



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Plattekill, Town of and Plattekill Police Benevolent Association (PBA) (2000)**

Employer Name: **Plattekill, Town of**

Union: **Plattekill Police Benevolent Association (PBA)**

Local:

Effective Date: **01/01/00**

Expiration Date: **12/31/03**

PERB ID Number: **8141**

Unit Size: **12**

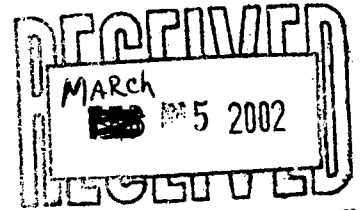
Number of Pages: **21**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8141_12312003

Plattekill, Town Of And Plattekill
Police Benevolent Assn



TO / ~~STO~~ ^{BEO}
POL

AGREEMENT

BY

THE TOWN OF PLATTEKILL

AND

THE TOWN OF PLATTEKILL

POLICE BENEVOLENT ASSOCIATION, INC.

January 1, 2000 to December 31, 2003

RECEIVED

NOV 07 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Plattekill 2001-2003 Agr

TABLE OF CONTENTS

Preamble	1
Article 1 - Recognition and Application of Contract.....	1
1.1 Collective Bargaining Unit	1
1.2 Application of Contract.....	1
1.3 Definitions.....	1
Article 2 - Obligation of the PBA.....	2
2.1.....	2
Article 3 - Collection of Dues and Agency Shop Fee Deduction	2
3.1 Membership Dues	2
3.2 Agency Shop Fee Deduction.....	2
Article 4 - Rights and Responsibilities	2
4.1 PBA Officers.....	2
4.2 PBA Bulletin Board	3
4.3 PBA Time	3
4.4 Discrimination.....	3
4.5 Labor/Management	3
Article 4B - PBA Rights and Responsibilities of Employer	3
4B.1	3
4B.2	3
4B.3	4
Article 5 - Workday, Workweek, Work Schedule and Shift Assignment	4
5.1 Workday.....	4
5.2 Work Week	4
5.3 Work Schedule.....	4
5.4 Shift Assignment.....	5
Article 6 - Overtime and Call In Pay.....	5
6.1 Overtime Payment and Compensation.....	5
6.2 Call In Pay.....	5
Article 7 - Holidays	6
7.1 Holidays	6
Article 8 - Uniforms and Equipment.....	6
8.1 Initial Uniforms and Equipment	6

8.2 Personal Property	7
Article 9 - Retirement	7
9.1 Plan	7
Article 10 - Seniority.....	7
10.1 Date of Hire.....	7
Article 11 - Disciplinary Procedure.....	8
11.1 Reports of Accusations.....	8
11.2 Disposition by Chief.....	8
11.3 Disposition by Town Board.....	10
Article 12 - Grievance Procedure	12
12.1 Definitions.....	12
12.2 General	12
12.3 Procedure	13
Article 13 - General Provisions.....	14
13.1 Collective Bargaining Agreement.....	14
13.2 Personal Vehicle Usage	14
13.3 Personnel File.....	14
Article 14 - Rates of Pay	15
14.1 Hourly Rates of Pay	15
Article 15 - Separability.....	15
15.1.....	15
Article 16 - Mandated Provisions of Law	16
Article 17 - Duration.....	16
17.1.....	16
17.2.....	16
Schedule "A".....	17
Uniforms and Equipment.....	17
Schedule "B".....	18
Uniforms and Equipment (Available for General Use).....	18

PREAMBLE

This labor agreement made and entered into this ___ day of _____, 200~~7~~, by the Town of Plattekill, P.O. Box 45, Ulster County, New York 12548 (hereinafter referred to as "Town") and the Town of Plattekill Police Benevolent Association, Inc., P.O. Box 433, Clintondale, New York 12515-0433 (hereinafter referred to as "PBA").

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperative relationship between the Town and its officers in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees' Fair Employment Act.

