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AGREEMENT

Between

TOWN OF LLOYD

And

TOWN OF LLOYD  
POLICE BENEVOLENT ASSOCIATION

(Full-Time and Part-Time Dispatchers)

JANUARY 1, 2003 through DECEMBER 31, 2006

**RECEIVED**

JUN 27 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

8

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PREAMBLE

Agreement made this \_\_\_\_\_ day of November, 2004 by and between the Town of Lloyd, hereinafter referred to as the "Employer" and the Town of Lloyd Police Benevolent Association, on behalf of the Town of Lloyd Dispatchers, hereinafter referred to as the "PBA."

ARTICLE 1

RECOGNITION CLAUSE

The Employer recognizes the PBA as the sole and exclusive representative for all full-time and part-time Dispatchers for the purpose of collective bargaining, processing of grievances, and for all terms and conditions of employment. The period of unchallenged representation for the PBA shall be for the maximum period allowed under Section 208.2 of Article 14 (Taylor Law) of the New York State Civil Service Law.

ARTICLE 2

DUES DEDUCTION

The PBA shall have exclusive rights to payroll deduction for dues for employees covered by this Agreement. Such dues and premiums shall be remitted to the PBA on behalf of the Town of Lloyd Dispatchers.

ARTICLE 3

AGENCY SHOP FEE

Under the Taylor Law, membership in the PBA is not compulsory. Neither party shall exert any pressure on or discriminate against any employee based on membership or non-membership in the PBA. Deductions shall be made from the wage or salary of employees of said bargaining unit who are not members of the PBA, in an amount of the dues levied by the PBA.

ARTICLE 4

PBA AND EMPLOYEE RIGHTS

A. The PBA and its designated agents shall have the right to consult individual employees during working hours in order to administer the Agreement. Such time shall be scheduled upon approval of the Chief of Police or designee but shall not be granted when it would interfere with the operation of the regular work schedules of the Employer.

B. Delegates: The Employer recognizes the right of the PBA to designate a delegate and alternate. The authority of the PBA Delegates shall be limited to and shall not exceed the following duties and activities:

1. The investigations and presentation of grievances in accordance with the provision of this Agreement
2. The transmission of such messages and information which shall originate with and are authorized by the PBA or its officers, provided said messages and information:
  - a. have been reduced to writing or
  - b. if not reduced to writing are of a routine nature and do not involve a refusal to perform work assignments.
3. The Delegate shall participate in PBA functions according to the PBA by-laws and shall assist in PBA activities and grievances which requested to do so, in accordance with his/her usual and customary duties.

## ARTICLE 5

### NO STRIKE PROVISION

Pursuant to New York State Civil Service Law, Section 207.3, the PBA hereby affirms that the employees do not assert the right to strike against any government, to assist or participate in such a strike, as defined herein. Nothing in this Agreement shall be construed to limit the rights, remedies or duties of the Employer, or the rights, remedies or duties of the PBA or employees under the laws of the State of New York.

## ARTICLE 6

### PBA RIGHTS/LABOR-MANAGEMENT COMMITTEE

**Labor/Management Committee:** The Chief of Police and the liaison from the Town Board to the Police Department shall meet periodically with representatives of the PBA and/or bargaining unit to discuss mutual concerns. The individual requesting the meeting shall give at least seven (7) days notice to all members of the committee and shall provide an agenda of the items to be discussed.

## ARTICLE 7

### MAINTENANCE OF STANDARDS

- A. The Dispatchers shall be subject to the standard operating procedures embodied in the Rules and Regulations of the Town of Lloyd Police Department until such time as the Employer adopts separate standard operating procedures for the Dispatchers.
- B. A past practice will be any practice or rule relating to a condition of employment which is established by its:

- a. clarify, consistency;
- b. longevity and repetition;
- c. acceptability and mutuality.

There will be no change in such practice(s) and/or condition(s) without first having obtained the voluntary agreement and consent of the PBA.

