and one-half for the completion of reports for officers who have not completed their reports by the end of the shift.

Sec. 3. Approval

No recall or overtime will be approved for payment unless approval for same is obtained from the Chief of Police or his designee.

Sec. 4. Rate of Pay

The Town will calculate each member's hourly rate of pay for all hours paid by dividing the member's annual salary plus longevity, shift differential, and any stipends by 2080.

Sec. 5. Out-of-Title Pay

When a shift Sergeant is not assigned to a tour of duty, the senior officer on duty shall be designated as "Officer in Charge" and shall be additionally compensated by receiving an additional \$1.00 per hour for each hour in which he acts in that capacity, subject to the following conditions:

- a. The officer must perform the function for a minimum of four (4) hours to receive the additional rate.
- b. Officers covering short-term (less than 3 days) Sick Leave of Sergeants are exempted from this provision, and will not receive the additional compensation.
- c. On approval of the Shift Sergeant and Chief of Police, an officer other than the senior officer may be designated as "Officer in Charge" in the absence of the Sergeant. In all such cases the senior officer shall be notified as to the reasons and will be provided appeal of any decisions through contracted grievance procedures.

**ARTICLE VII - HOLIDAYS**

Sec. 1. The following days shall be designated as legal holidays for all members of the Glenville Police Department:

New Year's Day	- January 1 <sup>st</sup>
Lincoln's Birthday	- February 12 <sup>th</sup>
Washington's Birthday	- February 22 <sup>nd</sup>
Memorial Day	- May 30 <sup>th</sup>
Independence Day	- July 4 <sup>th</sup>
Labor Day	- 1 <sup>st</sup> Monday in September
Election Day	- Tuesday after 1 <sup>st</sup> Monday in November
Veteran's Day	- November 11 <sup>th</sup>
Thanksgiving Day	- 4 <sup>th</sup> Thursday in November
Day After Thanksgiving	- 4 <sup>th</sup> Friday in November
Christmas Eve	- December 24 <sup>th</sup>
Christmas Day	- December 25 <sup>th</sup>
New Year's Eve	- December 31 <sup>st</sup>

Sec. 2. Holiday Leave

- (a). Each member shall receive a day off for each designated Holiday.
- (b). Holidays are to be bid once each year immediately after vacations are picked and shall be bid by seniority. Each member will be allowed to take blocks of up to five (5) holidays as long as there are no more than two (2) days of overlap which create overtime. In addition, each member shall be able to take single days or half days as long as no overtime is created.

Sec. 3. Holiday Pay

Each member that is required and/or scheduled to work on any of the above holidays, shall be entitled to receive added monetary compensation equal to one (1) day's pay as per salary schedule.

Sec. 4. Exceptions

The only exceptions are as follows:

- (a). No member shall receive holiday compensation while on personal leave and/or leave of absence.
- (b). No member shall receive holiday compensation while on sick leave.

**ARTICLE VIII - VACATIONS**

Sec. 1. All members shall be entitled to the following paid vacation days:

- (a). After one (1) year of service, ten (10) working days
- (b). After five (5) years of service, fifteen (15) working days
- (c). For each year's additional service thereafter shall be added one (1) working day with a maximum of; after fifteen (15) years service, twenty-five (25) working days, after twenty (20) years of service, thirty (30) working days.

(d). Five (5) of the ten (10) vacation days from the first year may be taken after six (6) months of service.

- Sec. 2. The member, upon termination of employment, shall be entitled to compensation at his normal rate for all vacation accrued in that calendar year not taken at time of termination.
- Sec. 3. Vacation pay will be paid to the member when he takes his vacation.
- Sec. 4. Vacations will be bid once a year in December of the year prior to the year that the vacations will be taken. The bidding will be done by seniority and members shall be allowed to take blocks of five (5) days as long as there are no more than two (2) days of overlap which create overtime. Single days of vacation may be taken as long as they are scheduled when they do not create overtime.
- Sec. 5. For certain periods of the year which shall be called "prime time" and shall be designated as the last two (2) weeks in June, the month of July, August and the week up to and including Labor Day as well as the week between Christmas and New Year's and Thanksgiving week; for that period there shall be the following limitations:
- (a). Those members initially picking their vacations can only pick two (2) "prime time" weeks on their first pick.
  - (b). After the complete department has had a chance to pick their vacations, each member can then choose an additional "prime time" week on his second pick.
- Sec. 6. Any vacation not used in a calendar year due solely to a declared emergency in the Police Department may be carried over to a subsequent year. The member shall be compensated for those days at the straight time rate or may take additional days off in the next year at his discretion. The member must make his choice as to pay or time off before the end of the calendar year. If his choice is to be paid, he must be paid by the end of the calendar year. If the member wishes to take the time off, he must take it within the first three (3) months of the following year.

- Sec. 7. Any member entitled to vacation credits who shall resign or have his employment terminated with or without cause, shall not forfeit his right to such vacation credits. If the time cannot be allotted in calendar days, he shall be paid the equivalent of that number of days based upon the straight time rate.
- Sec. 8. Any member entitled to vacation credits who may die prior to his receipt of said benefits shall have an amount equivalent to his pay for those days paid to his estate or next-of-kin.
- Sec. 9. Any member entitled to vacation credits who may become ill, injured or incapacitated whether job incurred or not, prior to utilizing those credits or until such time as he is physically capable of returning to active duty, or until the end of the calendar year, whichever occurs earlier or, if the member is not capable of returning to active duty within that year then, any vacation not used during that calendar year, may be carried over to the subsequent year to, be used in full or the member may be compensated in full at the straight time rate at the end of the calendar year, at the discretion of the Chief of Police.
- Sec. 10. Any member who retires may have the option, within the same calendar year, to take his allotted vacation time in calendar days or upon request be paid the equivalent of that number of days based upon straight time pay schedule.