ARTICLE 1

RECOGNITION AND APPLICATION OF CONTRACT

1.1 Collective Bargaining Unit

The Town recognizes the PBA as the sole and exclusive bargaining agent and representative for all police officers with Municipal Police Training Counsel certification (MPTC), excluding the Chief of Police.

1.2 Application of Contract

This contract shall apply to all police officers within the bargaining unit as defined in Section 1.1 above.

1.3 Definitions

Definitions - as used herein, the following terms shall have the following meaning:

1. "Town" - shall mean the Town of Plattekill
2. "PBA" - shall mean the Town of Plattekill Police Benevolent Association, Inc.
3. "Officers" - shall mean any person or persons covered by the terms of this collective bargaining agreement.
4. "Chief" - shall mean the Chief of Police or Town's designee.

ARTICLE 2

OBLIGATION OF THE PBA

2.1 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.

ARTICLE 3

COLLECTION OF DUES AND AGENCY SHOP FEE DEDUCTION

3.1 Membership Dues

Upon written authorization of the officers concerned, and unless said officers subsequently revokes such written authorization, the Town shall deduct membership dues from the officer's payroll check in the amount specified in the written authorization. The amounts so deducted shall be forwarded to the PBA within five (5) business days after said deduction was made as long as there was a sufficient payroll from which to deduct.

3.2 Agency Shop Fee Deduction

The Town agrees to deduct each and every month, as long as there was a sufficient payroll from which to deduct, from the wages of an officer who is not a member of the PBA, but who is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA. The amounts so deducted shall be forwarded to the PBA within five (5) business days after said deduction was made.

ARTICLE 4

PBA RIGHTS AND RESPONSIBILITIES

4.1 PBA Officers

The PBA shall forward the Town a list of the names and titles of its officers and representatives plus changes as they occur. The Town will not be liable in dealing in good faith with former PBA officers or representatives prior to receipt of notice of change of PBA officers or representatives.

4.2 PBA Bulletin Board

There shall be a designated bulletin board, or a reasonable section thereof, 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 date of removal and be removed promptly when they have served their purpose.

4.3 PBA Time

The PBA President may be granted time off, while on duty, without pay, with the approval of the Chief, to attend, administer or represent an officer(s) or PBA at all stages of the Grievance Procedure, Disciplinary Proceedings, Negotiations, Improper Practice Charge Conferences or Hearings as well as attending any Labor/Management conference with the Town concerning this contract.

4.4 Discrimination

No officers 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.

4.5 Labor/Management

Authorized spokespersons for the Town and PBA shall meet at the request of either party to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor and Town Board or PBA President or their designated representative, as the case may be, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement.

Any agreement or understanding reached between the parties, shall be reduced to writing and signed by an authorized representative of each party.

ARTICLE 4B

RIGHTS AND RESPONSIBILITIES OF EMPLOYER

4B.1 It is understood and agreed that the Town retains all of the authority, rights and responsibilities possessed by the Town over the police officers, under applicable laws and regulations, subsequent amendatory legislation.

4B.2 The PBA members recognize that the management of the Department, the control of the properties, and the maintenance of order and efficiency are sole responsibilities of the Town.

4B.3 Any and all rights, powers and authority the Town had prior to entering this agreement are retained, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

ARTICLE 5

WORKDAY, WORK WEEK, WORK SCHEDULE AND SHIFT ASSIGNMENT

5.1 Workday

The workday for officers shall not be scheduled for more than eight (8) hours or less than four (4) hours, which does not include call-in work.

5.2 Work Week

The workweek shall commence at 12:01 a.m. on Wednesday and end at 12:00 p.m. the following Tuesday.

5.3 Work Schedule

Officers shall submit their availability, in writing, to the Chief, for the upcoming calendar month, no later than the 15th day of each month. The work schedule shall be posted no later than the 22nd day of each month for the ensuing month absent extenuating circumstances. The Town shall utilize its best efforts in insuring timely posting.

