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AGREEMENT

BETWEEN

THE TOWN OF LEWISBORO

AND

**THE TOWN OF LEWISBORO
POLICE BENEVOLENT ASSOCIATION**

JANUARY 1, 2000 TO DECEMBER 31, 2004

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PREAMBLE

This labor Agreement made and entered in this _____ day of September, 2002, by the Town of Lewisboro, New York (hereinafter referred to as "Town") and the Town of Lewisboro Police Benevolent Association (hereinafter referred to as "PBA").

ARTICLE 1

RECOGNITION AND APPLICATION OF AGREEMENT

1.1 Definitions

As used herein the following terms shall have the following meanings:

- A. "Town" shall mean the Town of Lewisboro.
- B. "PBA" shall mean the Town of Lewisboro Police Benevolent Association.
- C. "Employee(s)" shall mean any person or persons covered by the terms of this collective bargaining agreement.
- D. "Supervisor" shall mean the Chief Administrator of the Department, as designated by the Town Board.

1.2 Collective Bargaining Unit

The Town recognizes the PBA as the sole and exclusive bargaining agent and representative for all police officers, excluding the Chief Administrator and all officers with the in-house title of Lieutenant and above.

ARTICLE 2

COLLECTION OF DUES AND AGENCY SHOP FEE DEDUCTION

2.1 Membership Dues

Upon written authorization of an employee, the Town agrees to deduct PBA membership dues from each payroll check for that employee in the amount specified in the written authorization. The amounts so deducted shall be forwarded to the PBA within five (5) business days from the date of the payroll checks. The employee may subsequently revoke this deduction authorization, but must do so in writing.

2.2 Agency Shop Fee Deduction

The Town agrees to deduct from each payroll check of a non-PBA members, who is represented by the PBA for the purpose of bargaining, an Agency Shop Fee in an amount allowed by statute and determined by the PBA. The amount so deducted shall be forwarded to the PBA within five (5) business days from the date of the payroll checks. The PBA agrees to refund to the Town any Agency Shop Fee paid to it in violation of law, as determined by a court of competent jurisdiction. Any payment not returned may be deducted from the next payment due to the PBA.

ARTICLE 3

RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PBA

3.1 Obligation of the PBA

The PBA affirms that it does not assert the right to strike against the Town, to encourage, condone, assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

3.2 PBA Officers

The PBA shall forward to the Town a list of the names and titles of its officers and representatives, plus changes as they occur.

3.3 PBA Bulletin Board

The Town shall provide a bulletin board at the Police Department for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and the date of removal and must be removed when they have served their purpose. The PBA will be solely responsible for the content of any notices.

3.4 Discrimination

No employee(s) designated pursuant to this Article shall be discriminated against in any way by the Town, due to work performed on behalf of the PBA and its unit members.

3.5 Labor/Management

- A. Authorized spokespersons for the Town and PBA shall meet at the request of either party, to review and discuss questions or differences of opinion concerning the administration of this Agreement or any other term or condition of employment. The request shall be in writing, addressed to the Town Supervisor or PBA President, or their designated representatives, as the case may be, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be addressed.

- B. The labor/management meeting shall be held within fifteen (15) business days after the request has been made.
- C. Any agreement, understanding or modification of this Agreement reached between the parties shall be reduced to writing and signed by an authorized representative of each party and shall not be effective until signed by both parties.

ARTICLE 4

MANAGEMENT RIGHTS

The Town reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically modified by an express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Town in any way in the exercise of its power to plan, determine, direct, and control the nature and extent of its operation; the number, size and location of its facilities; the number of shifts and hours or days of work; the introduction of any new or improved methods or facilities; the direction and control of improved methods or facilities; the direction and control of its working force; the determination of the number of employees it deems essential to fill the various jobs and assignments required; the making or amending of work rules and regulations, except to the extent specifically limited by an express provision of this Agreement. The Employer's failure to exercise any management right shall not be deemed a waiver of that right.