#### **ARTICLE IX - SICK LEAVE AND OTHER LEAVES**

##### **Sec. 1. Sick Leave**

Each member shall be entitled to sick leave, with pay, as follows:

- (a). On the first day of the first year of employment, a member shall be entitled to sick leave at a rate of one and one-half days per month of employment, accumulative to two hundred (200) days. In the officer's last year of service, the additional 35 days (existing 165 days + 35 days = 200 days) will not be used without either a doctors excuse or serious illness or injury. Additional sick leave may be granted at the discretion of the Chief of Police.
- (b). Sick leave shall be requested by an officer, or

by someone on his behalf, of the Chief of police or his designee, prior to the beginning of his workday or as soon thereafter as possible.

- (c). The Chief of Police shall have the right to require a doctor's certificate and/or visit the officer to verify the illness.
- (d). An employee, after ten (10) years of service, upon separation for any reason other than a disciplinary action, shall receive full monetary compensation for all accumulated sick leave to a maximum of 150 days, to be paid at the member's current rate of pay as per salary schedule.
- (e). An employee shall also be paid for his accumulated sick leave, to a maximum of 150 days, before ten (10) years service upon separation for reasons other than resignation or separation for disciplinary action, to be paid at the member's current rate of pay as per salary schedule.
- (f). Commencing on January 1, 2003 for members who will retire after January 1, 2004 and thereafter, notice of intent to be paid for accumulated sick leave will be given to the police chief on or before October 1<sup>st</sup> in the year prior to retirement. This notice provision will not apply to police officers who retire due to an on the job injury or major medical problem. If the police officer must retire due to unanticipated circumstances, the notice provision may be waived by the Town Supervisor. Non-compliance with this notice provision may only result in delay, not forfeiture, of payment for accumulated sick leave.

Sec. 2. Family Sick Leave

Each member shall be entitled to utilize his accumulated sick leave, after all Personal Leave has been used, in the event of sickness or injury to his immediate family.

Sec. 3 Family Death Leave

- (a). Each member shall be entitled to family death leave up to five (5) days absence with pay for

each death in the immediate family of the member; limited to parents, spouse, child, brother or sister and grandparents.

- (b). The member shall also be entitled to five (5) days of absence with pay for the death of the mother or father of the employee's spouse and three (3) days absence with pay for the death of grandparents, brother or sister of the spouse.

Sec. 4. Personal Leave

- (a). Each member shall be entitled to seven (7) personal days per year, in increments of not less than one-half day. No more than three (3) such days shall be taken in succession and no more than seven (7) days in any calendar year. If personal leave credits are not utilized by the member during the calendar year, they shall be considered as lost to the member.
- (b). All members that had accumulated personal leave credits up to and including December 31, 1978, shall be entitled to use that personal leave at their own discretion with approval of the Chief of Police.

Sec. 5. Compensatory Time

- (a). Compensatory time may be used in increments of no less than four (4) hour blocks. No compensatory time off requests may be considered approved until seventy-two (72) hours prior to the date requested by the member.
- (b). At the member's request, compensatory time which has been accumulated by the member may be turned in for the cash equivalent and deducted from his balance.
- (c). Members may accumulate compensatory time to a total of 480 hours. All time over 480 hours must be paid in cash.
- (d). All compensatory time being cashed in will be paid at the member's current rate of pay at time of cash-in.

Sec. 6. Court Duty

Each member shall be entitled to be absent with full

pay while attending Court pursuant to a subpoena or other order of the Court.

Sec. 7. Leave Granted by Town

Leave granted at the discretion of the Town, with or without pay, for purposes other than herein described, shall not break continuous service.

**ARTICLE X - RETIREMENT AND RELATED BENEFITS**

Sec. 1. Twenty Year Retirement Plan

The Town shall provide each member who duly elects, a twenty (20) year non-contributory retirement plan as set forth under the provisions of Subdivision D of Sec. 384 of the Retirement and Social Security Laws of the State of New York.

Sec. 2. Twenty-Five Year Retirement Plan

The Town shall provide each member who duly elects, a twenty-five (25) year non-contributory retirement plan as set forth under the provisions of Subdivision G of Sec. 384 of the Retirement and Social Security Laws of the State of New York.

Sec. 3. 1/60th Benefit

The Town further agrees to pay the additional cost of any member who duly elects to receive the additional benefit after twenty-five (25) years of creditable service, a sum equal to one-sixtieth (1/60) of his final average salary for each year completed after twenty-five (25) years of service as set forth under the provisions of Subdivision F of Sec. 384 of the Retirement and Social Security Laws of the State of New York.

Sec. 4. One Year Final Average Salary

The Town shall provide each member that is eligible, a one (1) year final average salary as set forth under the provisions of Subdivision 9 of Sec. 302 and Section 443(f) of the Retirement and Social Security Laws of the State of New York.

Sec. 5. The Town offers each member of the bargaining unit the retirement benefit "provided by Section 384-e of the Retirement and Social Security Law at no cost to the member.

## ARTICLE XI - INSURANCE AND RELATED BENEFITS

### Sec. 1. Death Benefit (Job Incurred)

The Town shall provide a death benefit payable to the beneficiaries of any member that meets the criteria of Sec. 208(b) of the General Municipal Law of the State of New York.

### Sec. 2. Death Benefit (Ordinary)

The Town shall provide a guaranteed ordinary death benefit payable to the beneficiaries of any member in accordance with Sec. 360(b) of the Retirement and Social Security Laws of the State of New York.

