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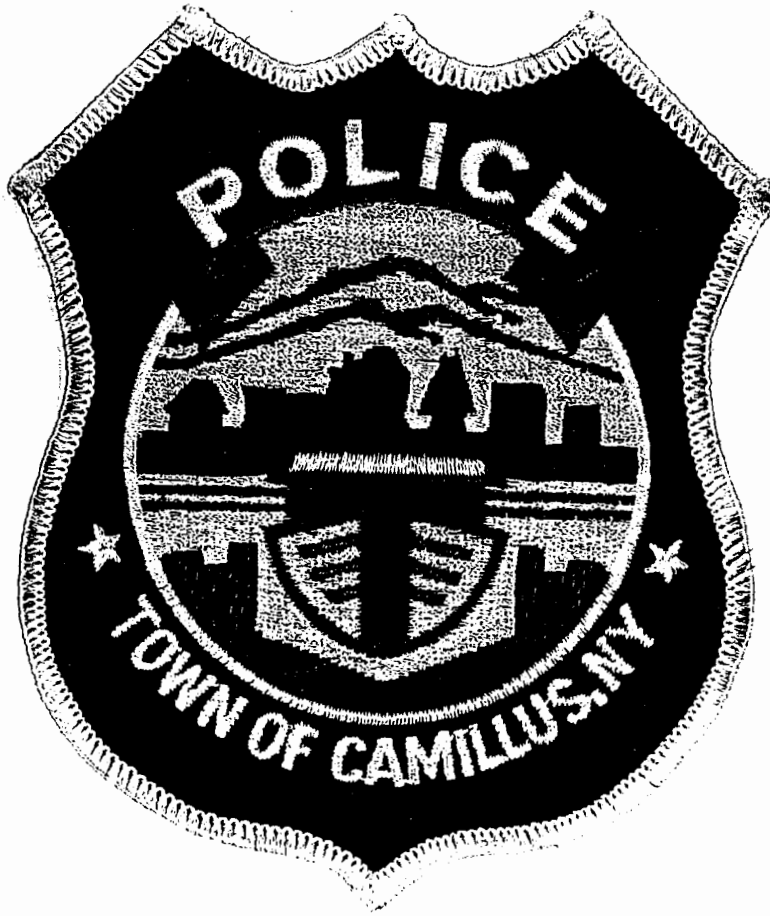
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Costello

POL 7300



LABOR AGREEMENT

BETWEEN

THE TOWN OF CAMILLUS

AND

THE CAMILLUS POLICE BENEVOLENT ASSOCIATION

PERIOD FROM JANUARY 1, 2001 TO DECEMBER 31, 2004

RECEIVED

AUG 29 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 – PREAMBLE

An agreement between the Town of Camillus (hereinafter, the “Town”) and the Town of Camillus Police Benevolent Association (hereinafter, the “Association”).

The Town and the Association recognize the common interest in the public service of the Town of Camillus beyond their collective bargaining relationship and pledge to strive together to insure the highest quality of service to the people of the Town of Camillus, and it is with these goals in mind that they enter into this collective Agreement.

ARTICLE 2- AGREEMENT SCOPE

This Agreement constitutes the entire agreement between the Town and the Association for the period of January 1, 2001 – December 31, 2004.

This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired.

It is the policy of the Town and the Association that the provision of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex.

ARTICLE 3 – ASSOCIATION STATUS

A. Recognition:

The Town hereby recognizes the Association as the exclusive representative for all of the Department in their defined bargaining unit. The bargaining unit shall include all policemen in the following classifications: Patrolman and Sergeant.

It has been agreed that any higher-level position shall be management classified.

The Association is granted unchallenged representation status for the maximum period allowed by law.

B. No Strike Pledge:

The Association affirms that it does not assert the right to strike, nor to assist, nor to participate in any strike, nor does it impose an obligation to conduct, assist, or participate in any such strike.

C. Work Stoppages:

Work stoppages of any type are not supported by the Association.

ARTICLE 4 – TOWN MANAGEMENT

The Association agrees that the Town has complete authority over the policies and administration of the Camillus Police Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement.