An officer shall not be required to provide a minimum number of hours but only their availability of a minimum of thirty-six (36) hours per month, within the department's hours of coverage. Effective October 1, 2001, an officer shall not be required to provide a minimum number of hours, but only their availability of a minimum of forty-two (42) hours per month, within the department's hours of coverage. This increased minimum availability shall remain in effect based on one hundred and twenty (120) coverage hours per week. In the event the Employer provides only one hundred and fourteen (114) coverage hours per week, the minimum availability shall be go back to thirty-six (36) hours per month.

In the event an officer is unable to report to work, the officer shall notify the Department as soon as possible, but in no event less than twenty-four (24) hours prior to their scheduled shift, except for events which shall include but not limited to primary employment, family illness, and other similar circumstances which may be required to be documented by the Department. Effective October 1, 2001 and in the event an officer is unable to report to work, the officer shall notify the Department as soon as possible, but in no event less than forty-eight (48) hours prior to their scheduled shift, except for events which shall include but not limited to primary employment, family illness, and other similar circumstances which may be required to be documented by the Department.

In the event an officer fails to provide the minimum availability as required, and thereafter, following notice of such neglect served by mail prior to the first (1st) day of the subsequent month, again fails to provide such availability unless excused by the Chief, the Town may terminate such officer's employment. At least 15 days prior to such termination, the Town shall serve a notice by certified mail, advising the officer of the opportunity to request a hearing pursuant to Article 12 of this Agreement commencing with Step 2. Such request shall be in writing.

5.4 Shift Assignment

All shift assignments shall be assigned in an equitable basis.

An officer shall be permitted to switch their work schedule with another officer only with the consent of the Chief. No switches will be permitted which would require payment of overtime.

ARTICLE 6

OVERTIME AND CALL IN PAY

6.1 Overtime Payment and Compensation

Work in excess of forty (40) hours in any workweek, shall be considered overtime.

Overtime shall be authorized whenever practical, in advance, by the Chief, unless there is an emergency situation rendering it necessary.

The Town agrees to pay overtime to all unit members at the rate of one and one half (1 1/2) times the officer's applicable hourly rate. Overtime shall be calculated and paid in one-quarter (1/4) hour increments as follows:

- 1 through 15 minutes - one-quarter (1/4) hour
- 16 through 30 minutes - one-half (1/2) hour
- 31 through 45 minutes - three-quarter (3/4) hour
- 46 through 60 minutes - one (1) hour

6.2 Call in Pay

Any officer who is called in and reports to work when not regularly scheduled to work shall be guaranteed a minimum of two (2) hours of pay to be compensated at the regular rate of pay. Effective January 1, 2002, any officer who appears for court in connection with police related matters, when not scheduled on patrol duties, shall be guaranteed a minimum of two (2) hours of pay, to be compensated at the employee's hourly rate of pay.

This guarantee shall also apply to officers on a holiday enumerated in Article 7 - Holidays, for the appropriate Holiday wage.

ARTICLE 7

HOLIDAYS

7.1 Holidays

All Holidays enumerated herein shall be celebrated on the actual day of that Holiday, unless stated otherwise herein, at time and one-half (1 ½) rate of pay:

2000

1. Independence Day
2. Christmas Day
3. Memorial Day (on day nationally observed)
4. Thanksgiving Day
5. New Year's Day

2001

1. Independence Day
2. Christmas Day
3. Memorial Day (on day nationally observed)
4. Thanksgiving Day
5. New Year's Day

2002

1. Independence Day
2. Christmas Day
3. Memorial Day (on day nationally observed)
4. Thanksgiving Day
5. New Year's Day
6. Labor Day

2003

1. Independence Day
2. Christmas Day
3. Memorial Day (on day nationally observed)
4. Thanksgiving Day
5. New Year's Day
6. Labor Day
7. President's Day

ARTICLE 8

UNIFORMS AND EQUIPMENT

8.1 Initial Uniforms and Equipment

Upon hire, all officers shall purchase the required uniforms as set forth in Schedule "A" attached hereto and made a part of this agreement, except weapon, holster and bulletproof vest, at the expense of the officer. Reimbursement for uniform(s) shall be made by the Town to the officer after one (1) year of service, upon submission of vouchers and receipts. In the event the Town or Chief require additional uniforms and/or equipment as set forth in Schedule "A" and/or Schedule "B", the Town shall provide, at no cost to the officer, those articles. Thereafter, those articles shall become part of Schedule "A" and/or Schedule "B". The Town shall replace all uniforms and equipment due to damage occurring in the line of duty.

