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#### **Contract Database Metadata Elements**

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POL  
7427

**A G R E E M E N T**

between

**THE TOWN OF NISKAYUNA, NEW YORK**

and

**THE NISKAYUNA POLICE BENEVOLENT ASSOCIATION**

FOR THE PERIOD:

January 1, 2000 to December 31, 2002

Prepared by:

**TOWN OF NISKAYUNA**

and

**THE NISKAYUNA POLICE BENEVOLENT ASSOCIATION**

Schenectady County, New York

**RECEIVED**

JAN 13 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **ARTICLE I - GOVERNING LAWS**

The Laws governing this Agreement shall be the "Public Employees Fair Employment Act," and such provisions of the Civil Service Law and the local laws of the Town of Niskayuna which are not inconsistent with said Act and the Civil Service Law.

## **ARTICLE II - RECOGNITION**

1. The Town of Niskayuna recognizes the Niskayuna Police Benevolent Association as the negotiation representative for all the police officers of the Niskayuna Police Department excepting, however, the Police Chief and Deputy Police Chief. (Public Employees Fair Employment Act as recognized by and adopted by Resolution No. 210, Niskayuna Town Board dated 10/7/75). The Niskayuna Town Board further agrees to afford to the PBA unchallenged representation status for a period of thirty-six (36) months, pursuant to the provisions of the New York Civil Service Law.
2. The Town of Niskayuna agrees that the Niskayuna Police Benevolent Association shall be the sole and exclusive representative for all the bargaining and grievances during the term of this Agreement.
3. The Niskayuna Police Benevolent Association affirms that it does not assert the right to strike against the Town of Niskayuna, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or to participate in such a strike.
4. The term of this Agreement shall be for three (3) years, commencing as of January 1, 2000, and terminating on December 31, 2002.
5. In the event that prior to the 31st day of December, 2002, a new written Agreement has not been entered into between the parties, all of the terms, covenants and conditions of this Agreement shall continue to be binding on the parties hereto until such time as a new written Agreement is executed by the parties hereto. It is the intention of the parties by this paragraph to continue this Agreement and all its terms until replaced by a subsequent written Agreement by the parties.

## **ARTICLE III - DUES, ASSESSMENTS, AND PAYROLL DEDUCTIONS**

1. Dues and Assessments (PBA Members): The Town of Niskayuna agrees to deduct from the wages of each member of the Niskayuna Police Department who is a member of the Niskayuna PBA, and who has signed an authorized payroll deduction form, any and all dues and/or assessments levied and certified by an officer of the Niskayuna Police Benevolent Association to the Town of Niskayuna Comptroller. Said Comptroller shall remit same to the Treasurer of the Niskayuna Police Benevolent Association no later than the next bi-weekly pay period.
2. U.S. Savings Bond Program: The Town of Niskayuna agrees to deduct from the wages of each member of the Niskayuna Police Department, who desires and has signed an authorized payroll deduction form, for participation in a U.S. Savings Bond Program. Said amount of wages to be deducted from each bi-weekly pay period shall be stipulated on the employee's deduction form.

3. Credit Union Program: The Town of Niskayuna agrees to deduct from the wages of each member of the Niskayuna Police Department, who desires and has signed an authorized payroll deduction form, for participation in a Schenectady County Employees Federal Credit Union Program. Said amount of wages to be deducted from each bi-weekly pay period shall be stipulated on the employee's deduction form.

#### ARTICLE IV - SALARY AND LONGEVITY

1. A percent increase for each calendar year covered by this Agreement shall be given as follows to every member of the Niskayuna Police Department: (For pay scales, see Paragraph 12. of this Article.)
  - a. A three (3%) increase as of January 1, 2000.
  - b. A three percent (3%) increase as of January 1, 2001.
  - c. A three percent (3%) increase as of January 1, 2002.

In addition, a new 6<sup>th</sup> year step shall be created for the rank of patrolman. For 2000, the 6<sup>th</sup> year step shall be \$900 above the 5<sup>th</sup> year step after the granting of the 3% general pay increase. For 2001, the 6<sup>th</sup> year step shall be increased by the general pay raise of 3% and then increased by an additional \$900.. For 2002, the 6<sup>th</sup> year step shall be increased by the general pay raise of 3% and then increased by an additional \$900.