ARTICLE 5 – BILL OF RIGHTS

- A. Members of the Camillus Police Department hold a unique status as public officers in that the nature of their office and their duties involve the exercise of a portion of the police power of the State.
- B. The security of the community and its citizens depend to a great extent upon the manner which members perform their manifold duties. The performance of such duties involves those members in all manner of contacts and relationships with the public.
- C. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.
- D. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting individual rights of each member of the force, the following rules of procedure hereby are established:
 - 1. The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours, unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the member's tour of duty shall be employed.
 - 2. The interrogation shall take place at a location designated by the investigating officer.
 - 3. The member of the department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and the identity of all persons present during the interrogation.
 - 4. The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the department being interrogated is a witness only, he shall be so informed.
 - 5. The interrogation shall be completed with reasonable dispatch. Time shall be provided also for personal necessities, meals, phone calls and rest periods, as are reasonably necessary.

6. The member or interrogator shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.
 7. In all cases wherein a member is to be interrogated concerning the alleged violation of the Rules and Regulations of the Department, which, if proven, may result in dismissal from the service or the imposition of other disciplinary punishment upon him, he shall be afforded "a reasonable opportunity" as set forth in Section 75.2 of the Civil Service Law and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association. Such persons may be present during interrogation but may not participate in the interrogation, except to counsel the member.
 8. Requests for consultation and/or representation, or the recording of questioning in administrative investigations shall not be denied unless sufficient reasons are advanced.
 9. The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during questioning shall be noted on the record.
 10. 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 under the United States Constitution.
 11. Under the circumstances described in Paragraph (7), the member shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript, if requested by him.
 12. The refusal by a member of the department to answer pertinent questions concerning any non-criminal matter, may result in disciplinary action; the member shall be afforded "a reasonable opportunity" as defined by Section 75.2 Civil Service Law to consult with and contact an attorney of his own choosing and/or a representative of the Association who may be present as per Section (7) above.
- E. No member shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such test may be given if requested by the member.
- F. No member shall be ordered to or asked to submit to a blood test, a breathalyzer test, or any other test, to determine the percentage of alcohol in the blood for any

reason except as may be provided otherwise by specific statutory law. Such test may be given if requested by the member.

- G. No member of the Camillus Police Department, either Union or Administration, shall make secret recordings of conversations without the knowledge of all parties involved in the conversation, except as authorized by Court Order.

ARTICLE 6 – COMPENSATION RATE

For purposes of identifying, classifying and fixing compensation there for, titles of positions in the Camillus Police Department, which are subject to this Agreement, are Sergeant and Patrolman.

<u>01/01/01-12/31/01</u>		<u>01/01/02-12/31/02</u>	
1 st Year Patrolman	\$ 28,655.17	1 st Year Patrolman	\$ 29,801.38
2 nd Year Patrolman	\$ 35,108.46	2 nd Year Patrolman	\$ 36,512.83
3 rd Year Patrolman	\$ 36,947.66	3 rd Year Patrolman	\$ 38,425.57
4 th Year Patrolman	\$ 38,788.14	4 th Year Patrolman	\$ 40,339.67
5 th Year Patrolman	\$ 40,627.32	5 th Year Patrolman	\$ 42,252.42
Sergeant	\$ 44,915.34	Sergeant	\$ 46,711.95
 <u>01/01/03-12/31/03</u>		 <u>01/01/04-12/31/04</u>	
1 st Year Patrolman	\$ 30,993.43	1 st Year Patrolman	\$ 32,233.17
2 nd Year Patrolman	\$ 37,973.31	2 nd Year Patrolman	\$ 39,492.24
3 rd Year Patrolman	\$ 39,962.59	3 rd Year Patrolman	\$ 41,561.15
4 th Year Patrolman	\$ 41,953.26	4 th Year Patrolman	\$ 43,631.39
5 th Year Patrolman	\$ 43,942.51	5 th Year Patrolman	\$ 45,700.21
Sergeant	\$ 48,580.43	Sergeant	\$ 50,523.64

ARTICLE 7 – UNIFORM ALLOWANCE

The Town shall provide each member with \$ 1,000.00 for a uniform allowance. This allowance must be used to purchase police uniforms and equipment. This allowance will be paid to the member in a separate uniform allowance check. This check shall be issued to each member prior to January 31st of each fiscal year. The Town shall pay for all charges for dry cleaning and repair of uniforms as approved by the Chief of Police.