All officers shall receive an annual reimbursement allowance for maintenance and normal wear and tear-replacement of uniforms as follows:

<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
\$175.00	\$175.00	\$180.00	\$185.00

Effective January 1, 2002, all officers shall receive an annual reimbursement allowance for cleaning and normal wear and tear replacement of uniforms as set forth above. An officer in their first (1st) year shall not be entitled the amounts set forth herein and would be pro-rated for the remaining part of that year. (Example, an officer hired on July 1, 2002 would be entitled to \$92.50 for the rest of 2003 and the full amount on January 1, 2004.)

All reimbursements to be made five (5) business days after audit of proper voucher by the Town.

8.2 Personal Property

In the event an officer suffers a loss of any personal property while on duty, they shall be reimbursed up to a maximum of \$100.00 for each occurrence. Such reimbursement is conditioned upon the loss being reported prior to coming off duty as well as a proper voucher being submitted within thirty (30) days.

ARTICLE 9

RETIREMENT

9.1 Plan

The Town shall adopt and implement the non-contributory retirement plan (20 years) under Section 375-c of the New York State Policemen's and Firemen's Retirement System.

ARTICLE 10

SENIORITY

10.1 Date of Hire

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

In the absence of other objective criteria, seniority shall be applicable in the availability of call-in and overtime.

ARTICLE 11

DISCIPLINARY PROCEDURE

The Town shall provide the Disciplinary Procedure as set forth in §75 of the New York State Civil Service Law to all officers who are the subject of Disciplinary Charge(s). The Town may offer the officer the option of utilizing the alternative Disciplinary Procedure set forth herein.

11.1 Reports of Accusations: Whenever any person makes accusations or information is received that an officer has violated any rule, regulation or order of the Department, the Chief shall be notified.

11.2 Disposition by the Chief: The Chief may dispose of the matter by:

A. A determination that no action is warranted and that the matter is closed. The Chief will so inform the accused member, in writing, and thereafter, shall forward the complete report together with his final adjudication to the Town Board; or

B. A determination that in his judgment the penalties which he can impose as Chief would not be adequate punishment for any violation of the Rules and Regulations as reported to him. Upon such determinations, the Chief shall forward the complete report to the Town Board; or

C. A determination that, in his judgment, the penalties which he can impose as Chief will be adequate punishment for any violation of the Rules and Regulations as reported to him if proven. Upon such determination, the Chief shall proceed as follows:

1. The Chief shall cause the accused member to appear before him, advising the member of his right to be represented, if desired, and shall inform him of the following:

- a) The Chief's decision to dispose of the matter.
- b) The penalties that the Chief can impose upon a finding of guilty, which penalties shall be limited to:
 - (1) a letter of censure or reprimand and/or
 - (2) a fine to be expressed by removal from the schedule for no more than eight (8) hours.
 - (3) an adjournment of the matter for a period not exceeding ninety (90) days. It is understood that the total combined time from when the Administration became aware of the matter and the end of the adjournment period will not exceed 110 days. The adjournment must

be for a definite period of time and must include: conditions to be met and the proposed action that will be taken if those conditions are not met. At the end of the adjournment period, if all conditions have been met, the member will be notified, in writing, that the matter is dismissed. If the member has not met the conditions of the adjournment, he will be advised, in writing, and the previously proposed action will be instituted.