2. Detectives (Full Time):
  - a. Detective Sergeant: \$1,500.00 per year additional salary in addition to salary of rank as of January 1, 2000.
  - b. Detective Patrol Officer: \$1,500.00 per year additional salary in addition to salary of rank as of January 1, 2000.

3. Base Salary Increments:
  - a. Increments are to be paid any member entitled to same as of the 1st day of January for any year that it is due. First increment shall be paid on the next succeeding January 1st for any member commencing work prior to July 1st.

4. Educational Experience:
  - a. For the year 200, 2001 and 2002 each employee who has achieved an Associates Degree shall receive an additional \$700 per year and each employee who has received a Bachelors Degree shall receive an additional \$900 per year.
  - b. This benefit shall be paid to any member so qualifying on January 1 and July 1 in two (2) equal payments and shall not be included in the member's hourly rate schedule.

Each member shall be reimbursed tuition and book(s) costs for accredited college courses for which other reimbursement is not available, for Town Board approved job related courses taken and passed. Said approval must be obtained prior to taking

the course, and said reimbursement shall be made following completion and passing of the course. Requests for tuition reimbursement shall be made in writing to the Chief, should be dated and shall be approved by the Chief on a first come first served basis in the event of budgetary constraints.

5. Longevity Program:

- a. A member shall be entitled to longevity pay for each year of service beginning in the year in which the member's 5th anniversary shall occur and continuing through the member's 20th year for those years occurring prior to the effective date of this Agreement. Effective January 1, 1999, the longevity rate shall be \$140 per year for each such year prior to January 1, 1990 (maximum \$1,500) and \$140 per year for each such year after January 1, 1990, continuing for the member's length of service.
- b. Longevity to be paid any member who is entitled to same as of the first day of January for any year that it is due; payment to be made on a pro rata basis throughout the year, except that members in their 20th year of service, or more, may be paid longevity in total on January 1st in a separate check.
- c. Any persons appointed to the Niskayuna Police Department who had previously resigned, been dismissed and not reinstated on a regular service retirement, shall return under this Article as though the member had no prior service.
- d. A member not receiving a longevity payment prior to January 1, 1992 shall receive a longevity payment strictly in accordance with the above provisions of paragraph 6(a) of this Article.

6. Members covered under this Article will be paid on a bi-weekly basis as previously enjoyed.

7. The hourly rate for ascertainment of benefits and overtime shall be based on the specific base pay hourly rate plus any longevity, detective, or regularly assigned Officer-in-Charge differential.

8. Use of Personal Car:

- a. An officer requiring transportation for official business will report to the Police Station and log on to the computer with the reason and destination. The officer will either be assigned a departmental vehicle or be provided with transportation, and, if neither is available or practical, the officer will be reimbursed for the use of a private vehicle at the rate established by the Town Board.
- b. If department transportation is available and the officer desires to use a personal vehicle, the officer may do so without reimbursement for mileage. Decisions relative to the method of transportation in each case will be rendered by the Chief of Police or the ranking officer on duty at the time of such request.

9. Officer-in-Charge (To be appointed by and serve at the pleasure of the Niskayuna Police Chief or, if applicable, the Deputy Chief.) Any officer temporarily designated to serve as Officer-in-Charge shall receive the applicable Officer-in-Charge supplementary stipend of \$2,100 per year, per shift, to be pro-rated and paid for time actually spent as Officer-in-Charge. However, additional compensation for said differential shall not be paid unless the actual performance of duty as an Officer-in-Charge exceeds five (5) hours per tour of duty during such assignment. Said officer who serves as Officer-in-Charge shall indicate on the

daily shift report the amount of time spent as Officer-in-Charge, and shall be paid the applicable amount due as a result of serving as Officer-in-Charge in the pay period following the month in which the additional amount was earned.