**ARTICLE 8 – VACATIONS – HOLIDAYS – SICK LEAVE –SICK LEAVE
TRANSFER – FAMILY LEAVE DAYS – MATERNITY –
BEREAVEMENT LEAVE- PERSONAL DAYS – LINE OF DUTY
INJURIES AND/OR ILLNESSES**

- A. Vacations: Each member of the Camillus Police Department shall be entitled to an annual vacation with full pay, determined in the following manner:

1. After six months, up to and including one year of employment: Forty-eight (48) hours off.
2. After one year of employment, up to and including five years of employment: Ninety-six (96) hours off.
3. After five years of employment, up to and including ten years of employment: One-hundred forty four (144) hours off.
4. After ten years of employment, up to and including fifteen years of employment: One-hundred eighty four (184) hours off.
5. After fifteen years of employment: Two-hundred and twenty four (224) hours off.

All vacation time must be taken within the eligible year earned. No accumulation of vacation time may be allowed.

For the purpose of determining vacation entitlement, the member's anniversary date shall be defined as commencing on his/her initial date of hire as a full-time Civil Service Police Officer, which for the purpose of this section shall include pre-Camillus service.

- B. Holidays: Each member shall receive an additional lump sum payment before November 30th equivalent to twelve (12) legal holidays, whether or not such individuals were required to work on such holidays. These holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Day and a Floater Day.
- C. Sick Leave: All members shall earn sick leave days at the rate of eight (8) hours per month of employment, up to the maximum of one thousand and eight hundred (1,800) hours. Each employee shall be entitled to compensation at their current effective rate of compensation for each day. In the event of a qualifying illness, the member shall file a claim for disability benefits and shall assist the Town in presenting such claim for disability benefits. All claim proceeds received by the member shall be deducted from any sick leave payments due under this provision. In no event shall the employee receive more than his/her effective rate of compensation, but, if such occurs, the employee shall reimburse to the town any such overpayment.

All members who are vested and eligible to receive retirement benefits under the terms and conditions of the New York State Police and Fire Retirement Systems will be compensated for accumulated sick leave days as follows:

Upon retirement from the Camillus Police Department, each member shall be entitled to compensation at his then current rate of compensation, for two-hundred and forty (240) accumulated sick leave hours, or the balance of accumulated sick leave days if that total is less than two-hundred and forty (240) hours. Compensation shall be paid by the Town to the member in a lump sum payment included in the member's final paycheck.

- D. Sick Leave Transfer: Each member of the Camillus Police Department, at his/her option, may transfer sick leave hours from his/her own sick leave balance to another members sick leave balance. The member who is receiving the transfer of sick leave must have a current sick leave balance of eighty hours (80) or less in order to be eligible for said transfer.
- E. Family Leave Days: Members of the Camillus Police Department shall be entitled to convert and use, on an annual basis, up to sixty-four (64) hours of their unused sick leave hours for Family sick leave purposes for i.e. child births, illnesses, doctor visits, and the like, where in the discretion of the employee his/her presence is either necessary or would be beneficial to the immediate family member needing his/her assistance, attention and/or companionship. The phrase "immediate family" shall include the spouse, children, parents, mother/father-in-law of said member. These days are not to be used in conjunction with scheduled vacation and must be approved by the Chief of Police or his appointed designee.
- F. Maternity Leave: Any female employee given maternity leave will be entitled to return to her position within six (6) months following the date of birth. This leave may be extended by the Town Board at the request of the Chief of Police.
- G. Bereavement Leave: Each member is entitled to twenty-four (24) hours leave upon the occasion of death of a member of the immediate family of a member of the Association. These twenty-four (24) hours shall be exclusive of the date of death, which shall also be granted. The phrase "immediate family" shall include the spouse, children, son/daughter-in law, grandchildren, parents, grandparents, brother/sister, brother/sister-in-law or mother/father-in-law of said member. Upon the occasion of the death of an uncle/aunt of a member, the member shall be entitled to eight (8) bereavement leave hours.
- H. Personal Days: Each member shall be allowed forty (40) hours of personal leave per year. At the end of each calendar year, unused personal leave shall be converted to sick leave for accumulation purposes.
- I. Line of duty injuries and/or illnesses:

Members injured in the performance of their duties or are taken sick as a result of the performance of their duties shall be entitled to the benefits provided for in section 207-C of the General Municipal Law. All disputes relative to the same shall be resolved pursuant to the Grievance and Arbitration provisions of this agreement, it being understood that the decision of the Arbitrator shall be final and binding in accordance with the rules of the American Arbitration Association.