ARTICLE 5

WORKDAY, WORK WEEK, WORK SCHEDULE AND SHIFT SCHEDULING

5.1 Workday

The workday of employees shall not be scheduled for less than five (5) hours or more than ten (10) hours, as presently exists. This does not include call-in work.

5.2 Work Week

The work week shall commence at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday.

5.3 Work Schedule

- A. An employee shall submit his/her requests for time off, with the employee's primary employment ("A" job) having priority, in writing, to the Supervisor no later than the 15th day of each month, for the ensuing calendar month. Seniority shall apply for granting time off requests. In the event an employee submits his/her

request after the 15th day of any month, seniority shall not apply for that employee. The work schedule shall be posted no later than the 22nd day of each month for the ensuing calendar month.

Effective the first quarter after May 21, 2002, an employee shall submit his/her requests for time off, with the employee's primary employment ("A" job) having priority, in writing, to the Supervisor no later than the 10th day of the last month of each calendar quarter, for the ensuing calendar quarter (i.e., December 10th for January, February, March and March 10th for April, May, June and so on). Seniority shall apply for granting time off requests. In the event an employee submits his/her requests after the 10th day as set forth herein, seniority shall not apply for that employee. The work schedule shall be posted no later than the 22nd day of the last month of each calendar quarter for the ensuing calendar quarter.

- B. Two officers shall be assigned to each car after 11:00 p.m.

Effective May 21, 2002, there shall be two (2) officers assigned and working patrol duties after 11:00 p.m.

- C. In the event that an employee is unable to report to work, that employee shall make a reasonable effort to find a replacement for his/her shift. In the event that a replacement cannot be found, the employee shall notify the Police Department at a designated telephone number as soon as possible, but in no event less than one (1) hour prior to his/her scheduled shift, unless physically unable to do so. When the employee scheduled has unsuccessfully tried to find a replacement for his/her shift, the employee on duty at the time of the call shall make a reasonable effort to find a replacement. The replacement officer, if working the previous shift, will need authorization from the supervisor before working on an overtime basis.

- D. The current shifts are:

- A. 8:00 a.m. to 6:00 p.m. - Monday to Saturday
- A1. 6:00 a.m. to 4:00 p.m. - Monday to Friday
- B. 6:00 p.m. to 11:00 p.m. - Monday to Thursday
- B1. 4:00 p.m. to 11:00 p.m. - Monday to Thursday
- C. 6:00 p.m. to 3:00 a.m. - Friday to Saturday
- D. 7:00 a.m. to 3:00 p.m. - Sundays and Holidays
- E. 3:00 p.m. to 11:00 p.m. - Sunday and Holidays
- F. Court 7:00 p.m. or 8:00 p.m. to closing Mondays

Before changing the above shifts, the Town will notify the PBA in writing and the Town will, within fifteen (15) business days after the written notice, meet with the PBA to discuss the proposed changes, but agreement need not be reached. In the event of a change, the Town will make its best efforts, which shall be reasonable under the circumstances as they exist at that time, to preserve the integrity of the above shifts.

5.4 Shift Scheduling

- A. All shift scheduling shall be on the basis of seniority.
- B. An employee shall be permitted to switch his/her work schedule with another employee upon notice to the Supervisor, if the switch does not involve the payment of overtime, unless approved by the supervisor.

5.5 Subcontracting

Work currently performed exclusively by members of the PBA may be subcontracted or reassigned to outside groups only after representatives of the Town have met with representatives of the PBA and come to an agreement to do so. In general, this action will be taken when qualified PBA members are not available for duty, when PBA members are on regularly scheduled duty hours, or when extra manpower is needed over and beyond what the PBA can supply. Compensation for these extra duties will be at regular rate; overtime rates will not apply.