10. If an Officer is appointed as a Detective or Officer-In-Charge during a calendar year, any additional salary shall be prorated to reflect the time served in the position. If an officer or member is relieved of duties as a Detective or Officer-In-Charge, he or she shall receive additional salary only for that time served in the position.
11. A position of Patrolman (5th Grade) shall be established. The position of Patrolman (Recruit) will be modified from the previous contracts. An Officer will be considered a Patrolman (Recruit) between his or her date of probationary appointment and the completion of six months employment as a Police Officer. This six month period will include attendance at the Municipal Police Training School. An Officer will be considered a Patrolman (5th Grade) upon completion of six months' employment including successful completion of the Municipal Police Training School and will remain a Patrolman (5th Grade) until his or her permanent appointment.

The salary levels for Patrolman (5th Grade) and Patrolman (Recruit) shall be determined by the Town Board but shall not be less than the amounts set forth in paragraph 12 of this Article. Full medical benefits will be provided to both a Patrolman (Recruit) and a Patrolman (5th Grade).

12. BASE PAY

	1/1/2000	1/1/2001	1/1/2002	
<b>Detective Sergeant Base</b>	\$50,354.	\$52,792.	\$55,303.	
Differential Over Base	1,500.	1,500.	1,500.	
Additional \$900 Per Year	900.	900.	900.	
<b>Total Detective Sergeant</b>	<b>\$52,754.</b>	<b>\$55,192.</b>	<b>\$57,703.</b>	
<b>Detective Patrolman Base</b>	\$47,152.	49,467.	51,851.	
Differential Over Base	1,500.	1,500.	1,500.	
<b>Total Detective Patrolman</b>	<b>\$48,652.</b>	<b>\$50,967.</b>	<b>\$53,351.</b>	
<b>Sergeant Base</b>	\$50,354.	\$52,792.	\$55,303.	
Differential Over Base	700.	700.	700.	
Additional \$900 Per Year	900.	900.	900.	
<b>Total Sergeant</b>	<b>\$51,954.</b>	<b>\$54,392.</b>	<b>\$56,903.</b>	
<b>Patrolman:</b>				
Final Grade	6 <sup>th</sup> Year and Above	\$47,152.	\$49,467.	\$51,851.
1 <sup>st</sup> Grade	5 <sup>th</sup> Year	46,252.	47,640.	49,069.
2 <sup>nd</sup> Grade	4 <sup>th</sup> Year	43,707.	45,018.	46,369.
3 <sup>rd</sup> Grade	3 <sup>rd</sup> Year	41,405.	42,647.	43,927.
4 <sup>th</sup> Grade	2 <sup>nd</sup> Year	39,266.	40,444.	41,657.
5 <sup>th</sup> Grade	7-12 Months	21,630.	22,279.	22,947.
Recruit	0-6 Months	19,570.	20,157.	20,762.

Effective January 1, 2000:

- Sergeant - \$ 700 over Base Pay
- Detective Sergeant - \$1,500 over Base Pay
- Detective Patrol Officer - \$1,500 over Base Pay
- Officer-in-Charge - \$2,100 over Base Pay