In addition, members injured in the performance of their duties or taken sick as a result of the performance of their duties not entitled to the benefits provided for in section 207C of the General Municipal Law, shall be paid full salary during any and all periods of incapacity from work by reason of any injury or physical or mental conditions arising out of and in the course of his or her employment with the Town of Camillus for one (1) year from the date of the injury or illness. It is understood and agreed that, by reason

thereof and upon payment of the employee's salary under such circumstances, the Town shall have a lien against that portion of any award made to such employee by the Worker's Compensation Board representing an allowance for the lost time attributable to said employment-related injury of physical or mental condition. The amount of such lien shall be determined by multiplying the weekly rate of compensation paid such member, as determined by the Worker's Compensation Board. However, such lien shall not apply to or be enforceable against any sums paid to on behalf of the members account medical services for treatment of said injuries or condition or to the portion of the award made by the Worker's Compensation and paid to the employee by the reason of any permanent injury and/or disability, whether the same be total or partial or against any death benefit paid to survivors of a deceased member. In the event of a member being injured in the course of Town employment due to a third party's negligence, the Town shall have a lien against any recovery by the member to the extent of the wages paid. By reason of the foregoing, each member will apply for Worker's Compensation in any and all cases where such benefits may be available. Members who have follow-up treatment for doctor's appointments and therapy due to an on-the-job injury, shall be allowed time off without charge to leave credits such as sick, vacation, personal or compensatory leave, with proper medical documentation.

- J. While on leave pursuant to Section 207-C for a total period of 90 days or less, members shall continue to accrue all economic fringe benefits provided by the collective bargaining agreement. After a total of ninety (90) days, the member receiving 207-C benefits shall be entitled to the payment of salary, longevity, contractually mandated health insurance and seniority benefits only.
- K. Any member receiving 207-C benefits shall not engage in any secondary employment.
- L. Leave increments may be taken in increments of one (1) hour.

ARTICLE 9 – WORK SCHEDULE/OVERTIME COMPENSATION

- A. **Work Schedule:** The Camillus Police Department shall continue to maintain the current six (6) days on/three (3) days off work schedule and the same shall not be modified sans negotiations. However, the Association agrees that the Town may modify said schedule, sans negotiations, if the employees will receive (under the new schedule) the same number of days off that they receive under the current six (6) days on/three (3) days off schedule.
- B. **Overtime:** Overtime compensation shall be paid at a rate of one and one-half the regular compensation rate for hours worked in excess of eight (8) hours in any one (1) work day.

In the event that any member is ordered or called to work at a time other than his regularly scheduled hours for any given day, he shall be entitled to a minimum of three (3) hours "recall pay" to be paid at the rate of one and one-half the regular compensation rate. On these occasions, there shall be no "make work" and any additional hours shall be paid at the rate of one and one-half the regular compensation rate. However, if the call

back occurs on a scheduled day off which is also a named holiday, the member shall receive double the regular compensation rate for call back time. Overtime pay will be granted only after authorization of the Chief of Police.

When a member is under subpoena to attend Court and said subpoena is canceled within 24 hours of his appearance time, the member will be compensated one (1) hour of overtime at his regular overtime rate.

- C. Compensatory Time: Members shall be entitled, at their option, compensatory time off in lieu of cash payment for regular hours of overtime worked. Compensatory time will be calculated at time and one-half rate per hour. Members may accrue a rolling maximum balance of eighty (80) hours of compensatory time. Compensatory time off can be used in one (1) hour blocks at the discretion of the employee with approval from the Chief of Police or his appointed designee. Members will give 24-hour notice of the requested use of eight (8) hours or more to the Chief or his designee and will give four (4) hours notice for the use of less than eight (8) hours.
- D. Notice of Transfer: The Chief of Police agrees that in the event a member is transferred, a notice of five (5) calendar days (excluding the date of notification, but including the date of reporting to the new assignment) shall be given, except in the case of an emergency, as determined by the Chief of Police.

A reassignment and/or transfer shall be defined as a change of pass group, watch, work assignment or work shift.

ARTICLE 10 – HOSPITALIZATION AND MEDICAL PLAN DISABILITY INSURANCE AND RETIREE HEALTH INSURANCE

- A. Town Obligations: The Town will provide major medical and hospitalization insurance coverage and benefits for members of the Association and their dependents.

Employees hired before 1/1/01

Employee Obligation: Said coverage shall be at a cost of 10% of the program to all full time members for the contract year 2001. Effective 1/1/02, said coverage shall be at a cost of 15% of the premiums to all full time members hired before 1/1/01.

Employees hired on or after 1/1/01

Employee Obligation: Said coverage shall be at a cost of 20% of the program to all full time members.