**ARTICLE 8**

**RATE OF PAY AND OVERTIME**

A. **Rate of Pay:** The hourly rate of pay for Dispatchers shall be as follows:

	1/1/03	1/1/04	1/1/05	1/1/06
Starting Pay	\$12.00	\$12.00	\$12.00	\$12.00
Step 2	\$12.00	\$12.00	\$12.48	\$12.97

New hires shall receive the Step 1 pay of \$12.00 per hour. Upon the employee's first anniversary date, the employee shall receive Step 2.

Retroactive pay shall be made only to those employees employed on the date of ratification by the Town.

B. **Overtime:** All Dispatchers shall be entitled to one and one-half times (1.5x) their hourly rate of pay for all hours worked in excess of forty (40) hours in a given one (1) week period.

**ARTICLE 9**

**HOLIDAYS**

Holidays for full-time Dispatchers shall be as follows:

- |                     |                            |
|---------------------|----------------------------|
| 1. New Year's Day   | 7. Columbus Day            |
| 2. President's Day  | 8. Election Day            |
| 3. Good Friday      | 9. Veterans'               |
| 4. Memorial Day     | 10. Thanksgiving Day       |
| 5. Independence Day | 11. Day After Thanksgiving |
| 6. Labor Day        | 12. Christmas Day          |

In the event a full-time Dispatcher works on any of the above-named Holidays, he/she shall be paid at the rate of one and one-half times (1.5x) their hourly rate of pay for all hours worked on that holiday, in addition to eight (8) hours of straight pay.

In the event that a part-time Dispatcher works on any of five (5) of the above-named Holidays, he/she shall be paid at the rate of one and one-half times (1.5x) their hourly rate of pay for all hours worked on that holiday. Effective January 1, 2006, the number of days shall be changed to six (6).

## ARTICLE 10

### UNIFORMS

Part-time Dispatchers hired after the execution of this Agreement shall receive, after six (6) months of service with the Town, two (2) pair of pants; two (2) shirts; one (1) tie; and one (1) name badge. Full-time Dispatchers shall receive three (3) pair of pants; three (3) shirts; one (1) tie; and one (1) name badge. For the first six (6) months of employment, all Dispatchers shall be required to wear dark blue slacks and a light blue button shirt. The employee shall be responsible for all dry cleaning expenses.

## ARTICLE 11

### WORK SCHEDULE

Scheduling shall be set monthly based on seniority and availability at the discretion of the Chief of Police or designee as per the needs and priorities of the Department and the Employer.

## ARTICLE 12

### GRIEVANCE PROCEDURE

- A. **Definition:** A grievance shall be defined as a claim by any employee or group of employees, or the PBA acting on behalf of the employee(s), or on its own behalf, that the Agreement or any existing terms or conditions of employment have been allegedly violated, misinterpreted, or misapplied.

All grievances shall be in writing and shall be signed by the party filing the grievance. They shall include the name and position of the aggrieved party and the identity of the provision of this Agreement upon which the grievance is based. They shall also include a statement of the underlying facts, including dates, events, or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions if known to the aggrieved party and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. **Basic Principles:**

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee, group of employees, or the PBA acting on behalf of the employee(s), or on its own behalf, shall have the right to present a grievance in accordance with these procedures free from interference, coercion, restraint, discrimination or reprisal.
3. An employee(s) shall have the right to be represented at any stage of this procedure by the PBA representative (delegate) or its legal counsel.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. The Employer and the PBA and its delegates agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
6. All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.
7. The time limits specified for either party may be extended only by written mutual agreement.
8. It shall be the responsibility of Employer to take steps as may be necessary to give force and effect to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these proceedings.
9. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or effect the employee in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.

C. **Procedures:** All employees of the Department who have a grievance shall follow the procedure as outlined below:

1. **Time Limits:** A grievance must be submitted at the first applicable stage of a grievance procedure within thirty (30) days of the time the grievant,



steward, PBA President or PBA knew of the act or condition upon which the grievant is based.

