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**Contract Database Metadata Elements**

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Employer Name: **Eden, Town of**

Union: **Eden Police Club**

Effective Date: **01/01/08**

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TOWN OF EDEN

POL/7920

AGREEMENT WITH

11/1/08-12/31/11

EDEN POLICE CLUB

WHEREAS, the parties desire to maintain harmonious relation and to work together for the public safety, and desire further to establish equitable wage scales, and standard and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the applicable laws governing the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, the TOWN and the CLUB acting through their duly authorized representatives, hereby agree as follows:

**ARTICLE I**

The law governing this contract shall be all applicable laws governing in the State of New York. It is by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE II**

1. The TOWN recognizes the CLUB as the sole and exclusive representative for the Police Officers of the Town of Eden Police Department.
2. The CLUB shall act as such representative or agent in all negotiations with the TOWN within the scope of the AGREEMENT.
3. The CLUB affirms that it does not and will not, strike against the employer, assist or participate in any such strike, or impose obligation upon its members to conduct, assist, or to participate in such strike, all as provided in the Public Employees' Fair Employment Act of the State of New York.

**ARTICLE III**

The CLUB shall represent all full time sworn officers of the Eden Police Department.

**ARTICLE IV**

**PERSONNEL, CLASSIFICATION RATES AND JOB DESCRIPTIONS**

1. The wage schedule for Police Officers in the Town of Eden Police Department for the calendar years 2008, 2009, 2010 and 2011 shall be listed in Appendix A.

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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2. A Police Officer shall be classified as provisional or 4th Grade for the first 12 months of employment or until successfully completes basic training, whichever is greater. Thereafter, shall be classified as 3rd Grade for a period of two years and then 2nd Grade until completion of his 5th year of service. A Police Officer will then become a Senior Police Officer or 1st Grade. Upon completion of eight (8) years of service to the Town, the officer will have the status of 1st Grade plus Eight (8) Years. The CLUB agrees that the Town Board reserves the right to postpone any graduation to a higher grade on the recommendation of the Chief of Police because of unsatisfactory work.
3. All members shall receive overtime pay for all hours worked in excess of 8 hours per day if working a 5 day - 8 hours per day work week, or hours worked in excess of 10 hours if working 4 day - 10 hours per day work week.
4. All officers will accrue a minimum of 3 hours overtime pay for court appearances if not on duty at the time.
5. All officers will be granted overtime pay if they are required to leave the Town of Eden, if not on duty, for official police business. This will include travel time to and from the Town.
6. All officers will be reimbursed if a meal is required while out of Town, plus mileage for the use of their personal vehicles at the present going town mileage rate for official police business.
7. Briefing or Show-Up Time.
  - (a) All officers will show up for duty fifteen (15) minutes before the start of their regular scheduled shift.
  - (b) Briefing or show-up time is to aid the administration and regulation of the department and compensation for such time shall be at straight time pay X 260 days and not to be computed as overtime. No pay adjustment will be made on this computation. However, if an officer is required to work more than fifteen (15) minutes before his regular shift or beyond end of the regular shift, such time worked will be considered overtime and compensated at the rate of time and one-half.

## ARTICLE V

### HOURS

1. The standard work day shall be 5 eight hour days or 4 ten hour days and the standard work week shall be forty hours.
2. The standard work week shall be 5 consecutive eight hour days and 2 consecutive days off, or 4 ten hour days with at least 2 consecutive of the 3 days off.

## ARTICLE VI

### HOLIDAYS

1. All members of the Eden Police Department shall be entitled to the following holiday: New Year's Day, Martin Luther King's Birthday, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, and one floating holiday to be determined within the department, such time of to be granted and taken within the calendar year during which such holidays fall and such time off shall be granted additionally, notwithstanding that such holiday may fall during the vacation period of a member.
2. An officer whose normal schedule is to work on a scheduled holiday shall be compensated at a rate of pay as follows:
  - A. 8 hours pay at straight time plus 8 hours pay at time and one half, or
  - B. 8 hours at straight pay plus 12 hours compensated time off.
3. Officers whose regularly scheduled day off falls on a scheduled holiday shall be compensated as follows:
  - A. 8 hours pay at straight time, or
  - B. 8 hours compensated time off.
4. Compensatory time off in lieu of pay for holidays will be through mutual agreement with the Chief of Police and each officer.