- (c) The Member's right to an "Informal Inquiry", to be conducted by the Chief resulting in an adjudication of both the question of guilt and the penalty, if any, to be imposed.
- (d) The Chief's proposed penalty, if the member is found guilty of the alleged violation.
- (e) That if the member desires "Informal Inquiry" and adjudication by the Chief, the Member must execute, in writing, his consent to have the matter adjudicated by the Chief and, if determined to be guilty, his willingness to accept the punishment proposed by the Chief.

2. If the accused member does not desire "Informal Inquiry" and adjudication by the Chief or does not execute, in writing, such consent, the Chief may forward the completed report to the Town Board.

3. Upon the execution of such consent by the accused member, the Chief shall conduct an "Informal Inquiry", after which he shall make a final adjudication to include a finding of any violation of the Rules and Regulations sustained and if none is proven the Chief shall so find, the matter will be closed and the accused member shall be so advised in writing. Upon a finding that a member in violation of the Rules and Regulations, the Chief can impose the penalty previously explained to the member, and will so advise the accused member. The Chief shall forward a complete report to the Town Board.

4. One year after an "Informal Inquiry" has been conducted by the Chief, the member may request of the Chief, in writing, that any documentation related to that "Informal Inquiry" be removed from his personnel file. Within five (5) days, the Chief will approve or deny the request, in writing. If approved, all documentation will be given to the member for destruction, if denied, the member may appeal within five (5) days to the Town Board. Upon receipt of an appeal the Town Board will make a determination within thirty (30) days and advise the member and Chief of his decision in writing. If the Town Board rules that the items should be removed, they will direct the Chief to turn the documentation over to the member for destruction. If denied, they will advise the member and Chief, in writing, and the documents will remain in file until the automatic purge date as indicated below.

5. Eighteen (18) months after documentation resulting from an "Informal Inquiry" handled by the Chief is placed in a member's personnel file, it will be automatically purged and turned over to the Member for destruction provided:

- (a) During the eighteen (18) month period, the member has not been found guilty of any other disciplinary charges, and
- (b) No disciplinary charges are then currently pending against the member.

6. A member shall have the right to appeal the determination of an "Informal Inquiry" only if new evidence, not available or considered at the time of the original determination is developed that would serve to mitigate the actions of the member involved.

11.3 Disposition by the Town Board

When the Town Board receives a report from the Chief involving accusations against a member that does not contain a final adjudication by the Chief, the Town Board may dispose of the matter by:

A. A determination that no action is warranted and that the matter is closed. The Chief and the accused member will be so informed, in writing; or

B. A determination that the allowable action by the Chief is insufficient.

1. The Town may offer and the officer may then elect to either accept punishment from the Town Board or as stated herein, Section 12.3 B 1 a & b or to go before a neutral Hearing Officer pursuant to Section 12.3 C below, in lieu of going to a hearing under Section 75 of the Civil Service Law.

(a) Removal from the schedule for a period not to exceed 12 hours.

(b) The officer will be advised by the Town Board of the number of days, prior to electing to accept such punishment.

C. A determination that "Formal Disciplinary Charges" will be preferred by the Chief against the member and that such disciplinary procedure shall be in accordance with Article V, Title B, Section 75 of the Civil Service Law of the State of New York.

1. Penalties and Procedures provided by such statute will apply.

2. The Town waives its right to hear these charges or appoint a Hearing Officer and both parties hereby agree that a neutral Hearing Officer shall hear the charges and determine the penalty.

3. The Hearing Officer shall be chosen from a list of names mutually agreed upon between the parties, to serve as neutrals, on a rotating basis. A Hearing Officer listed may be replaced upon mutual consent of the parties.

4. The Board agrees to abide with the recommended penalty of the hearing officer, unless the Board finds the penalty excessive and chooses to impose a lesser penalty permitted by statute.

5. Time on suspension without pay, not to exceed 30 calendar days, pending determination of such charges will be counted in any adjudication of such charges. A member found "Not Guilty" of the charges shall be reimbursed for all salary lost during the period of the suspension. Lost wages which directly result from procedural delays requested by the accused member will not be reimbursed.