### Sec. 3. Health and Accident Insurance

- (a). The Town shall pay one hundred percent (100%) of all premiums for the Empire Plan, offered by New York State Health Insurance Program (NYSHIP). The Town shall pay one hundred percent (100%) of all premiums for the Capital District Physicians Health Plan, P. O. Box 1784, Albany, New York 12201-1784, Mohawk Valley Physicians Health Plan, Inc. - MVP, P. O. Box 2207, Schenectady, New York, 12301 and Empire Blue Cross-Blue Shield-Blue Choice, P. O. Box 11815, Albany, New York, 12211-0815 for members who elect such coverage. This coverage shall include coverage of the member's wife/husband and children, if any.
- (b). Bargaining Unit members hired after January 1st, 1991, will pay 10 percent (10%) of the cost of their individual or family plan health insurance. The Town will be responsible for the other 90 percent of this cost. The Town will provide health insurance coverage for these new hires or members, upon retirement only after they reach the age of 55. Furthermore, health insurance coverage will not be provided by the Town for these new hires, who have retired and after attaining age 55, if health insurance coverage is provided to them through other employment or through their spouse's health insurance benefit or medicare. In addition, the new hiree after age 55, if he elects family coverage, will pay 50 percent (50%) of the difference in cost between the individual and family coverage.
- (c). The Town agrees to provide and pay for 100 percent (100%) of the individual and family

health insurance cost for bargaining unit members, hired before January 1, 1991, upon retirement and thereafter unless the retiree is otherwise covered by health insurance either through employment after retirement or through a spouse's health insurance coverage. This section does not include Medicare as health insurance.

- (d). In the event more than one member of a family unit is eligible for health insurance by reason of his or her employment with the Town, the Town will provide family coverage through one plan only for the family unit, with no individual coverage.
- (e). The Town shall pay one hundred percent (100%) of the premiums to provide the Dutchess Dental Plan (CSEA) for all members of the bargaining unit.
- (f). If dental benefits are increased for any other unions having a contract with the Town, the PBA may reopen the contract with the Town to negotiate dental benefits.
- (g). Effective January 1, 2004, the co-pay for a doctor's visit will increase from \$10.00 to \$15.00. Effective January 1, 2005, this co-pay may be increased to \$20.00 by the Town only if all other Unions in the Town agree to a \$20.00 co-pay and the coverage is exactly the same for all unions including the PBA.
- (h). Effective January 1, 2004, the Town may issue the \$10.00/\$20.00 CDPHP prescription card, \$10.00/\$20.00/\$30.00 BC/BS prescription card and the \$10.00/\$30.00 MVP prescription card as appropriate for the member. In addition, the Town will reimburse prescription drug expenditures as follows:
  - 01/01/2003 - over \$7.00
  - 01/01/2004 - over \$10.00
  - 01/01/2005 - over \$12.00
- (i). The Town shall provide legal defense for officers and indemnification for compensatory damages awarded in any civil action or proceeding in any state or federal court arising out of any alleged act or omission of said officer, provided that the Town determines that such act or omission occurred while the officer was acting, or in good

faith purporting to act, within the scope of his/her public employment or duties.

The Town shall make a determination of whether the officer was acting, or in good faith, purporting to act, within the scope of his/her employment as soon as practicable, but not more than thirty (30) days after the presentation of suit. Such determination shall be made after a full investigation into the allegations of the complaint. Said investigation is to be conducted by the Town Attorney's office, with the assistance of such other individuals as may be reasonably necessary. The officer involved may, at his/her request, have assistance of PBA counsel and/or counsel of his/her choice in the course of the investigation, as to the scope issue, at the expense of said officer. Said officer or his/her choice shall be consulted with and kept apprised of the progress, throughout the course of said investigation. The Town shall notify the officer and the PBA counsel of its determination of its scope issue as early in the litigation as possible, but not later than thirty (30) days after the Town has been presented with the suit.

If the Town determines that the officer was acting within the scope of employment, the Town shall provide for the legal defense of said officer through the mandated Town Attorney's office, or if outside counsel is used, except for Insurance Counsel, it shall be the PBA attorney. In the event that the officer chooses not to have the Town provide for his/her defense, then the officer shall bear all expenses for his/her legal defense.

Upon a determination that the officer was acting, or in good faith purporting to act, within the scope of his/her employment and upon the election of the officer to accept the legal defense by the Town, the Town shall waive any and all potential claims against the officer, subject only to a finding of noncooperation of the officer in his/her defense or the defense of the Town, or in the event that the Town finds that the officer has actively misrepresented material circumstances concerning the scope of employment issue to the Town.

The employee must deliver to the office of the Town Attorney the original of any summons,

complaint, process, notice, demand or pleading within 72 hours after he/she is served with such document. The Town Attorney shall take the necessary steps, including retention of counsel on behalf of the employee to avoid an entry of a default judgment, pending resolution of any question relating to the obligation of the Town to provide a defense. The officer may elect at any time to be represented by counsel of his/her choice, but in that event, the cost of such legal defense shall be borne by the officer.

During the course of the litigation, and assuming that the officer has not chosen the PBA counsel to represent him/her individually, the PBA counsel shall be kept apprised of the status of the litigation, which shall include an opportunity to discuss said status and to review appropriate documents relating thereto.

In the event that there is any disagreement by the employee with the findings made by the town as to scope of employment, non cooperative, active misrepresentation, choice of counsel or damages paid for, these matters will be determined by an arbitration held within thirty (30) days from the dispute with an arbitrator agreed to by both parties or chosen from the voluntary arbitration list provided by PERB. Both parties agree to be bound by the arbitrators decision.

The foregoing provisions pertain to defense and indemnification of officers. The waiver contained therein pertains solely to this indemnification article and does not pertain to any other aspect of the contract with the Police Benevolent Association. More specifically, but not limited to the following, the waiver does not pertain to Article XIV, Disputes, Grievance and Arbitration, Article XV, Reciprocal Rights, Article XVI, Rights of Employees and Article XVII, Disciplinary Procedure.

Sec. 4. Y.M.C.A.

Upon a receipt showing payment, the Town will pay \$1,200 for Y.M.C.A. group memberships to the PBA.

Sec. 5. Life Insurance

(a). The Town shall on January 1st of every year pay

to the PBA the amount equivalent to one hundred twenty-five dollars (\$125.00) for each member of the PBA. This money is to be used by the PBA for the administration of a life insurance program for the membership of the PBA. This life insurance program is to be designated by the membership of the PBA.

- (b). The PBA shall, each year, provide proof to the Town that it has purchased life insurance for each member of the PBA. If said proof is not provided, the PBA will refund the money to the Town.