In addition, from 1/1/02 through 12/31/04, the Town and members shall share the cost of any health insurance premium increases. The Town will pay fifty percent (50%) of any such premium increase and the members shall pay the remaining fifth (50%) percent of such premium increase.

B. Group Plan In Effect: The Town may change the insurance underwriter or modify the existing group medical insurance plan provided.

1. Any new plan thereafter effectuated, shall provide benefits equal to or superior to those prevailing at the time of such change of carrier or modification of the plan; and
2. There shall be no loss of benefits to any member or participant therein for any cause whatsoever by reason of such change in the insurance carrier or underwriter and/or modification or amendment of the medical and hospital insurance plan and program.

C. Opt Out Of Medical Plan: Any member enrolled in any of the Town's health insurance plans, and who elects to opt out of the plan shall receive a reimbursement according to the following:

1. A member who has individual only coverage and elects to opt out shall be paid the rate of fifty (\$50.00) dollars per month.
2. A member who has family coverage and elects to opt out shall be paid at the rate of one hundred (\$100.00) dollars per month.

A member who elects to opt out of the plan shall be eligible for re-enrollment in the plan upon notification to the Town and shall be subject to any plan enrollment requirements.

Upon re-enrollment into the plan, the employee will cease receiving reimbursement and shall be required to remain in the plan for a minimum of one (1) year to again be eligible for the reimbursement program.

D. Disability Benefits Insurance: The Town shall obtain at its sole cost and expense, statutory disability benefits insurance. Any benefits payable thereby shall be governed by Article 8 C.

E. Retired Members Health Insurance:

Hired before 1/1/01

To the extent allowed by law, the Town of Camillus agrees that members of the Association hired before 1/1/01 who are listed in the attached Schedule A, which is incorporated by reference and made a part hereof as though fully set forth within the Agreement, shall, when eligible, receive retirement health insurance benefits as indicated below.

In order to be eligible, the member must be vested and eligible for retirement benefits under the terms and conditions of the New York State Police and Fire Retirement System at the time of retirement and must have completed ten (10) year of service to the Town of Camillus.

1. The Town of Camillus will pay 100% of the total plan cost for each retired member.

2. The Town of Camillus will pay 50% of the plan costs for any eligible dependent, the remaining 50% of the plan costs will be paid for by the retired member. †
3. Each eligible member will receive the same benefit plan as that received by those who have not retired.
4. In order to be eligible for paid retirement health insurance benefits, the member must make application for retirement benefits while still employed by the Town of Camillus.

To the extent permitted by law, the Town of Camillus further agrees that this clause shall not expire upon the expiration of this or any successor collective bargaining agreement until each of the members identified in Attachment A have all retired or have otherwise separated from the Town of Camillus Police Department.

Hired on or after 1/1/01 †

The Town agrees to pay 80% of the total plan cost for each retired member and 50% of the total plan cost for the member's eligible dependents. In order to be eligible for paid health insurance, the member must make application for retirement benefits while still employed by the Town of Camillus. Each member will receive the same benefit plan as those who have not retired receive.

ARTICLE 11 – GRIEVANCE AND ARBITRATION

- A. **Grievance Defined:** The term “grievance” shall mean any claimed violation of this contract, of applicable laws, rules, procedures, regulations, administrative orders or work rules.
- B. **Grievance Procedure:** Each separate grievance shall be processed and resolved in the following manner.
 1. The grievance shall first be presented in writing by the Association, or a member, to the Chief of Police or his designee, within thirty (30) working days from the time the member and/or the Association should have reasonably known of the alleged violation, and the Chief of Police shall reply to the Association or member, in writing, within ten (10) working days thereafter.
 2. If no reply is received, or if such reply is not satisfactory to the Association or the member, the Association or member shall present within ten (10) working days, such grievance in writing together with a copy of the reply from the Chief of Police, if any, to the Town Supervisor. Within ten (10) working days thereafter, the Town Supervisor shall reply in writing to the Association or the member.
 3. If the grievance remains unresolved and if the grievance involves an alleged violation by the Town of any express provisions of this contract, then the Association may submit the grievance in writing (copy to the Town) within ten (10) working days to the American Arbitration Association for the selection of an arbitrator to resolve the grievance in accordance with its Rules and Regulations. The decision of the arbitrator shall be final and binding on both parties to this contract. The fees and expenses of the arbitrator shall be shared equally by the Town and the Association or aggrieved member.