6. The cost of the stenographer and transcripts of the hearing shall be borne by the Town.

D. Limitations

1. No disciplinary charge may be preferred against an officer if the Board or Administration has knowledge of the alleged act or conduct more than eighteen (18) months prior to the date the officer is notified that disciplinary action is proposed, unless the alleged action conduct would, if proven, constitute a crime under any provision of the New York State Law.

2. The procedure as set forth in Article 12 of this contract shall be the exclusive remedies for disciplinary action.

3. It is understood and agreed that if the Administration has any reason to orally reprimand an officer, it shall be done in a manner that will not unduly embarrass the officer before other officers or the public, and that all discipline shall be applied in a progressive manner.

E. It shall be the duty of each officer to cooperate fully and completely with an investigation of the proper performance of the officer's duties or of any complaints made against the officer. For the purpose of this Agreement, "complaint" shall mean a general expression of concern and "investigation" shall mean an examination of facts which may result in disciplinary action.

F. Each officer shall be entitled to the following rights and privileges relative to an investigation:

1. The officer shall not be interrogated relative to any specific charge unless the officer is advised of the nature and source of the charge, and whether the officer is being interrogated as a witness or as a subject of a possible disciplinary action.

2. In the event an officer is the subject of possible disciplinary action, the officer shall not be disciplined for failure to answer any questions unless the officer is afforded a reasonable opportunity to consult an attorney and/or union representative.

3. All interrogations relative to complaints shall be conducted in a reasonable manner.

4. The officer shall be advised of the termination and outcome of any disciplinary investigation against him.

5. The officer shall be entitled to respond to the investigating authority to any complaint made against him and shall be given opportunity to do so regardless of whether disciplinary action is taken.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Definitions

Definition: As used herein, the following terms shall have the following meaning:

A. "Grievant" - shall mean an officer, group of officers, or the PBA acting on behalf of same, alleging to have a grievance.

B. "Grievance" - shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

C. "Business day" - shall mean Monday through Friday, excluding Holidays.

12.2 General

A. Each Grievant shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.

B. The grievance shall be submitted to the Chief, in writing. A written response is required of the Chief hereunder and shall be returned to the Grievant involved and/or the PBA for their response. In the event the written response is unsatisfactory from the Chief, the grievance shall be appealed to the Town Board. A written response is required from the Town

Board and shall be returned to the Grievant. In the event the Town Board's written response is unsatisfactory, the grievance may be appealed to arbitration.

C. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this agreement which the Grievant(s) claim(s) to have been violated.

D. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Town and PBA enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

E. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand, but only if it is stated as retroactive in the settlement or award.

F. The grievance and arbitration procedure provided for herein, shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the parties.

G. Failure by the Town or the Grievant to meet the various time requirements specified herein shall result in either advancing or terminating a grievance, as the case may be, unless an extension of time has been mutually agreed upon by both parties.

12.3 Procedure

Step 1: Chief

A Grievant shall present the grievance in writing to the Chief. The Chief shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the Grievant(s). The Chief shall issue a written decision to the Grievant(s) by the end of the tenth (10th) business day after receipt of the grievance.

Step 2: Town Board

If the Grievant(s) is unsatisfied with the decision of the Chief, such party may, within five (5) business days of receipt of such decision, request a hearing by the Town Board who will hear the grievance within thirty (30) business days of such request and render a decision at the next regularly scheduled Board Meeting following the hearing, at least fourteen (14) calendar days but no more than thirty (30) calendar days from the conclusion of such hearing.

Step 3: Arbitration

In the event the Grievant wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Town Supervisor and Town Board within fifteen (15) business days from receipt of the Step 2 decision. The parties shall mutually agree to three (3)

members to be appointed to the arbitration list. The parties reserve the right to mutually agree to name a replacement to the respective list at any time upon written notice of request to change. The panel members shall appear on the list in alphabetical order and shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member who can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to either use the panel member that was scheduled next, or the panel member whose schedule is available on the earliest date possible.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion, which are not essential in reaching the determination.