Specific duties included in the above include, but are not limited to:

- A. Regularly scheduled patrols.
- B. Assignment to special Town or community functions.
- C. Leadership of training sessions in a subject or skill in which a PBA member is certified as an instructor.
- D. Conducting school safety and health programs as requested by the school district. This paragraph (5.5) shall not apply to any work performed by the New York State Police.

ARTICLE 6

OVERTIME AND CALL IN PAY

6.1 Overtime Payment and Compensation

Work in excess of the scheduled work day, or forty (40) hours in any work week, shall be considered overtime and paid at the rate of time and one-half times (1.5X) the employee's applicable hourly rate of pay. Overtime must be directed in advance or approved after the fact by the supervisor. If overtime is denied, the employee retains the right to file a grievance.

6.2 Call in Pay

- A. Any employee who is called in and reports to work when not regularly scheduled shall be guaranteed a minimum of four (4) hours of pay at his/her regular rate, unless such time qualifies as overtime as set forth above. This guarantee does not apply to an employee who is called in early for a regular shift.
- B. This guarantee shall also apply to an employee who is called in on a Holiday, as enumerated in Article 7 - Holidays and Payment. However, the employee shall be paid overtime as set forth in that Article.

ARTICLE 7

HOLIDAYS AND PAYMENT

7.1 Holidays

All Holidays listed below shall be celebrated on the actual day of that Holiday, unless otherwise noted:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday *
3. Presidents' Day
4. Easter Sunday
5. Memorial Day *
6. Independence Day
7. Labor Day *
8. Columbus Day*
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day

* This Holiday shall be celebrated on the day recognized by the Federal government.

7.2 Holiday Payment

An employee who works on a Holiday listed above, or any part thereof, shall be paid at one and one-half times (1.5X) his/her hourly rate of pay.

ARTICLE 8

UNIFORMS AND EQUIPMENT

8.1 Uniforms and Equipment

Upon hire, an employee shall receive a required uniform and equipment at no cost to the employee. In the event that the Town requires additional or different uniforms at a later date, the Town shall provide those articles at no cost to the employee. The Town shall replace all uniforms and equipment destroyed or damaged in the line of duty, or on a normal wear and tear basis, at no cost to the employee. The Town shall replace each employee's body armor (bullet proof vest) every five (5) years from the date of issuance, or prior to its expiration date, as determined by the body armor's manufacturer.

Effective May 21, 2002, upon hire, an employee shall receive a required uniform and equipment as set forth in Appendix "A", attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Town requires additional or different uniforms and/or equipment as set forth in Appendix "A", the Town shall provide those articles at no cost to the employee. Thereafter, those articles shall become a part of Appendix "A". The Town shall replace all uniforms and equipment destroyed or damaged in the line of duty or on a normal wear and tear basis at no cost to the employee. The Town shall replace each employee's body armor (bullet proof vest) pursuant to the manufacturer's specifications.

8.2 Uniform Cleaning Allowance

Each employee shall receive a uniform cleaning allowance based on the hours worked during the preceding calendar year according to the following schedule:

<u>Hours Worked</u>	<u>Maximum Allowance</u>
1 - 199	\$100.00
200 - 399	\$150.00
400 - 599	\$200.00
600 - 799	\$250.00
800 or more	\$300.00

The Town will reimburse the employee up to the maximum allowance for the actual expenditures of cleaning uniforms. Such reimbursement will be made monthly upon the presentation of vouchers from an established cleaner or laundry which reflect the extent and amount of actual cleaning expenses. The vouchers shall legibly describe what was cleaned and the cost of the service. After review of said vouchers by the supervisor of the Department, reimbursement will be paid monthly. At its option, the Town may designate a single dry cleaner or laundry, or a select few of these establishments, for uniform cleaning purposes.

During the first (1st) year of employment in the Town of Lewisboro, the cleaning allowance will be based on the actual hours worked after being hired.

ARTICLE 9

RETIREMENT PLAN

The Town shall adopt and implement the non-contributory retirement plan under Section 384-d of the New York State and Local Police and Fire Retirement System.