C. Discharge and Discipline:

1. Applicability: This disciplinary procedure for incompetency or misconduct shall apply to all persons currently subject to Civil Service Law sections 75 and 76 where the member has chosen arbitration in lieu of sections 75 and 76 procedures. If arbitration is not selected, the Civil Service law sections 75 and 76 shall apply.

2. Member Rights

- a. A member shall be entitled to representation by the Association or an attorney at each step of the disciplinary procedure.
- b. No recording device or stenographic or other record shall be used during interrogation unless the employee is advised in advance that a transcript is being made and is, thereafter, supplied a copy of the record.
- c. In all disciplinary proceedings, the member shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Town.
- d. An employee shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

3. Resignation: A member may tender his resignation following the service of a Notice of Discipline. Any such resignation will be processed in accordance with Civil Service Law and Rules, and the member's service terminated. Resignation does not preclude either the filing of a Notice of Discipline or a prosecution of a Notice of Discipline.

4. Limitation: A member shall not be disciplined for acts or omissions, except those, which would constitute a crime, which occurred more than one year prior to the Notice of Discipline, provided that the crime was known or should have reasonable been known at the time of the occurrence. In such case where the crime was not known or reasonably known to have occurred, the one-year period shall be extended to begin from the time of discovery. The member's past record may be considered by the arbitrator in determining the penalty, if any, to be imposed.

D. Investigation: Nothing in this agreement shall prevent or limit the Town's authority to investigate an accident, which may result in service of a Notice of Discipline upon a member. Neither shall the Town be limited with respect to questioning any member concerning events or claims, which might lead to disciplinary action. Subsequent to the service of a Notice of Discipline, direct questioning of the member shall cease.

E. Disciplinary Procedure:

1. Discipline shall be imposed for only incompetency or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice. The Notice served on the member shall contain a description of the acts or omissions alleged to be evidence of misconduct or incompetency, including reference to dates, times and places.

2. Where the Town, or its designee, seeks as a penalty an imposition of suspension without pay, a fine, demotion, or dismissal from service, notice of such proposed discipline shall be made in writing and served on the member personally, or by registered or certified mail, return receipt requested.
3. A Notice of Discipline may be the subject of a grievance before the Department Head, or his designee, and if filed by the member, shall be processed in accordance with the grievance procedures under this Agreement.
4. The penalty imposed by the Town may not be implemented until either: (a) the matter is settled; or (b) the penalty is upheld by the arbitrator, or a different penalty is determined by the arbitrator.
5. The Notice of Discipline served on the member shall be accompanied by a written statement that: (a) the member is entitled to representation by the Association, or an attorney at every step of the proceeding.
6. The independent arbitrator must hold a hearing within ten (10) days after the selection and decision shall be rendered within five (5) days of the close of a hearing. Either party wishing a transcript at a disciplinary arbitration hearing must obtain it at their own expense and shall provide a copy to the arbitrator and the other party.
7. The arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension shall be final and binding upon the parties and he 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 a period of suspension. If the arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

F. Settlement: A disciplinary matter may be settled at any time following service of a Notice of Discipline. The terms of the settlement shall be agreed to in writing. A member executing a settlement shall be notified of the right to have an attorney or the PBA as a representative or to decline such representation. A settlement entered into by a member, or the Association shall be final and binding on all parties.

G. Suspension: Prior to service of a Notice of Discipline or prior to exhaustion or institution by a member of the grievance procedure applicable to discipline, a member may be suspended without pay in accordance with law, if the Town determines that there is a probable cause to believe that the member's continued presence on the job represents a potential danger to persons or property, or would severely interfere with operations.

A suspended member may proceed directly to arbitration by filing an Appeal to Arbitration within ten (10) days following service of the Notice of Discipline.

Notice of Discipline must be served within seventy-two (72) hours following suspension. Suspension shall be reviewable by the arbitrator to determine whether the Town had probable cause.

- H. Arbitrations: (1) If arbitration is requested, then the Association and the Town shall select an arbitrator pursuant to the rules of the American Arbitration Association. (2) All fees and expenses of the arbitrator shall be divided equally between the Town and the Association or the employee who is not represented by the Association. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 12 – PROMOTION LISTS

To the extent permitted under appropriate provisions of the Civil Service Law and the Civil Service Rules and Regulations the Town will provide and specify that all eligibility lists for promotion in the Camillus Police Department shall be effective for a term of twelve (12) months which may be extended according to Civil Service Rules and Regulations.