2. **Formal Stage One:** The grievant shall submit the grievance in writing to the Chief of Police which shall specify the alleged contract violation and the remedy sought. The Chief of Police shall provide his/her written decision within ten (10) calendar days of receipt of the grievance.
3. **Formal Stage Two:** If the grievant(s) is not satisfied with the Chief of Police's decision, said individual(s) through his/her PBA representative, shall move the grievance forward to the Town Board level. The Town Board shall in writing render a decision within ten (10) calendar days of the last denial. If however, the Town Board and the PBA officials (Steward, PBA President) elect to proceed to a Town Board Hearing rather than directly to arbitration in an attempt to resolve the matter amicably, a mutually agreed upon hearing date shall be scheduled (within a reasonable amount of time) before the Chief of Police, Town Board, Steward, PBA President, grievant(s) and all appropriate others. A decision shall be made within ten (10) days of the Town Board's hearing.
4. **Formal Stage Three:** In the event the grievance cannot be resolved at formal Stage Two within fourteen (14) calendar days after a written determination has been provided, a demand for arbitration may be submitted to the New York State Public Employment Relations Board (PERB) by the PBA only, for arbitration in accordance with the procedure set forth by PERB. The decision of the arbitrator shall be final and binding upon the parties.
5. **Cost of Arbitration:** The cost for the arbitration shall be borne equally by the parties.

#### ARTICLE 13

#### DISCIPLINE

Discipline for eligible employees shall follow Section 75 of the New York State Civil Service Law.

#### ARTICLE 14

#### HEALTH INSURANCE

The Town will provide medical insurance for full-time employees, who shall be required to pay 18 percent of the insurance premium.

ARTICLE 15

VACATIONS

Full-time dispatchers shall receive vacation as follows:

- 1. Employees who have completed the following continuous years of service requirements shall be entitled to vacation in that calendar year as follows:

1 year service on anniversary date	1 week
5 years service on anniversary date	2 weeks
10 years service on anniversary date	3 weeks
15 years service on anniversary date	4 weeks
30 years service on anniversary date	5 weeks

- 2. Vacation shall be granted in accordance with the following rules:
  - A. All vacation will be granted, so far as possible, in order of seniority.
  - B. Employees may request to take their vacation at any time provided that it is possible for them to do so without adversely affecting operation of the Town's business and subject to the operating needs of the Town.
  - C. Employees may in any year defer up to ten (10) days of vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervisor and must be taken in the units of not less than one half day. The maximum accumulation shall be no more than ten (10) days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken that year. No vacation time will be bought back by the Town. If vacation is not used or carried over then it will be lost.
  - D. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day off with pay at the beginning or end of the employee's vacation.
  - E. Vacation will normally be taken in periods of full weeks. Employees eligible for three or more weeks of vacation may take up to two weeks of vacation as single days if work conditions permit and supervisor approves.
  - F. Vacation schedules shall be established and posted on bulletin boards a reasonable time in advance of the normal vacation period. All changes or selections made after May 1, in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby.

- G. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.
  - H. Employees shall be given in advance the pay due on the pay days falling within their vacation period if they so desire and apply two weeks prior to the pay period preceding the vacation.
  - I. Any employee who leaves the Town for any reason shall be granted a vacation if taken before the date of separation. If the employee works up to the date of separation, s/he shall be given vacation pay. However, an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. "Proper notice" shall mean that the employee shall have informed the Town sufficiently in advance so that the employee shall work at least two weeks before termination of the employee's employment with the Town. The vacation granted or paid for in these cases shall be the unused portion of whatever vacation has been earned during the current year up to the date of separation for regular employees with more than one year of continuous employment.
3. The Town may apply the following so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, then vacation time will not be charged and any remaining vacation will be rescheduled."

## ARTICLE 16

### SICK LEAVE

Absence from duty by a full-time employee for reason of personal illness shall be allowed as provided in the section. All absence from duty for personal illness shall be granted by the Department Head.

- 1. Any employee who cannot report to duty because of illness or disability shall immediately notify the Department Head and shall state the nature of the illness or disability. A responsible person may make the report on behalf of the employee.
- 2. If an employee cannot notify the Department Head because of the serious nature of the illness or disability, a responsible person may make the report on behalf of the employee.