## ARTICLE V - BASIC WORK WEEK, TOUR OF DUTY, AND EXTRA DUTY TIME

1. Any and all job-required training, job-required uniform fittings, job-required medical examinations or such examination involving disability or duty incurred injury, including but not limited to those items listed in Article VI, Section 1(b) of this Agreement, shall be credited as actual time worked by an employee in the employee's basic work period and tour of duty. Should any of the above fall on a scheduled day off or at a time other than the basic work period or tour of duty worked by an employee, the overtime and recall sections listed in Article VI of this Agreement shall apply.
2. An employee's scheduled days off during the traditional work period shall not be altered for the purpose of avoiding overtime, recall, or holiday compensation. A shift change without avoiding or altering scheduled days off or scheduled vacation days shall not be considered to be a violation of this Section.
3. All officers shall be entitled to a one-hour meal period in any eight-hour shift, subject to the necessities of duty.
4. Prior to the start of a fiscal year, a member may elect to receive payment for working on a scheduled holiday in the form of a) a cash payment equal to one and one-half (1 1/2) times his or her normal rate for all hours worked and b) a compensatory time credit equal to straight time for all hours worked. Such election shall be made on a form to be prepared by the Chief and shall remain in effect for the entire calendar year for which the election has been made, unless revoked in writing prior to the start of the fiscal year. A member revoking or not executing a written election of this benefit shall receive a cash payment for holidays worked.
5. During the term of this contract uniformed officers will be assigned to a work schedule of five-two (5-2), five-two (5-2), and five-three (5-3) . That is to say an officer shall work five days, then be off two days, and shall then work five additional days, be off two days, and then shall work five days and be off three days. This scheduling shall not apply to members of the Detective Division or other officers assigned to special programs, but such officers shall not average any fewer days off than regular platoon members during the periods they are performing detective or special assignments. For purposes of the DARE Program, the average number of days off referred to above shall be calculated on the basis of a calendar year. Should a special program be established, the PBA retains the right to seek a review of the program's effectiveness at any time after said program has been in existence for four (4) months.
6. Uniformed Police officers (excluding Detectives and Probationary / Temporary Police Officers) shall have the right of choosing permanent tours of duty within rank, by order of seniority, as outlined in Article XIV of this Agreement, and with the explicit understanding that it is hereby recognized that the Town of Niskayuna has the exclusive right, whenever it may deem it necessary, to change the work schedule in order to determine the number of police officers it must have on duty at any time or to replace absent police officers in order to maintain the desired complement to provide public service to the Town.
  - a. The Chief of Police shall be responsible to prepare and post the department work schedule and/or any revised work schedule for uniformed police officers in a manner that he deems appropriate to provide public service to the community. These work



schedules shall include manning positions (tours of duty) with scheduled days off and days worked for each manning position (tour of duty).

- b. The departmental work schedule for uniformed police officers shall become effective on the 1st day of the calendar year and remain in effect until the last day of the calendar year or until such time during that period that the Chief of Police deems it necessary to change the work schedule, whichever occurs first, so as to alter the number of police officers that would be on duty at any time or to replace absent police officers in order to maintain the desired complement to provide public service to the community in a manner that he deems appropriate.
- c. After the department work schedule or any revised work schedule thereafter is prepared and posted by the Chief of Police, each uniformed Police Officer (excluding Detectives and Probationary / Temporary Police Officers) shall then examine said schedule prior to bidding his or her shift.
- d. In cases of emergency conditions as defined by this Agreement, the Chief of Police may suspend the work schedule for the duration of the emergency and assign police officers at his discretion to any tour of duty that he deems appropriate to maintain the desired complement to provide public service to the community during the emergency.
- e. Any police officer whose status is temporary or probationary shall not be covered by the seniority mandates of this section and the Chief of Police may assign this police officer to any manning position (tour of duty) that the Chief deems appropriate. However, upon attaining permanent status the police officer shall then fall under the mandates of this section.
- f. Whenever a manning position (tour of duty) becomes vacant for a temporary duration due to uniformed police officers attending in-service training, schools, seminars or being ill or injured for a period of thirty (30) days or less, or who are on authorized vacation, compensatory days off, or personal days off, the Chief of Police, whichever he deems appropriate may:
  - 1. Revise the work schedule as outlined in Section 5(b) above, or
  - 2. Leave the manning position (tour of duty) vacant until the police officer who vacated it returns, or
  - 3. Without revising the work schedule, take from the other tours of duty that police officer with the least amount of seniority and assign that police officer to fill the temporarily vacated manning position (tour of duty) until such time as the police officer who vacated the manning position returns, or ,
  - 4. Utilize the overtime procedures as outlined in Article VI, Paragraph 9 of this Agreement.
- g. Notwithstanding any other provision of this Agreement, once each shift has been staffed by a sergeant, the Chief shall have the authority to assign any other sergeant or sergeants to duties or to a shift as needed.

- h. The purpose of each of these subparagraphs is not to limit or restrict in any way the power or the freedom of the Town or Chief, but to provide a number of alternatives for utilization in maintaining the desired complement of officers in order to provide public service to the community.