ARTICLE 13 – RETIREMENT

- A. The Town will institute and maintain in full force and effect, the Section 384 (E) retirement plan of the RSSL.
- B. Limitation On Town Liability: The liability of the Town under this Article is limited to: (1) Making and keeping the aforementioned retirement plan(s) effective and (2) Assuming and paying, at its sole cost and expense, the full charge and expense of such retirement plan.
- C. Accreditation Of Armed Services Time: Each member of the Association shall be entitled to apply for and receive accreditation of Armed Services Time (Active Duty), not to exceed thirty-six (36) months, toward retirement upon satisfying and fulfilling all requirements prescribed by statutory provisions and administrative regulations relative thereto at the sole cost of the member.

ARTICLE 14 – TOWN PERSONNEL POLICIES

Except as limited to, modified by, this Agreement an employee covered herein shall be entitled to all existing Town-wide benefits which are available to such employee and are set forth in the minutes of the Town Board of Camillus. Such benefits may, from time to time, be amended and the employees herein shall receive notification through their Association of such change.

ARTICLE 15 – CONFORMITY TO LAW

This Agreement and its component provisions are subordinate to any provision of future laws or regulation. If any Federal or New York Law or regulation or the final decision of any Federal or New York Court or administrative agency affects any provision of this Agreement each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision; but, otherwise, this Agreement shall not be affected. It is understood and agreed by the parties that no provision contained within this Agreement shall be binding on either party until this Agreement has been ratified by the Association and duly approved, ratified and executed by the Town Board of the Town of Camillus.

ARTICLE 16 – ENTIRE AGREEMENT

The Town shall not be bound by any obligation or requirement not set forth specifically in this Agreement except that any and all benefits for employees of the Town in existence prior to the execution hereto and not mentioned specifically herein shall be retained as benefits by employees of its Police Department.

ARTICLE 17 – EDUCATION ALLOWANCE

The Town shall reimburse each member for the cost of tuition and books advanced by the member for college credit courses taken at a duly accredited college, upon evidence presented by the member that he or she has attained the grade of “C” or higher. Members may also attend BOCES classes and the member must present evidence of a passing grade. The member shall notify the Chief of Police at least thirty (30) days in advance of attending a course so that the Chief of Police may budget for expenses. All books purchased by the Town for said member are the property of the Town of Camillus and will be turned over to the Chief of Police upon completion of said course(s). These books will be maintained in the Police Department library for use by other members who may elect to take a similar course and for use as a departmental reference.

Members agree that the financial obligation to the Town be limited to \$ 5,000.00 in year 2001 and \$ 7,500.00 each year for the remainder of the Contract.

Any member, while currently enrolled in classes, and who goes out on Workers Compensation or 207C, may continue to finish classes presently enrolled in with doctor's permission, but will not be reimbursed for further classes during their incapacity while on Worker's Compensation or 207C.

In the event said member shall terminate his/her employment with the Town before completing four (4) years of service, the member shall reimburse the Town for all of the educational allowances expended by the Town on behalf of said member during the aforesaid period. The education benefit is available to transfers only after the completion of their probationary period.

ARTICLE 18 - AIR CONDITIONED POLICE VEHICLES

The Town shall equip all police vehicles with air conditioning.

ARTICLE 19 – DUES CHECK OFF

The Town agrees to deduct once each pay period dues and assessments in an amount certified to be proper by the Association from the pay of those Association members who individually request, in writing, that such deduction be made. The total amount of such deductions shall be remitted each pay period by the Town to the Association.

ARTICLE 20 – UNION REPRESENTATION – ASSOCIATION TIME OFF

The Town agrees to permit the Association President and/or his duly authorized alternate to confer with the appropriate Town representatives and unit members in all matters relating to grievances and terms and conditions of employment, during normal working hours, without loss of pay, so long as overtime is not generated as a result of same.

The Association's President or is duly authorized alternate shall be granted time off, without loss of pay, for the purpose of representing the Association as an honor guard in the funeral of a law enforcement officer killed in the line of duty within either the County of Onondaga or the State of New York. The Town shall provide such honor guard with a marked patrol vehicle, for the honor guard's use at no cost or expense to the honor guard. The PBA President or his duly authorized representative will give the Chief of Police, or his designee, twenty-four (24) hours notice of intent to attend a funeral. This is for the purpose of scheduling personnel and police cars.

The Executive Officers of the Association shall be entitled to time off (as indicated below). This time off shall be used at the discretion of the Executive officer, used for the betterment of the Association, it's members and functions. Approval for this time off will be made by the Chief of Police or his appointed designee.