Sec. 6. Continuing Education

Any bargaining unit member taking any course as part of a program leading to a bachelors or associates degree or any course involving police science or the criminal justice system shall, upon successful completion of said course, be reimbursed for the full cost of said course as well as any text books or other materials required in said course. The number of courses shall be limited to two (2) per member, per semester, except in the case of special permission by the Chief.

**ARTICLE XII - SENIORITY**

Sec. 1. Seniority for the purpose of this agreement shall be:

- (a). By rank
- (b). By length of time in grade within equal ranks  
(see RR 84-037 (G) Rules and Regs)
- (c). For seniority purposes, time shall be defined as time spent with the Glenville Police Department only. This will not apply to any members on the Department as of January 1, 1985; for such members, time on the Scotia Police Department will also be counted for seniority.
- (d). In the event there is a consolidation between the Glenville and Scotia Police Departments, the parties agree that they will sit down and negotiate the impact of this move on the seniority of the various parties.

Sec. 2. Time spent in the Armed Forces on military leaves of

absence from the Glenville Police Department and other authorized leaves not to exceed one (1) year, and time lost because of duty connected disabilities shall not break continuous service.

Sec. 3. An employee shall forfeit his seniority rights only for the following reasons:

- (a). He resigns
- (b). He is dismissed and is not reinstated
- (c). He retires on regular service retirement

Sec. 4. In determining preference for the purpose of selection of vacations and personal leave, seniority within rank shall control, all other conditions being equal.

#### **ARTICLE XIII - UNIFORMS AND EQUIPMENT**

Sec. 1. The Town shall provide all equipment and uniforms necessary to insure the accomplishment of the Police Department's mission.

Sec. 2. Each member of the bargaining unit shall receive an annual allowance of four hundred dollars (\$400.00) for the repair, maintenance and purchase of police-related items. The \$400.00 allowance shall be paid in increments of \$200.00 each made available on account in January and June of each year. Plain clothes and sworn officers will be reimbursed for expenditures up to an additional \$400.00 per year.

Sec. 3. The Town shall be responsible for all cleaning and laundering of all bargaining unit uniforms.

Sec. 4. The Town agrees that it will open the range nine (9) times per year. Each individual who visits the range any time during that period will be given a box of ammunition free to practice his weapon to a total of nine (9) boxes per year.

#### **ARTICLE XIV - DISPUTES, GRIEVANCES AND ARBITRATION**

Sec. 1. Each member shall have the right to present grievances in accordance with the procedures herein.

Sec. 2. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Sec. 3. In the event of any dispute with reference to the interpretation, application or breach of any of the specific terms contained in this agreement (hereafter called "Grievance"), the matter shall be taken up in

the following manner:

- (a). An informal conference shall be held between the grievant, the President of the PBA and the Chief of Police within three (3) working days of the assertion of the grievance with the objective of resolving the matter informally.
- (b). If the grievance is not satisfactorily resolved within six (6) working days of the assertion of the grievance, the grievance shall be reduced to writing, signed by the President of the PBA or his designee with the signed consent of the grievant and filed with the Police Committee within nine (9) working days. It shall be discussed by the President of the PBA or his designee other than the grievant and the Chairman of the Police Committee.
- (c). If the grievance is not satisfactorily resolved within twenty-four (24) working days after the assertion of the grievance, a copy thereof, at the option of the PBA, shall be filed with the Town Supervisor within thirty (30) working days of the assertion of the grievance. The Town Supervisors and/or his designee shall confer with the grievant and/or a designated member of the PBA within five (5) working days thereafter.
- (d). In the event the grievance -is not satisfactorily resolved within thirty-five (35) working- days after the assertion of the grievance, the grievance may be submitted, either by the PBA or the Town Supervisor, to the Town Board within forty (40) working days after the assertion of the grievance. The Town Board shall meet with the grievant and/or a designated member of the PBA and the Town Board shall render its decision, in writing, within ten (10) days of its meeting.
- (e). In the event the grievance is not satisfactorily resolved within fifty (50) working days after the assertion of the grievance, it may at the option of the PBA be referred to arbitration within five (5) working days thereafter.
- (f). Nothing contained herein shall prevent a member from bringing a grievance informally first to the Chief of Police, then to the Chairman of the police Committee and then to the Town Supervisor in that order.

- Sec. 4. If the limits set forth above are not strictly complied with, the grievance shall not be subjected to arbitration by the party violating the time limits, provided the time limits set forth above have been complied with, unless waived in writing, the PBA may seek arbitration of the grievance by simultaneously sending a notice to the Town Supervisor and the American Arbitration Association (AAA). The "AAA" will be requested to send a list or lists (up to a maximum of three) to each party, who shall independently consider the list and return it to the "AAA". If no arbitrator is selected after three (3) lists, the "AAA" shall be requested to appoint an arbitrator. Expenses of the arbitrator shall be shared equally.
- Sec. 5. The decision of the arbitrator shall be final and binding upon the parties.
- Sec. 6. Conferences and hearings held hereunder shall be held during non-working hours (if possible) and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, during working hours, persons who participate shall be excused from their assigned duties without loss of pay. It is the intent of the parties to expedite grievances through the grievance procedure as quickly as possible.
- Sec. 7. Those grievances involving safety or unusual job hazards will receive special attention, in that the Town Board will render a decision within seven (7) days of the filing of the grievance. The president of the PBA shall agree that an emergency exists and shall, so advise the Town Supervisor in writing.

#### **ARTICLE XV - RECIPROCAL RIGHTS**

- Sec. 1. The Town recognizes the right of the members to designate representatives of the PBA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement. Such police representatives shall also be permitted to appear at public hearings before the Glenville Town Board upon the request of the members.
- Sec. 2. The PBA shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Town, subject to review by the Town Supervisor, his designee or such other authorized official. The officers and agents of the PBA shall have the right to visit the Town's facilities for the purpose of adjusting grievances and administering the terms and conditions of this

agreement.