## ARTICLE VII

### VACATION

Vacation time will be as follows and will start on the date of employment:

1. All police officers hired prior to January 1, 1997 will accrue vacation time as follows: After 1 year of service, one week of vacation. After two years of employment until the 5th year, 2 weeks will be awarded. Thereafter, 2 weeks and 1 day for the 6th year, 2 weeks and 2 days for the 7th year and so on until the 20th year of service. All officers hired after January 1, 1997 will accrue vacation time as follows: After 1 year of service, one week of vacation. After two years of employment until the 5th year, 2 weeks will be awarded. Thereafter, 2 weeks and 1 day for the 6th year, 2 weeks and 2 days for the 7th year and so on until the 15th year of service.

2. An employee shall be permitted to split his vacation into two or more periods whenever such election will not interfere with the proper function of the department.
3. Vacation credit may be used by a member on sick leave upon exhaustion of all sick leave credit.
4. Notwithstanding any other provision of law, a member shall be entitled to be paid, in cash, at the time of retirement or officer leaves employment honorably, pursuant of the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time or compensated time standing to the credit of such member at the time of retirement or leaving service honorably and in case of death in service of any member, such payment shall be made to his beneficiary.
5. Choice of vacation shall be by seniority.
6. Only 5 vacation days may be carried over from one anniversary to the next.

#### **ARTICLE VIII**

##### **SICK LEAVE**

Sick time will be as follows and will start on the date of employment:

1. All officers shall accrue sick leave at the rate of one day per month up to twelve days per anniversary year. At the end of the calendar year any sick leave left unused from that year will be credited to an unused sick leave bank, not to exceed a total of 150 days. At the end of each anniversary year, unused sick leave in excess of the 150 day bank to be reimbursed at 1/2 of the regular rate of pay.
2. An employee absent on sick leave shall notify the supervisor of such absence and the reason therefore on the 1st day of such absence and within 2 hours before the beginning of his tour of duty. The Chief of Police may verify such illness by sending an assignee to the home of the ill member before the absence is charged against the accumulated sick leave credit at this discretion.
3. If requested by the Town Board, an employee will be required to furnish medical evidence of such sickness lasting longer than three days.
4. Notwithstanding any other provision of law, a member shall be entitled to be paid in cash, at the time of retirement, for the monetary value of the unused sick time standing to credit, at the time of retirement and in case of death of any member, such payment shall be made to his beneficiary. Maximum to be paid is 145 days. At the time of retirement, a full-time police officer may, instead, use the value of his unused sick time for continuation of full

medical insurance. An employee who is eligible for Medicare will be able to supplement Medicare coverage with another insurance plan. These monies will be held in trust for the employee or spouse until the monies are exhausted.

## **ARTICLE IX**

### **PERSONAL LEAVE**

1. Each police officer shall be entitled to 4 noncumulative personal leave days through the term of the contract on a one year basis.
2. Personal leave may be used at the police officer's discretion, provided personal leave shall not be taken on a holiday.

## **ARTICLE X**

### **LIFE AND HEALTH INSURANCE AND RETIREMENT POLICIES**

1. The TOWN shall continue, for each police officer, the life insurance policy now in effect.
2. From January 1, 2008 until April 30, 2008, the Town will continue the health insurance plan(s) that were in place for the year 2007 through Independent Health. As of May 1, 2008, the Town agrees to provide Independent Health iDirect 3 Series with all deductible costs of up to \$2200 (family plan) and \$1100 (single plan) being covered by the Town for 2008, 2009, 2010 and 2011 as set forth below. The Town reserves the right to offer changes in health insurance plans and/or insurance providers that are equal to or better than Independent Health Encompass B, and must be negotiated between the Eden Town Board and Eden Police Club.  
For employees hired prior to December 31, 2002, the Town will pay 95% of the cost of the premium for the above health benefits; the employee will pay 5%. For employees hired on or after January 1, 2003, the Town will pay 80% of the cost of the premium for the above health benefits; the employee will pay 20%. An amount equal to 50% of the required monthly co-pay will be deducted twice a month from the employee's paycheck.

For each police officer who chooses to provide the Town Supervisor with proof of health insurance coverage from another source other than the Town, a lump sum payment of \$1,000 will be made to that employee at the conclusion of each year's coverage. Proof of other health insurance must be presented at the beginning of each 12-month coverage period. The lump sum may be taken as taxable income the year it is earned, or placed in the employee's deferred compensation account, or a combination of the two.

3. The TOWN shall provide each full time officer the retirement plan offered by NYS Policeman and Fireman Retirement System known as Section 384-d, with Option 443(f), the one-year final average

salary plan for Tier 2 Police Officers. The Town agrees to increase the retiring officer's final year salary by 20%, the maximum amount used by the NYS Retirement System in computing the final average salary.