ARTICLE 10

SENIORITY

Seniority shall commence on the date of hire with the Town of Lewisboro Police Department.

In the event of a layoff(s) during any fiscal year, of part-time employees, that employee(s) shall only be laid off in the inverse order of seniority, which shall be their date of hire with the Town of Lewisboro Police Department. In the event any of the affected position(s) are to be filled by the Town at a later date, each employee shall be recalled back to work in the same manner he/she was laid off (last first and so on).

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Definitions

As used herein, the following terms shall have the following meanings:

- A. "Grievant" shall mean an employee, group of employees or the PBA alleging to have a grievance.
- B. "Grievance" shall mean any alleged violation, misinterpretation or inequitable application of a specific provision of the collective bargaining agreement.
- C. "Business Day" shall mean Monday through Friday, excluding Holidays.

11.2 Procedure

Each Grievant shall have the right to present a grievance in accordance with the procedure provided herein and shall have the right to be represented by the PBA at all stages of the grievance procedure.

Step 1: Supervisor

A Grievant shall present the grievance, in writing, to the supervisor within ninety (90) days of the act or occurrence which is the subject of the grievance. The supervisor shall forthwith, upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussion with the Grievant. The supervisor shall issue a written decision to the Grievant by the end of the tenth (10th) business day after receipt of the grievance.

Step 2: Town Supervisor

If the Grievant is unsatisfied with the decision at Step 1, such party shall, within ten (10) business days of receipt of such decision, forward the grievance and the supervisor's reply to the Town Supervisor for review and decision. The Town Supervisor shall, within ten (10) business days of receipt of the grievance, render a written decision.

Step 3: Town Board

If the Grievant is unsatisfied with the decision at Step 2, such party shall, within ten (10) business days of receipt of such decision, forward the grievance, the supervisor's reply and the Town Supervisor's decision to the Town Board for review and decision. The Town Board shall, within thirty (30) business days of receipt of the grievance, render a written decision.

Step 4: Arbitration

In the event the PBA wishes to appeal the decision at Step 3, such party may submit a demand for arbitration to the New York State Public Employment Relations Board (PERB) within thirty (30) days after receipt of the sStep 3 decision. The arbitrator's award shall be final and binding on both parties. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 12

GENERAL PROVISIONS

12.1 Personal Vehicle Usage

An employee required and authorized to use his/her personal car for Town use shall be reimbursed, via separate check, at the Internal Revenue Service (IRS) approved rate per mile.

12.2 Personnel File

An employee shall be entitled to review his/her personnel file in the presence of the supervisor, Town personnel officer, or Town Supervisor. He/she is entitled to a copy of any document before it is placed in the file and may place a written response to that document before it is placed in the file. The placement of a document in an employee's personnel file shall not be the subject of a grievance.

ARTICLE 13

HOURLY RATES OF PAY

13.1 Effective with the dates set forth below, the hourly rates shall be as follows:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
1	Starting	\$16.30	\$16.95	\$18.85	\$19.60	\$20.38
2	Starting 2 nd Year	\$18.39	\$19.13	\$20.35	\$21.16	\$22.01
3	Starting 3 rd Year	\$20.70	\$21.53	\$22.10	\$22.98	\$23.90
4	Starting 4 th Year	---	---	\$23.85	\$24.80	\$25.79
5	Starting 5 th Year	---	---	\$25.35	\$26.36	\$27.41
	Sergeant(s) *	\$22.77	\$23.68	\$27.89	\$29.00	\$30.15

* The Sergeant(s) shall be paid a differential of 10% above Step 3 as of 1/1/00 and 10% above Step 5 as of 1/1/02.

13.2 Longevity

A fifty cents (\$0.50) per hour longevity award above the rate shown for Step 3 shall be paid at the end of five (5) years [the beginning of the sixth (6th) year].

A one dollar and twenty-five cents (\$1.25) per hour longevity award above the rate shown for Step 3 shall be paid at the end of ten (10) years [the beginning of the eleventh (11th) year].