- Sec. 3. If the representative of the PBA is an employee who is elected or designated for the purpose of adjusting grievances or assisting in the administration of this agreement, he shall be permitted a reasonable amount of time free from his regular duties to fulfill these obligations; which have as their purpose the maintenance of harmonious and cooperative relations between the Town and the PBA and the uninterrupted operation of government.
- Sec. 4. The PBA's President or his appointed designee, who is designated to represent the members shall have the right to attend statewide conventions and meetings of the Police Conference of New York, the Northeastern Police Conference, consolidation meetings, Town Board meetings and budget hearings to insure the good and welfare of the members of the PBA in pursuance to his obligation as an officer or delegate of the bargaining unit herein. The Town shall not be required to pay the expenses of any member while attending such conventions and meetings unless specifically approved in advance by the Glenville Town Board. In addition, the President or his designee, shall be entitled to five (5) days per year as organizational Leave for the purpose of maintaining the normal operations of the PBA. This Organizational Leave may only be utilized when it does not create overtime within the Police Department.
- Sec. 5. Except as expressly limited by the provisions of this agreement, all of the authority, rights and responsibilities of the Town are retained by it, including the sole right to conduct the business of and carry out the mission of the Glenville Police Department. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this agreement. Such rights include but are not limited to the following:
- (a). To determine the mission and policies of the Town and Police Department.
  - (b). To determine the facilities, methods, means and number of personnel needed to carry out the Town's mission; and to introduce new or improved methods or facilities.
  - (c). To administer the merit system, including the classifications, examination, selection, hiring, retention, promotion and assignment of members

pursuant to law and to the Rules and Regulations of the Glenville Police Department.

- (d). To discipline or discharge members in accordance with the Rules and Regulations of the Glenville Police Department.
- (e). To direct the work of members.
- (f). To make rules and regulations and other policies concerning personnel, procedures and practices.

#### **ARTICLE XVI - RIGHTS OF EMPLOYEES**

Sec. 1. The security of the community depends a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.

Sec. 2. The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions often requiring immediate investigation by superior officers designated by the Chief of Police. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (a). Unless the exigencies of the investigation dictate otherwise, the interrogation of a member of the department shall be at a reasonable hour and when the member is on duty. When, however, the exigencies of the situation dictate that a member be interrogated while he is not on duty, he shall be re-assigned to a tour of duty, covering the period of interrogation and the provisions of Article VI of this agreement shall prevail.
- (b). The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the Police Department or the location where the incident allegedly occurred.
- (c). The member of the department shall be informed of the nature of the investigation before any interrogation begins. The addresses of complainants and/or witnesses need not be

disclosed; however, sufficient information to reasonably appraise the member of the allegations shall be provided. If it is known that the member is being interrogated as a witness only, he should be so informed at the initial contact.

- (d). The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- (e). The member of the department shall not be subjected to any offensive language nor shall he be threatened. No promises of reward shall be made as an inducement to answer questions.
- (f). The complete interrogation of the member may be recorded mechanically or by a stenographer.
- (g). If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the Supreme Court of the United States.
- (h). In all cases, the member shall have the right to consult with counsel and/or a PBA representative at all stages of the proceedings and have them present throughout the entire proceeding if he wishes.

Sec. 3. Labor-Management Council

- (a). The intent of the Labor-Management Council is to promote the continuous and harmonious relations between the Town and the PBA. Through this article the council is agreed to and formed under the following conditions:
  - (1) The council will meet once a month at a time and date agreeable to both the Town and the PBA.
  - (2) If both parties agree, a meeting may be postponed or canceled.
  - (3) The PBA and the Town both have representatives designated to attend these meetings, and that there be two (2)

representatives from the Town and two (2) representatives from the PBA.

- (4) The Chief's Office have a representative present at these meetings.
- (b). The Labor-Management Council shall have the right to discuss all matters regarding the Glenville Police Department and its activities including the following:
- (1) Terms, wages and conditions of employment.
  - (2) Promotions and manning.
  - (3) Any laws or agreements affecting the Police Department or members of the PBA.
  - (4) Administrative decisions.
  - (5) Any other item which may arise which could affect the membership of the PBA.
- (c). It is expressly agreed that the activities and discussions held by the Labor-Management Council are not and will not be construed as re-opening the contract existing between the Town and the PBA.

#### **ARTICLE XVII - DISCIPLINARY PROCEDURE**

Sec. 1. The procedures and remedies herein provided shall apply in lieu of the procedures and remedies prescribed by Sections 75 and 76 of the Civil Service Law which shall not apply to employees.

Sec. 2. All disciplinary actions under this article shall be closed to the public.

Sec. 3. Disciplinary Procedure

- (a). Discipline shall be imposed only for just cause. Where the appointing authority or the Chief of Police seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade or dismissal from service, notice of such discipline shall be made in writing and served, in person or by registered or certified mail,

upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references to dates, times and places. The employee shall be provided with two (2) copies of the notice which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your representative is the Glenville Police Benevolent Association".

- (b). The President of the PBA shall be notified of the name of the employee, in writing, within twenty-four (24) hours of the service of a notice of discipline.
- (c). The penalty may not be implemented until the employee:
  - (1) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline; or
  - (2) having filed a grievance, he fails to file a timely appeal to the Department Disciplinary Panel; or
  - (3) having appealed to the Department Disciplinary Panel, he fails to file a timely appeal to Disciplinary Arbitration; or
  - (4) having appealed to the Disciplinary Arbitration, until and to the extent that it is upheld by the Disciplinary Arbitrator; or
  - (5) until the matter is settled.
- (d). The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the department or agency head or his designee, in person or by registered or certified mail, within ten (10) days of the date of the notice of discipline by the employee or the PBA. The employee or the PBA shall be entitled to a meeting to present his position to the Chief of

Police or his designee within ten (10) days of the receipt of the disciplinary grievance, and upon consideration of such position, the Chief of Police shall advise the PBA of his response in writing, by registered mail, certified mail or in person within five (5) days of such meeting.