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 13

GENERAL PROVISIONS

13.1 Collective Bargaining Agreement

The Town agrees to print and furnish each of its officers one (1) copy of this agreement, for which they will sign for as received. New officers shall also be provided a copy of this agreement upon hiring.

13.2 Personal Vehicle Usage

An officer required and authorized by the Chief to use their personal car for Town use, shall be reimbursed, via a separate check, at the Town mileage rate, which is presently \$.25 per mile.

13.3 Personnel File

An officer shall be entitled to review their personnel file, maintained at the Police Department, in the presence of the Chief, upon five (5) business days' notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records, shall be placed into an officer's personnel file until such time as the officer had an opportunity to read same and to provide a response to be filed therewith. An officer shall

be entitled to copies of items therein, not previously provided, at the Town's expense. The officer shall be required to initial and date the items reviewed in a place that shall not cause the item to be illegible. The officer shall have the right to respond to any item intended to be placed into their personnel file that is adverse to them and made a part of the file. The officer maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 12 - Grievance Procedure.

ARTICLE 14

RATES OF PAY

14.1 Hourly Rate of Pay

Effective with the dates as set forth herein, the hourly wage shall be as follows:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/00</u>	<u>7/1/00</u>	<u>1/1/01</u>	<u>7/1/01</u>	<u>1/1/02</u>	<u>7/1/02</u>	<u>1/1/03</u>	<u>7/1/03</u>
1	Start through 6	11.46	11.80	12.15	12.52				
2	Start 7 and Above	11.72	12.07	12.43	12.80				
1	Start through 4					12.90	13.29		
2	Start 5 and Above					13.22	13.65		
1	Start through 3							13.69	14.10
2	Start 4 and Above							14.13	14.63

ARTICLE 15

SEPARABILITY

15.1 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 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 were 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 17

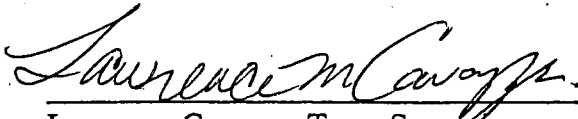
DURATION

17.1 This Agreement shall become effective January 1, 2000 through December 31, 2003.

17.2 In the event this Agreement expires and there has been no successor agreement negotiated or compulsory interest arbitration award written, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or compulsory interest arbitration award alters any of the terms and conditions of employment.

FOR THE TOWN OF PLATTEKILL

FOR THE TOWN OF PLATTEKILL POLICE BENEVOLENT ASSOCIATION, INC.



Lawrence Cavazza, Town Supervisor



Willard Sutton, President

2/22/02

Date

3/4/02

Date

SCHEDULE "A"

UNIFORMS AND EQUIPMENT

- 2 long sleeve shirts
- 2 short sleeve shirts
- 3 pair of all season pants
- 1 clip on tie
- 1 prowler type winter coat
- 1 hat w/shield
- 1 rain cover for hat
- 1 bulletproof vest
- 5 Town of Plattekill patches
- 5 U.S. Flags
- 2 sets of collar brass
- 2 police breast shields
- 1 weapon and holster
- 1 ammo/handcuff case (sufficient ammunition for maximum capacity of weapon)

All unit members shall receive additional uniforms and equipment as required by the Town at no cost to the unit member. Any and all such additional uniforms or equipment required, shall become part of this minimum Schedule "A" or Schedule "B" where appropriate, for issue to existing and new unit members.

SCHEDULE "B"

UNIFORMS AND EQUIPMENT (Available for General Use)

- raincoats - sufficient availability in appropriate sizes
- handcuffs w/key - several available for general usage
- nightstick w/holder - several available for general usage
- flashlight w/batteries - several available for general usage

All unit members shall receive additional uniforms and equipment as required by the Town at no cost to the unit member. Any and all such additional uniforms or equipment required shall become part of this minimum Schedule "A" or Schedule "B" where appropriate, for issue to existing and new unit members.