President (24) hours off per calendar year

VP (8) hours off per calendar year

Treasurer (8) hours off per calendar year

ARTICLE 21 – ASSIGNMENTS

Emergencies excepted, all job assignments shall be posted for seven (7) days prior to making such assignments and all qualified Association employees eligible for the job shall be allowed to bid. Said job assignments shall be filled from amongst qualified officers, with seniority being a factor in the selection process.

ARTICLE 22 – REVIEW OF PERSONNEL RECORDS

Each employee covered by this Agreement, shall have the right once annually, on written application, to review his/her own personnel record on his/her own time. Said review to be conducted within one pay period (two weeks) set by the Chief of Police.

ARTICLE 23 – DEFENSE, INDEMNIFICATION, PUNITIVE DAMAGES

The Town shall continue as a local law, the benefits of Public Officer's Law Section 18, and Section 50 (j) of the General Municipal Law.

ARTICLE 24 – LONGEVITY

Each member shall receive the following longevity pay steps implemented at the completion of the below stated years of service, as a full-time Civil Service Police Officer.

After (7) years of service - \$ 850.00

After (12) years of service - \$ 850.00

After (17) years of service - \$ 850.00

These longevities shall be included in the member's regular rate of pay and shall be cumulative as earned.

ARTICLE 25 – SHIFT DIFFERENTIAL

The following shift differentials shall be implemented and included in the member's regular rate of pay:

Second shift - \$ 4.00 per shift

Third shift - \$ 6.00 per shift

The member must be scheduled for the shift, qualified for the shift differential and the shift must be actually worked to receive payment.

ARTICLE 26 – CIVIL SERVICE EXAMINATION

Members shall be granted the necessary time-off from their shift, with pay, for the purpose of taking a departmental Civil Service exam that is to be given on their shift. Schedules will be changed on request to provide at least eight hours off immediately prior to the exam.

ARTICLE 27 – JURY DUTY

When a member is summoned to or shows proof of jury duty, said member shall be granted leave with full pay while completing said jury duty. The member is required to report to work for his regularly scheduled shift before and after jury duty or when not required to report for jury duty. All jury duty hours must be verified by the court.

ARTICLE 28 – ON CALL STIPEND

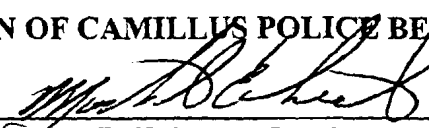
An On-Call Stipend of \$ 395.39 per year will be paid over the 26 pay periods. A member who is off duty for any reason for more than thirty (30) consecutive days, will not receive the on-call stipend for a period of time equal to the total time that the member is off-duty. A police officer who decided not to be on call or who repeatedly refuses to answer the calls, will not receive the stipend. The Chief of Police may remove a member from the on-call status, for cause, at his discretion.

ARTICLE 29 – NEW HIRE SUBSTANCE AND ALCOHOL TESTING

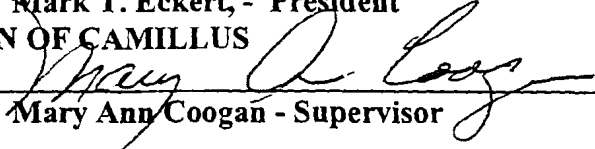
All newly hired members will be required to take a random substance and alcohol test during their probationary period.

DATED THIS 30 DAY OF April 2001

TOWN OF CAMILLUS POLICE BENEVOLENT ASSOCIATION

BY: 
Mark T. Eckert, - President

TOWN OF CAMILLUS

BY: 
Mary Ann Coogan - Supervisor

SCHEDULE A

AFARIAN, KRISTEN J.

BOLES, EDWARD S.

BOWER, LISA R.

BURLINGAME, DANIEL J.

CLABAUGH, JOSEPH M

COSTELLO, EDMOND PETER

ECKERT, MARK T.

ERWIN, RICHARD A.

FASSINGER, CHARLES A.

GRACE, KELLY E.

MACHOLL, TIMOTHY P.

PERKINS, HARRY L

PISTON, D. MICHAEL

RAYMOND, RICK R.

ROTUNNO, SAVERIO A.

SALVAGNI, MARK A.

SENUM, JOSEPH P.

WELCH, DENNIS P.

WHELAN, JAMES B.

WINN, THOMAS M.

WISE, RICHARD A.