4. To be entitled to Town of Eden retirement benefits, retirement from the Town shall mean 20 years of service with the Town of Eden.

#### **ARTICLE XI**

##### **FALSE ARREST INSURANCE**

The TOWN will provide insurance coverage, insuring each police officer, while acting in an official capacity and in good faith, for claims based upon false arrest, false imprisonment, or other tort, with a minimum coverage of \$500,000.00 per incident.

#### **ARTICLE XII**

##### **WORKMEN'S COMPENSATION BENEFITS**

Any police officer who is injured in the performance of official duties, or who has taken sick as a result of the performance of such duties so as to necessitate medical or remedial treatment shall be paid full salary or wages until the disability ceases. The TOWN shall also be liable for all medical treatment, hospital care and dental care necessitated by reason of such illness or injury. There shall be no charge against each officer's sick leave bank or any other time the officer may have accumulated. Section 207c of the General Municipal Law and its amendments shall be incorporated herein and made a part hereof.

#### **ARTICLE XIII**

##### **DISCIPLINARY ACTIONS**

1. A Police Officer will be given a copy of any warning, reprimand, suspension or disciplinary action entered into their personnel record within two weeks of the action.
2. No record or reference to a complaint, either departmental or external, lodged against a police officer will be entered into their record, if after investigation, the complaint is decided, by the Town Board to be unfounded.
3. A Police Officer who has a complaint lodged against the officer by a citizen shall have the substance of the complaint presented to him in writing.
4. All such matters shall be reviewed and approved by the Board.
5. Any unresolved grievance will be decided by an impartial arbitrator.

6. Any complaint against a town employee shall be handled by the procedure adopted by the Town Board to handle such complaints. A copy of this procedure is filed in the Town.

#### **ARTICLE XIV**

##### **UNIFORM AND EQUIPMENT ALLOWANCE**

1. The TOWN shall supply all newly appointed police officers of the Eden Police Department with a complete issue of uniforms and equipment; said issue to consist of the following items: 1 car coat, 2 shirts, 2 pair of trousers for winter and 2 shirts and 2 pair of trousers for the summer, 1 cap, 1 tie, 1 raincoat, 1 pair of boots, 2 badges or shields, holsters and holster belts, 1 set of handcuffs and necessary cartridges.
2. The TOWN will provide each member of the Eden Police Force with either insulated coveralls or a snowmobile suit for inclement weather use.
3. On January 1st after the officer's first full year of service, and every January 1st thereafter, the Town will allot a clothing and equipment allowance of \$800 for the years 2008, 2009 and 2010 and \$900 for the year 2011. This amount will be prorated for new officers not having completed a full year of service by January 1st, and for all officers not having a January 1st anniversary date of hire. Reimbursement will be as follows:
  - A. The clothing and equipment allowance will be reimbursed from itemized vouchers with attached receipts. Court apparel will be eligible for reimbursement.
  - B. Requests will be paid after approval of the voucher by the Eden Police Chief, subject to review by the Town Board, usually at the first Town Board meeting of each month.
  - C. Vouchers may be turned in as items are bought. Sales taxes paid are not reimbursable.
  - D. The Eden Police Chief shall keep a record of the clothing allowance requested and paid until the yearly limit is reached.

#### **ARTICLE XV**

##### **CELL PHONE ALLOWANCE**

An annual cell phone allowance in the amount of \$100 shall be payable by voucher after approved at the 1st regular Town Board Meeting held in December of each year of this contract. Cell phone allowance shall be prorated for new employees who have worked less than a full year.



**ARTICLE XVI**

**DEFERRED COMPENSATION PLAN**

A. The Town will include a one-time additional stipend of \$150 for each employee participating in the New York State Deferred Compensation Plan.

B. According to the rules of the deferred compensation plan, it will be the responsibility of each employee to notify the New York State Deferred Compensation Plan of the increase in their payroll deduction for the pay period in which the one-time stipend is given.

**ARTICLE XVII**

**SENIORITY**

Seniority will be based upon the date of appointment and uninterrupted service in the department. It shall be broken if the Police Officer leaves active service for any period of time, for any reason except authorized sick leave, military leave, or authorized leave of absence.

**ARTICLE XVIII**

**COMPENSATED TRAINING**

It is understood that each employee shall receive either compensated time off or overtime pay for the amount of time each officer spends for training while not working a scheduled shift.