**ARTICLE VI - RECALL, OVERTIME DUTY**

1. Recalls:

- a. Each member of the Niskayuna Police Department shall be entitled to receive two and one-half (2 1/2) hours minimum pay at overtime pay rates for any recall relative to his or her responsibility as a police officer when he or she is recalled for any period less than two and one-half (2 1/2) hours, and for any such recall over two and one-half hours shall receive the overtime hourly rate. Unless the Chief of Police or the Chief's designated representative declares an emergency, which may or may not be related to the original reason for recalling an officer, the officer shall be dismissed as soon as his or her original task is completed.
- b. Recall, for the purpose of this Article, shall be considered any time a member is called back to duty after having completed his or her assigned tour of duty and shall include the following *inter alia* when approved by the Chief of Police or the Chief's designee.
  - 1. Motor Vehicle Hearings
  - 2. S.L.A. or ABC Hearings
  - 3. Court appearances and Civil Cases which are job incurred
  - 4. Grand Jury Appearances
  - 5. Appearances pursuant to subpoenas for official business
  - 6. Appearance before any Federal, State or Municipal administrative agency or Board on official business, when authorized by the Chief of Police or his designee.

2. Overtime: Overtime for the purpose of this Article shall be considered any time worked in excess of an eight (8) hour tour of duty. For any duty performed on a regular scheduled day off or vacation day, said overtime shall be paid at the rate of time and one-half of the hourly rate.

3. Approval: No recall or overtime will be approved for payment unless prior approval for same was obtained from the Chief of Police or the Chief's designee.

4. Procedures: A written request for any recall or overtime will be submitted to the Chief of Police on an approved form for verification no later than the member's next scheduled tour of duty.

5. Duty Outside of Town: Any member assigned to duty outside of the Town of Niskayuna shall be reimbursed for reasonable expenses. Reasonableness shall be determined by the Chief of Police or the Chief's designee. Any member attending a local school shall be reimbursed at the rate of \$7.50 per day for lunch expenses incurred while attending said school.

6. Recall or overtime may be recompensed by compensatory time at the recall or overtime rate at the request of the member involved .

No member shall accumulate more than 480 hours of compensatory time and the Town may, at its discretion, pay the member for all or a portion of any accumulated compensatory time as of the end of any calendar year.

An employee may request that the Town pay accrued compensatory time. Such request shall be made by the employee by December 1st of each calendar year. The Town and the employee shall verify the employee's time and the Town shall pay the employee at the employee's applicable rate at the time of pay out for all accrued compensatory time. The Town shall pay the employee his or her accrued compensatory time no later than December 31st.

7. The practice as heretofore in effect of paying Detectives for call back shall be continued.
8. Accumulated recall and/or overtime compensation that has been earned shall be paid to the member's beneficiary, or to his/her estate, within 30 days of the death of such member.
9.
  - a. Section 971 of the Unconsolidated Laws of the State of New York states that no Patrolman "shall be assigned to more than forty (40) hours of duty during any seven consecutive day period excepting only that in the event of strike, riot, conflagration or occasions when a large crowd shall assemble or other similar emergencies." For the purpose of further defining and clarifying the term "other similar emergencies," the parties hereto stipulate and agree that the term "other similar emergencies" shall be defined as any matter of a police nature wherein the individual officer involved requests additional time beyond his or her eight hour tour of duty to complete any specific assignment, including but not limited to, accidents, investigations, or hazardous conditions. The term "other similar emergencies" shall further be defined as any shift shortage of a temporary nature caused by vacation, illness, personal leave, or police-related training wherein an officer is requested and agrees to work overtime. This definition of the term "other similar emergencies" is to be a guideline to be used by the parties to this Agreement in determining when overtime may be granted. The method and procedure which is to be used for authorizing any such overtime is provided in Paragraph 3 of Article VI of said Public Employment Agreement.
  - b. For the purpose of clarifying Section 971 of the Unconsolidated Laws of the State of New York in regard to "recall" situations, a patrolman who is off duty and agrees, upon request, to return to duty (recall), such recall for "other similar emergencies," shall be controlled by the definitions and clarifications set forth in Paragraph 9 of Article VI herein, and compensation shall be governed by Article VI, Paragraph 1.