3. Twelve (12) days of sick leave shall be allowed each year, and the employee may accumulate twelve (12) days per year at the rate of one (1) day per month until a total of one hundred eighty (180) days is reached. Sick leave may not be accrued beyond the maximum of one hundred eighty (180) days.
4. When an employee, because of illness or disability, remains away from his/her duty beyond his/her sick leave allowance, the Department Head may propose to the Town Board that additional sick leave with pay be granted to the employee.
5. For any false representation made by an employee in connection with a claim for sick leave benefits, the employee shall be subject to loss of the sick pay benefits falsely obtained or may be subject to dismissal.
6. A physician's certification may be required after the employee has been on sick leave for three (3) continuous days. The Department Head may require a physician's certification in other cases.
7. It shall be the responsibility of the department head to keep an accurate record of all sick leave accumulations on such forms prescribed by the Town Board, so that a report of same can be readily furnished upon request of the Town Board.
8. In cases where the employee is entitled to payments under the Workman's Compensation Law and Town disability insurance, said law shall be consulted for criteria of making proper sick leave benefits to the employee.
9. Any disability insurance payments will be remitted to the Town and not to the employee.
10. Sick leave or accumulated sick leave can only be used for the purpose stated and not for vacation or personal business.
11. Upon leaving the employment of the Town, any accumulated sick leave is lost, and no payments based on accumulated days will be paid to the person.
12. If the sick days deferred from one year to the next are zero (0), zero (0) is the deferred days that will be carried to the next year.
13. The smallest increment of sick days that can be taken is one-half (1/2) day.

## ARTICLE 17

### BEREAVEMENT LEAVE

A full-time employee shall be granted a maximum of three (3) one-half day absences with pay, upon request to and approval by the appropriate department head, to attend a funeral for someone other than a member of his "immediate family" as detailed below.

1. Absence from work by an employee by reason of death of a member of his or her immediate family, or of a legitimate member of the household, shall be allowed without loss of pay for a period not to exceed three (3) working days.
2. Absence beyond the three-day limit shall be considered and counted as sick leave. In extenuating circumstances the department head should be contacted.
3. "Immediate family" includes: spouse, child, parents of employee or spouse, brother, sister, grandparents, grandchildren.

#### ARTICLE 18

##### PERSONAL LEAVE

A maximum of three (3) days personal leave is permitted per year for full-time dispatchers.

1. An employee shall be entitled to three (3) days of personal leave time per year for any business, which cannot be reasonable accomplished outside of regular working hours. This also includes the observance of required religious abstention from work.
2. Personal leave credits shall not be cumulative from year to year and shall never exceed three (3) days per year.
3. A one-day notice of the request to take personal leave time shall be given by the employee to his/her Supervisor, except in the case of an emergency.
4. The smallest increment of personal business that can be taken is one-half (1/2) day.

#### ARTICLE 19

##### SEPARABILITY

If the enactment of legislation or a determination by a court of final jurisdiction (whether in a proceeding between the parties of one based on a similar state of facts) renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to the terms, and in the manner, and with the same effect as if such invalid portion had not been originally included therein.

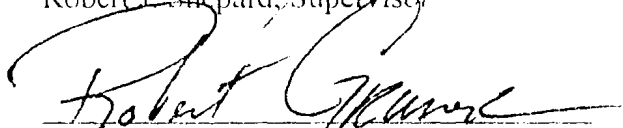
ARTICLE 20

DURATION

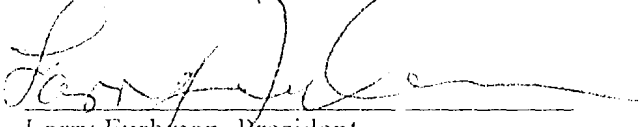
The provisions of this Agreement shall be effective as of January 1, 2003, and shall remain in effect through December 31, 2006.

TOWN OF LLOYD

By:  DATE: 11-12-04  
Robert L. Shepard, Supervisor

 DATE: 11/12/04  
Robert Gruner, Deputy Supervisor

TOWN OF LLOYD POLICE BENEVOLENT ASSOCIATION

By:  DATE: 11/12/04  
Larry Furhman, President

 DATE: 11/12/04  
Scott Tasker, Representative