**ARTICLE XIX**

**COMPENSATED TIME OFF**

An officer of the Eden Police Department will not carry more than 40 hours of compensated time from one year into the next and it is non-accumulating.

**ARTICLE XX**

**BEREAVEMENT LEAVE**

Each officer will receive up to five days off for the death of any member of the immediate family, including spouse, mother, father, mother in law, father in law and children. Each officer will receive up to three days off for the death of a brother or sister of either the officer or spouse. Each officer will receive one day off for the death of a grandparent.

**ARTICLE XXI**

**MANAGEMENT RIGHTS**

All of the authority, rights and responsibilities possessed by the Board, and not covered by this agreement are retained by it, including but not limited to, the right to determine the mission, purposes,

objective, and policies of the Board to determine the facilities, methods, means, and number of personnel, required to conduct the Board programs to administer the examination, promotions, assignments or transfers of employees, pursuant to law, to direct, deploy, and utilize the work force, to establish specifications of each class of positions, and to classify or reclassify, and to allocate, discipline, or discharge employees, in accordance with the law, and with the provisions of the agreement.

**ARTICLE XXII**

**LONGEVITY SERVICE PAY**

Each officer will receive longevity pay on the pay period following their anniversary date according to the following schedule:

- \$ 550.00 - 5th year to the 9th year
- \$ 750.00 - 10th year to the 14th year
- \$ 850.00 - 15th year to the 19th year
- \$1000.00 - 20th year to the 24th year
- \$1500.00 - 25th year thereafter

**ARTICLE XXIII**

**SEPARABILITY**

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair practice by reason of any existing or subsequently enacted legislation or be any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of any such part or portion of this agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions of such part of provisions rendered or declared illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE XXIV**

**TERMS OF AGREEMENT**

This AGREEMENT, except as may be hereafter modified, in writing, by both parties, shall become effective January 1, 2008, retroactively, and remain in force until December 31, 2011.

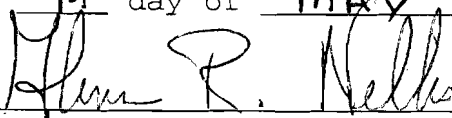
**ARTICLE XXV**

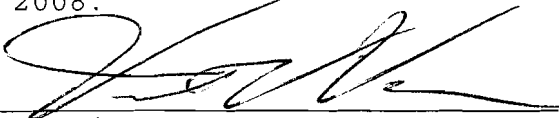
**RENEWAL OF AGREEMENT**

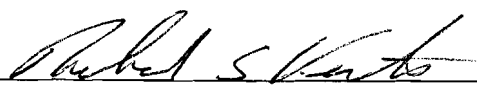
The parties agree that negotiation for renewal of this agreement shall commence on or about January 15, 2011, or upon such other date as may be mutually agreed upon for the negotiation of salary and overtime benefits and for the negotiations of all other articles in this contract.

ARTICLE XXVI

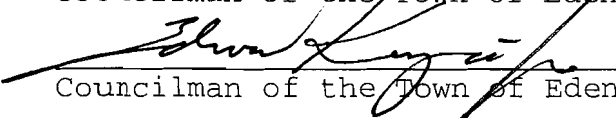
This AGREEMENT constitutes the entire agreement between the parties. In witness hereof, the parties have set their hands and seal this 14<sup>th</sup> day of MAY, 2008.

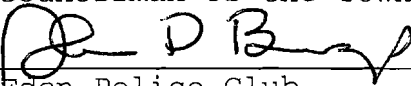
  
\_\_\_\_\_  
Supervisor of the Town of Eden

  
\_\_\_\_\_  
Councilman of the Town of Eden

  
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Councilman of the Town of Eden

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Councilman of the Town of Eden

 5/14/08  
\_\_\_\_\_  
Eden Police Club

APPENDIX A

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
FOURTH GRADE	\$38,878	\$40,433	\$42,050	\$43,732
THIRD GRADE	\$43,463	\$45,202	\$47,010	\$48,890
SECOND GRADE	\$50,403	\$52,419	\$54,516	\$56,697
FIRST GRADE	\$51,829	\$53,902	\$56,058	\$58,300
FIRST GRADE/W 8 YEARS	\$59,270	\$61,641	\$64,107	\$66,671
LIEUTENANT	\$61,643	\$64,109	\$66,673	\$69,340
CHIEF	\$72,835	* \$75,748		

\* - Salary applies to Police Chief Patick M. Howard only.