## **ARTICLE VII HOLIDAYS**

1. The following days shall be designated as legal holidays for all members of the Niskayuna Police Department. The actual day the holiday is celebrated shall be the designated day of the holiday.

New Year's Day	Independence Day
Martin Luther King Day (Jan. 15)	Labor Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day (Nov. 11)
Easter Sunday	Thanksgiving Day
Memorial Day (May 30)	Christmas Day

And, any other day that may be designated by the Town Board as a holiday for Town employees, excluding Columbus Day, the day after Thanksgiving, and Christmas Eve for members of the Police Department.

2. Due to the unique working schedule of the Niskayuna Police Department a holiday shall be observed on the actual day the holiday is celebrated and no other alternative day shall be designated in lieu of the above scheduled holidays.
3. Working Days: Any member of the Niskayuna Police Department who is required or scheduled to work on any of the scheduled legal holidays shall be entitled to receive monetary compensation which is equal to two and one-half (2 1/2) times his or her normal rate for all hours worked. Added monetary compensation will be paid in the pay period following the holiday.
4. Scheduled Days Off: Any member of the Niskayuna Police Department who is on a scheduled day off on any of the above scheduled legal holidays, shall be entitled to an added day off to compensate the member.
5. Vacation Period: Any member of the Niskayuna Police Department who is on an authorized vacation on any of the above scheduled legal holidays, shall be entitled to an added day off to compensate him or her for any holiday that may fall during the member's vacation period, and may be added to the said vacation period upon member's request at time of scheduling vacation.
6. Exceptions: The only exceptions in this Article are as follows:
  - a. No member of the Niskayuna Police Department shall receive holiday compensation when on personal leave, a leave of absence, or while in basic training as a patrolman (recruit).
  - b. No member of the Niskayuna Police Department shall receive holiday compensation when on sick leave or job-incurred disability.
  - c. It shall be mandatory that a member must work either the scheduled workday prior to or subsequent to a holiday as set forth in paragraph 1 above to obtain holiday compensation.
7. Compensatory Days: All compensatory days off shall be taken within the unit or platoon by the order of seniority in rank and with the approval of the Chief of Police or the Chief's designee.
8. Provided, that whenever a member is called into duty for a full shift while on a legal holiday, such member shall be entitled to receive monetary compensation which is equal to two and one-half (2 1/2) times the member's hourly rate for all hours worked and one day of compensatory time. Whenever a member is called in for recall duty or overtime of less than a full shift while on a legal holiday, the member is entitled to monetary compensation at a rate of two and one-half (2 1/2) times the member's hourly rate and compensatory time equal to one (1) hour for every hour worked.

9. Any member of the Niskayuna Police Department who has earned holiday benefits who may die prior to receipt of said benefits shall have an amount equivalent to his/her pay for those holidays paid to the member's next of kin or estate.

#### **ARTICLE VIII - VACATIONS**

1. All members of the Niskayuna Police Department shall be entitled to the following paid vacation days:
  - a. Ten (10) Working Days: After completion of one (1) year and up to and including five (5) years of service.
  - b. Fifteen (15) Working Days: After completion of five (5) years and up to and including ten (10) years of service.
  - c. Twenty (20) Working Days: After completion of ten (10) years and up to and including fifteen (15) years of service.
  - d. Twenty-five (25) Working Days: After completion of fifteen (15) years of service.
  - e. For purposes of computation of vacation benefits, the employee's anniversary date shall be used, except that all vacation days shall be advanced in January 1 of each year, beginning in the year in which the member shall have his or her second anniversary.
2. Vacations shall be scheduled within the unit or platoon by order of seniority in rank and shall not include the Detectives.
3. Any vacation not used in a calendar year due solely to declared emergency in the Police Department may be carried over to the subsequent year to be used in full in the subsequent year or may be compensated for in full at the (straight time pay rate) at the end of the calendar year at the discretion of the Chief of Police.
4.
  - a. Any member entitled to vacation benefits who shall resign or have his or her employment terminated with or without cause shall not forfeit his or her right to such vacation time, and if the time may not allotted in calendar days, the member shall be paid the equivalent of that number of days based upon straight time pay schedule.
  - b. Any member of the Department entitled to vacation benefits who may die prior to receipt of said benefits for any year shall have an amount equivalent to the member's pay for those days paid to the member's next-of-kin or estate.
  - c. Any member entitled to vacation benefits who may become ill, injured, or incapacitated, whether job-incurred or not, prior to the taking of such vacation, or until such time as he or she is physically capable of returning to active duty or until the end of the calendar year, whichever occurs earlier, or if the member is not physically capable of returning to active duty within that calendar year, then vacation not used during that calendar year may be carried over to the subsequent year to be used in full in the subsequent year, or may be compensated for in full at the straight time pay rate at the end of the calendar year, at the discretion of the Chief of Police.