- (e). If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to the Departmental Disciplinary Panel by the PBA within ten (10) days of the service of the response by the Chief of Police. Notice of the appeal to the Departmental Disciplinary Panel shall be served upon the Chief of Police and the Town Supervisor.
- (f). The Supervisor, or his designee, shall within five (5) days of notice of appeal, delegate a member of the Town Board as a member of the Departmental Disciplinary Panel.
- (g). The Chief of Police, or his designee, shall within five (5) days of the notice of appeal, delegate a member of supervisory rank (above the rank of Patrolman) as a member of the Departmental Disciplinary Panel.
- (h). The PBA President, or his designee, shall within five (5) days of the notice of appeal, delegate a member of the PBA as a member of the Departmental Disciplinary Panel.
- (i). All persons delegated to the Departmental Disciplinary Panel shall in no way have been involved in the grievant's discipline either as a complainant, defendant, witness or supervisor that instituted the discipline.
- (j). The Chief of Police shall receive within five (5) days of the selection of the panel, the names of the members selected by the Town and the PBA. It shall be incumbent upon the Chief of Police to notify each member of the panel as well as their respective agency, in writing, as to who the other members of the panel are.
- (k). The member of the Disciplinary Panel designated by the Town shall, upon receipt of the panel members from the Chief of Police, notify the two other members of the panel within five (5) days to set up a hearing date to receive the grievance. This hearing will be no later than thirty (30) days from the date of the appointment of the panel.

- (l). The Town's designated panel member shall notify the PBA and the Chief of Police of the date, time and location of the hearing as well as the members of the panel.
- (m). It shall be the responsibility of the PBA and the Chief of Police to bring their own witnesses and evidence to this hearing to voice their case to the panel.
- (n). A written record of the hearing shall be provided, with both the Town and the PBA sharing equally the cost of such record.
- (o). The members of the panel designated by the Town shall preside over the hearing shall insure that the hearing takes place in an organized and disciplined manner. The Chief of Police, or his designee, shall be allowed first opportunity to voice his case. The PBA shall have the right to cross examine any witness or evidence provided by the Chief of Police or his designee and the Chief shall have the right to cross examine the PBA'S witnesses and evidence. The panel shall have the right to examine any witness or evidence from either side at any time during the hearing, whether that witness or evidence is being presented or already has been presented. Based upon the evidence and testimony presented during the hearing, the panel shall make a recommendation as to the guilt or innocence of the member accused and shall make a recommendation in regards to the discipline that the member should receive. This decision shall be reached within fifteen (15) days of the conclusion of the hearing. Both the Chief of Police and the PBA shall be notified, in writing, as to the panel's decision. A majority vote must be reached by the panel to levy a decision or recommendation.
- (p). If the PBA rejects the recommendation of the Departmental Disciplinary Panel, it may be appealed to Disciplinary Arbitration by the employee or the PBA within ten (10) days of the service of the recommendation from the Departmental Disciplinary Panel. Notice of appeal to Disciplinary Arbitration shall be served by registered or certified mail with the American

Arbitration Association (AAA), with a copy to the Chief of Police or his designee. Within two (2) days the AAA shall appoint a Disciplinary Arbitrator and shall give eight (8) days notice of a hearing.

- (q). The Town and the PBA shall jointly agree on a Disciplinary Arbitrator from a list provided by the AAA.
- (r). The Disciplinary Arbitrator shall hold a hearing within ten (10) days of his qualification shall render a decision within five (5) days of the date of the close of the hearing or within five (5) days after receipt of the transcript, if either party elects a transcript. The hearing shall be completed within thirty (30) days unless a longer period is mutually agreed upon. The Town shall be required to place an employee who had been suspended without pay, back on full pay status if the hearing has been delayed for reasons other than unavailability of a hearing officer.
- (s). Either party wishing a transcript at a Disciplinary Arbitration Hearing may provide for one, with the expense of the transcript to be shared by both parties involved.
- (t). Disciplinary Arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add to, subtract from or modify the provisions of this agreement. The Disciplinary Arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension pursuant to Sec. 5.a.1 of this article, shall be final and binding upon the parties and the Disciplinary Arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances. Including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. The Disciplinary Arbitrator may consider any period of suspension in determining the penalty to be imposed.
- (u). All fees and expenses of the Arbitrator, if any, shall be divided equally between the Town and the PBA, or the employee if not represented by the

PBA. Each party shall bear the costs of preparing and presenting its own case. The estimated Arbitrators fee and estimated expenses of the Arbitrator may be collected in advance of the hearing.

Sec. 4. Settlements

Disciplinary Grievances may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement, shall be offered a reasonable opportunity to have his representative present before he is required to execute it. The PBA Grievance Representative, at the appropriate level, shall be provided with a copy of any settlement within twenty-four (24) hours of its execution.

Sec. 5. Suspension Before Notice of Discipline

- (a). Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs 1 or 2 below.
- (1) The appointing authority or his designee may suspend without pay an employee, when the appointing authority or his designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with the operations of the department. Such determinations shall be reviewed by the Departmental Disciplinary Panel and the Disciplinary Arbitrator. A notice of discipline shall be served no later than five (5) days following such suspension.
- (2a) The appointing authority or his designee may, with agency approval, suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority, in writing, of the disposition of any criminal charges including a certified copy of such disposition within five (5) days thereof. Within thirty (30) days following such

suspension under this provision or within five (5) days from receipt by appointing authority of notice of the disposition of the charges from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or the Chief of Police to take disciplinary action during the pendency of criminal proceedings.

- (2b) A registered Letter notifying the PBA president of any suspension under Sec. 5.a.1. or 2 above, shall be mailed within one (1) working day, excluding Saturdays, Sundays or Holidays.

Sec. 6. PBA Representation

An employee shall be entitled to be represented at a Disciplinary Grievance Meeting by his PBA president or designee. Such representatives shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employee's scheduled working hours shall be considered as time worked. However, when such activities extend beyond such employee's scheduled working hours, such time shall not be considered as time worked. PBA staff representatives may be present at Disciplinary Grievance Meetings, Disciplinary Hearings and Arbitration Proceedings.