Effective January 1, 2002, the above paragraphs shall be deleted. All employees in the beginning of their 6th or 11th years of service shall be paid at the Step 5 hourly rate of pay.

13.3 Training

The training rate shall be paid at eighty percent (80%) of the employee's regular hourly rate of pay, excluding new recruits, who will be paid at sixty percent (60%) of Step 1 of the salary scale for the duration of their training. Overtime will not be paid for training.

Effective January 1, 2000, an employee who is not certified and attending the Municipal Police Training Council (MPTC) academy shall be paid at eighty-five percent (85%) of the Step 1 - Starting hourly rate of pay, without overtime being paid.

Effective January 1, 2002, all in-service training (i.e., firearms, etc.) shall be paid at the employee's hourly rate of pay, without overtime being paid.

ARTICLE 14

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

The parties acknowledge and agree that the provisions of General Municipal Law Section 207-c apply to part-time police officers. For the purpose of applying payment of General Municipal Law Section 207-c to part-time police officers, "regular salary or wages" shall be calculated by multiplying the employee's hourly rate, times the average number of hours worked per week by the employee during the one (1) year (52 week) period immediately preceding the performance of duty injury or illness.

ARTICLE 15

SEPARABILITY

In the event that any provision of the collective bargaining agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any other provisions of this Agreement, it being the express intent of the parties hereto that all provisions of this Agreement, not declared invalid shall remain in full force and effect. In that event, the parties shall meet and negotiate the impact of the provision(s) of this Agreement that was declared invalid.

ARTICLE 16

MANDATED PROVISIONS OF LAW

"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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 17

DURATION

This Agreement shall be effective from January 1, 2000 through December 31, 2004.

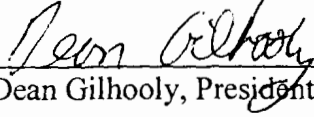
In the event this Agreement expires, and there has been no successor Agreement negotiated nor compulsory interest arbitration award rendered, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or a compulsory interest arbitration award alters any of the terms and conditions of employment.

FOR THE TOWN OF LEWISBORO


By: Thomas D. Herzog, Supervisor

10/16/02
Date

FOR THE TOWN OF LEWISBORO
POLICE BENEVOLENT ASSOCIATION


By: Dean Gilhooly, President

8/30/02
Date

APPENDIX "A"

Uniforms and Equipment

All employees shall be provided, at the Town's expense, initial uniforms and equipment, which, by agreement, shall consist of the following minimum items:

- 2 pair of pants (all season wear)
- 2 long sleeve shirts
- 3 short sleeve shirts
- 1 tie
- 1 tie clasp
- 2 turtlenecks
- 1 summer jacket
- 1 winter jacket
- 1 raincoat
- 1 hat
- 1 raincover for hat
- 1 pair of shoes or boots
- 1 Garrison belt
- 1 bulletproof vest (to be replaced pursuant to manufacturer's minimum specifications)
- 2 shields
- 14 Town of Lewisboro PD patches
- 1 name tag
- 2 sets of collar brass
- 1 weapon and gun belt
- 1 holster
- 1 ammo case (double magazine capacity)
- 2 spare ammo magazines (sufficient ammunition for maximum capacity of issued weapon and spare magazines)
- 1 handcuff case
- 1 pair of handcuffs with keys
- 4 belt keepers
- 1 baton holder
- 1 ASP baton
- 1 radio holder
- 1 key strap
- 1 hash mark (for every 3 years of service)

All employees shall receive additional uniforms and equipment, as required and determined by the Town, at no cost to employees. Any and all such additional uniforms or equipment, as required and determined by the Town, shall become part of this minimum list for issue to existing and new employees.

Any uniform or equipment not previously issued in accordance with this list shall be provided to each employee.

It is agreed and understood that the type, fashion and style of the uniform shall be at the sole discretion of the Town.