- d. Any member who retires may have the option within the same calendar year to take his or her allotted vacation time in calendar days or upon request be paid the equivalent of that number of days based upon straight time pay schedule.
5. Any person appointed to the Niskayuna Police Department who had previously resigned, been dismissed and not reinstated, or retired on a regular service retirement, shall return under this Article as though he or she had no prior service.

#### **ARTICLE IX - SICK LEAVE**

1. All members of the Niskayuna Police Department shall receive their designated normal compensation while on sick leave. Such leave may be subject to review and/or examination at the order of the Chief of Police. The cost of any such ordered review and/or examination shall be borne by the Town of Niskayuna. A member shall have the right to present information to the Town Board prior to its determination.
2. A certificate from a duly licensed physician and/or dentist, will be necessitated when a member is unable to report for five (5) or more consecutively scheduled workdays due to illness.
3. Any member who is unable to report for his or her tour of duty on any scheduled work day due to illness is required to notify the Niskayuna Police Department of the same no later than four (4) hours prior to his or her scheduled tour of duty.
4. The duration of any period of absence occasioned by this Article may be set by the Town Board of the Town of Niskayuna which shall consider the review and recommendation of the Chief of Police or the Chief's designee.

#### **ARTICLE X - PERSONAL LEAVE**

1. Any and all personal leave, for good reason, for members of the Niskayuna Police Department shall be granted solely at the discretion of the Chief of Police or the Chief's designee. Upon approval of such leave, the member will receive normal compensation.

#### **ARTICLE XI - BEREAVEMENT LEAVE**

1. All members of the Niskayuna Police Department shall be entitled to leave at member's discretion for a maximum period not to exceed five (5) days for death of any of the following: spouse, children, grandchildren, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, or relative living in the officer's household.

#### **ARTICLE XII - RETIREMENT AND RELATED BENEFITS**

1. Retirement Plans: Pursuant to the provisions of the Retirement and Social Security Law, the Town of Niskayuna shall continue to offer each member of the Department the opportunity to elect any of its previously adopted retirement plans: Section 375-c, Section 384-d, Section 384-g, and Section 384-f.

2. One (1) Year Final Average Salary: The Town of Niskayuna shall provide each member of the Niskayuna Police Department who is a Tier 1 member of the Retirement System, a one (1) year final average salary for eligible employees as set forth under the provision of Subdivision 9 of Section 302 of the Retirement and Social Security Laws of the State of New York as presently and hereinafter amended.
3. Service Allowance for Military Service in World War II, Transfer of Service from Another System, and Other Military Service: The Town of Niskayuna shall provide for those members of the Niskayuna Police Department who are eligible and do hereby elect a Service Allowance as provided in Section 341-k (Military Service In World War II), of the Retirement and Social Security Laws, New York State, and Section 343-g (Transfer of Service from Another System) of the Retirement and Social Security Laws of New York State and Section 243-4 (Other Military Service) of the Military Law of New York State, as presently and hereinafter amended and pursuant to Resolution 110, Town of Niskayuna, dated March 2, 1971.