Sec. 7. Limitation

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

Sec. 8. Other Action

Shift, pass days, job transfer or other reassignment or assignments shall not be made for the purpose of imposing discipline provided, however, nothing in this paragraph shall bar any action otherwise taken pursuant to this Article.

**ARTICLE XVIII - SEVERABILITY CLAUSE**

If any clause, sentence, paragraph, section, article or part of this agreement shall be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which judgment shall have been rendered.

**ARTICLE XIX MODIFICATION AGREEMENT**

Sec. 1. The parties hereto do agree that the term, covenants and conditions of this agreement may be re-opened and reconsidered at any time during the term thereof with the mutual consent of the parties.

Sec. 2. The Town reserves all rights not specifically granted to the PBA by this agreement or the Public Employees Fair Employment Act or other applicable statutes of the State of New York.

Sec. 3. Should any part or parts of this agreement be rendered invalid by reason of any authorized agency of government, or by the decree of a court of competent jurisdiction, such invalidation of such part or parts of this agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

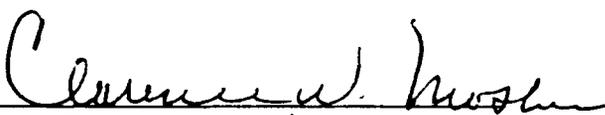
Sec. 4. Taylor Law Notice

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

IN WITNESS WHEREOF, the parties hereto have set their respective capacities binding the Town of Glenville and the Glenville Police Benevolent Association.

Dated at Glenville, New York, 8/19/03

TOWN OF GLENVILLE

By:   
Town Supervisor

GLENVILLE POLICE BENEVOLENT ASSOCIATION

By:   
PBA President

**GLENVILLE POLICE DEPARTMENT PROCEDURE**  
**MUNICIPAL DISABILITY BENEFIT PROCEDURE**

I. Purpose

In order to insure that determinations arising by virtue of the administration of the provisions of § 207-c of the General Municipal Law satisfy the interests of those eligible for benefits, and the Town of Glenville, the following exclusive procedure shall be utilized to make any benefit determinations, review of benefit determinations or light duty assignments.

II. Method

**A. Designation of Administrator**

1. The Chief of Police is hereby designated as the administrator who shall have the exclusive authority to make an initial determination on behalf of the Town of Glenville pursuant to § 207-c. The Chief of Police shall designate an officer to serve as the administrator in the event of his absence. Such designee shall exercise all the authority and have all the responsibilities of the Chief under these procedures.

**B. Notice of disability or need for medical or hospital treatment**

1. A police officer who alleges to be injured in the performance of duty who seeks benefits afforded by § 207-c shall notify the Chief of Police within 5 days of either: 1) an incident causing such an injury so as to prevent the performance of duty or 2) an incident causing such an injury which gives rise to a need for medical or hospital care. A police officer taken sick allegedly as the result of performance of duty shall provide such notice as soon as he or she concludes that the sickness is so caused, but in no event later than 20 days from the time such sickness should have been discovered to have been the result of performance of duty. In the event of an inability to do so, such notice may be made by another acting on behalf of the police officer. The notice shall describe the nature of the injury or sickness.

2. To aid in the administration of this procedure, the Chief of Police may utilize a form which shall be completed by an officer seeking benefits or, in the event of an inability to do so, such notice may be completed by another acting on his or her behalf. Such form shall be filed with the Chief of Police within the time limits for notice of disability described above.

3. The failure to satisfy the time limits specified above shall render a notice or filing untimely and shall preclude any award of any benefits pursuant to § 207-c; provided, however, that the police Chief or hearing officer designated pursuant to the procedures described below, shall have the discretionary authority to excuse a failure to provide notice or file a report within the time limits upon good cause shown. No claim for 207-c benefits will be denied solely on the basis of the failure of the applicant to comply with the strict rules pertaining to notice of a duty related injury or illness and the time limits under this section where the Police Chief or his designee learned about the on the job injury or illness by other means and the Town is not prejudiced thereby.

**C. Status pending determination of eligibility for benefits**

1. In the event an officer asserts an inability to perform duties, he or she shall be placed on sick leave or may utilize other available accrued leave, consistent with the PBA Contract. During the initial determination process and in the event the police officer utilizes all of his or her accrued leave, the Chief of Police may grant additional paid leave as he deems necessary. Such additional leave shall not be arbitrarily denied. Upon a determination by the Chief of Police that an

officer who has been unable to work is eligible for payment of the full amount of salary or regular wages pursuant to the provisions of § 207-c, all sick leave or other paid leave which may have been utilized shall be restored in full. If it is ultimately determined that the officer is not entitled to 207-c benefits, he will be responsible for repayment of additional leave granted by the Chief.

2. An officer receiving payment of the full amount of regular salary or wages pursuant to § 207-c shall not suffer any reduction of accrued leave or other benefits while in receipt of such payment. Holidays, vacation and other contractual leave benefits will be prorated. For example, an officer who works 2/3 of the year and is out on 207-c leave for 1/3 of the year, receives 2/3 of his vacation benefits.

3. An officer seeking the benefits of this section of law may be examined by a physician selected by the Chief of Police to verify the existence of an injury or sickness.

**D. Benefit determination**

1. An applicant for the benefits of § 207-c shall be processed as follows:

a. The Chief of Police shall promptly review an application timely made and any other pertinent documents or evidence available, and, if a determination is made that the injury occurred in the performance of duty or that the sickness is a result of the performance of duty, shall direct payment of the full amount of regular salary or wages and shall insure municipal responsibility for the reasonable cost of treatment and hospital care associated with the injury or illness.

b. The Chief of Police shall have the authority to:

(1) employ medical specialists and other appropriate individuals;

(2) at reasonable times and upon reasonable notice require the attendance of the claimant or any witness to an incident to secure information;

(3) require the applicant to sign a release for medical information pertaining to the incident, injury or sickness and any prior or subsequent medical history related to the part of the body injured or affected; this information shall be kept confidential;

(4) undertake any other reasonable act necessary for making a determination pursuant to this procedure.

c. Written notice of such a determination by the Chief of Police shall be provided to the officer as provided below.

d. The payment of regular salary or wages and medical expenses may be discontinued as provided by § 207-c.

e. A claimant may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such injury or sickness.

f. Within 30 days of the notice of disability, unless reasonably impracticable, the Chief of Police shall make a determination as to initial or continued eligibility based upon evidence collected or obtained.

g. A claimant shall be notified in writing of any determination made by the Chief of Police. The Chief of Police shall state in detail the reasons for his determination and all evidence reviewed and relied upon by the Chief to make the determination shall be specified in the determination.

h. Upon request of a claimant or his or her representative, a copy of any and all documents used by the Chief of Police to determine eligibility or denial of benefits shall be made available to the claimant or his representative.

i. In the event a claimant is adversely affected by a determination, he or she may request a hearing according to the procedure set forth below in paragraph F.

2. In the event the Chief receives information that reasonably causes him to question initial eligibility for benefits, or their continuation once awarded, the following procedure shall apply:

a. The Chief of Police shall promptly inquire into the applicable facts and may require the claimant to submit to one or more medical examinations as may be reasonably necessary to determine the existence of a disability and its extent.

b. To resolve a question of initial or continued eligibility for benefits, the Chief of Police shall make a decision on the basis of any medical evaluations and information developed by the Town or otherwise provided by the claimant.

3. In the event that the medical opinion of the police officer's physician and the medical opinion of the Town's physician differ, and the Police Chief decides against the officer, then the following procedure shall apply:

a. Police Chief shall notify the officer of the differing medical opinions and his decision against the officer.

b. If the officer so desires, he or she may request an independent medical opinion by a third doctor who specializes in the officer's disability. This doctor shall be chosen by the officer's physician and the Town's physician who must agree on the choice of the third doctor.

c. The independent doctor will be provided all relevant medical records and do a physical exam of the officer. The independent physician shall prepare a report and state his opinion on the medical issues raised to him.

d. The costs of the independent medical exam shall be split by the parties.

e. Upon receipt of the independent medical report, within ten (10) days, the Police Chief shall send the report and all relevant information including all doctor's reports to the Town Supervisor for his review and determination. The Town Supervisor shall make a detailed statement of his findings and conclusions in the determination, which shall be in writing. A copy of the determination and a copy of the independent medical report will be provided to the officer or his or her representative within twenty (20) days after the Town Supervisor receives the medical report and relevant information from the Chief.

f. If the Town Supervisor affirms the majority medical opinions, and the officer disagrees, he may appeal the Town Supervisor's determination under Article 78 of the Civil Practice Law and Rules.

g. If the Town Supervisor overrules the majority opinion of the medical doctors, then, the officer, if aggrieved, may appeal pursuant to paragraph "F".

**E. Assignment to light duty**

1. As authorized by the provisions of Subdivision 3 of Section 207-c, the police department, acting through the Chief, or the

Chief's designee, may assign a disabled police officer specified light duties, consistent with his or her physical or mental condition and status as a police officer.

2. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. He will provide the police officer with a list of proposed light duties. Such a police officer may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of his/her disability and his/her ability to perform the proposed light duties.

3. The Chief, or the Chief's designee, may cause a medical examination of the police officer, to be made at the expense of the employer for the purpose of determining the police officer's ability to perform the specified light duties.

4. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the certain duties or activities, given the nature and extent of the disability.

5. Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion(s) and such other information as he or she may possess. The decision of the Chief shall be reviewable pursuant to the procedures set forth in paragraph D(3).

6. In the event of such an assignment, the individual shall receive regular salary or wages and any increases thereof and fringe benefits which would have been received had regular duties been performed.

7. If you are receiving benefits pursuant to GML Section 207-c your scheduled shift will be 9:00 AM to 5:00 PM Monday thru Friday for the time period you are receiving 207-c.

**F. Appeal of adverse final determination**

1. Should an officer disagree with any determination of the Town supervisor including but not limited to a proposed light duty assignment or benefit determination, he or she within

thirty (30) days of the receipt of the determination shall present a written request to the Town Supervisor for a hearing.

2. The hearing officer shall be selected pursuant to the procedures of the New York State Public Employment Relations Board for voluntary arbitration. The hearing officer shall afford the officer due process rights including adequate notice of hearing; a right to present evidence; a right to call and cross-examine witnesses, as the case may be; a right to counsel; and a record of evidence presented at the hearing.

3. The hearing officer shall have the authority to administer oaths; to regulate the course, time and place of hearings; to fix the time for filing of briefs; and to sign and issues a subpoena requiring the attendance of and the giving of testimony by a witness or the production of any document or other evidence, consistent with provisions of the New York Civil Practice Law and Rules.

4. Within 30 days of closing the record, the hearing officer shall make a final and binding determination on the parties, which shall be in writing, copies of which shall be provided to the Town and officer. The determination shall be reviewable only

pursuant to Article 75 of the New York Civil Practice Law and Rules.

5. The cost incurred for the hearing officer shall be split by the parties.

**G. Adherence to procedure.**

1. Any requirement adopted by the Chief of Police pursuant to this subdivision shall be reasonable, consistent with the provisions, and shall be limited solely to procedural issues. The Union reserves its right to negotiate any new requirement so adopted consistent with its rights under the Taylor Law.

2. A violation of the procedures herein shall be subject to the grievance procedures of the contract. This procedure is to be used in conjunction with all relevant existing departmental policies, procedures, rules and regulations.

*Greg Restina*  
GREG RESTINA, PRESIDENT  
GLENVILLE PBA

8/19/03  
DATED

*Thomas J. Jordan*  
THOMAS J. JORDAN, ESQ.  
ATTORNEY, GLENVILLE PBA

8/19/03  
DATED

*Clarence W. Mosher*  
CLARENCE MOSHER  
GLENVILLE TOWN SUPERVISOR

08/01/03  
DATED

*Robert A. Moore*  
ROBERT A. MOORE, ESQ.  
ATTORNEY, TOWN OF GLENVILLE

8/13/3  
DATED