### **ARTICLE XIII - INSURANCE AND RELATED BENEFITS**

1. Death Benefit (Job Incurred): The Town of Niskayuna shall provide a death benefit payable to the beneficiaries of any member of the Niskayuna Police Department who meets the criteria of Section 208(b) of the General Municipal Law of the State of New York as adopted by Resolution 311, Town of Niskayuna, dated December 21, 1965, and Resolution 49, Town of Niskayuna, dated February 3, 1976.
2. Death Benefit (Ordinary): The Town of Niskayuna shall provide a guaranteed ordinary death benefit payable to the beneficiaries of any member of the Niskayuna Police Department in accordance with Section 360(b) of the Retirement and Social Security Laws of New York State as adopted by Resolution, Town of Niskayuna, dated January 2, 1973.
3. Health Insurance: But for the exceptions noted below, the Town of Niskayuna shall provide a full non-contributory health plan with major medical for members of the Niskayuna Police Department and the member's families. This program shall continue and not terminate upon retirement of the police officer. Any member appointed to the Niskayuna Police Department on or after January 1, 1989 shall contribute, by way of payroll deduction, 10% of the individual or family premium for medical coverage. Any member appointed to the Niskayuna Police Department on or after January 1, 1998 shall contribute, by way of payroll deduction, 20% of the individual or family premium for medical coverage. A member electing one of the plans offered by the Town shall be responsible for any co-payments that the plan requires. A member's contribution rate shall continue upon his or her retirement.

The Town may withdraw from the Empire Plan in favor of another traditional hospitalization and major medical plan offering comparable benefits. The town will consult with the PBA in connection with this change.

If the Town changes the co-pay from the plans offered by its health insurance providers during the term of this agreement, a member shall be reimbursed the amount of the change in the co-pay. This shall become effective upon the ratification of this agreement.

The Town may require employees who retire during the term of this Agreement and who are Medicare recipients to enroll in a health insurance plan specifically designed to supplement coverages and benefits available under Medicare.

The deletion of the word "accident" from this section of the contract shall in no way alter the existing insurance coverage now provided to the PBA, and the parties stipulate that the purpose of the deletion is to correct the outmoded word "accident."

An officer may choose not to participate in the Town's health insurance program. If an officer so chooses, he or she will receive \$450 per year if entitled to individual coverage and \$1500 per year if entitled to family coverage. The choice not to participate in a Town health insurance program should be made during the same period that Town employees are required to designate the program they wish to participate in. This money shall be paid on a quarterly basis with the first payment to occur on April 1st, the second payment on July 1st, the third payment on October 1st, and the fourth payment on December 31st. This option shall also be available to retirees. An employee or retiree may choose to reenter the Town's health insurance program and will be re-enrolled as soon as possible. The share of savings shall be pro-rated to the time of re-enrollment.

4. Dental Plan: The Town of Niskayuna shall provide a full noncontributory dental plan for members of the Niskayuna Police Department and the member's family, including a student rider to extend the basic coverage for student dependents.
5. Prescription Drug Plan: The Town of Niskayuna shall provide a prescription plan for members of the Niskayuna Police Department and the member's family. The premiums for this coverage shall be subject to the 10% contribution referred to in Paragraph 3 above for members hired after January 1, 1989 and subject to the 20% contribution referred to in Paragraph 3 above for members hired after January 1, 1998.

#### **ARTICLE XIV - UNIFORMS, EQUIPMENT, AND CLOTHING ALLOWANCE**

1. Uniforms: All uniforms shall be paid for by the Town of Niskayuna and issued by the Chief of Police to all members of the Niskayuna Police Department at the Chief's discretion.
2. Equipment: All equipment shall be paid for by the Town of Niskayuna and issued by the Chief of Police to all members of the Niskayuna Police Department at the Chief's discretion.
3. Clothing Allowance: A clothing allowance of \$575 annually shall be granted to any member of the Niskayuna Police Department who is assigned by the Chief of Police to perform his or her full-time duties in civilian clothing.
4. The cost of cleaning, laundering, repairing, and maintenance of all Town-supplied uniforms, clothing, and equipment shall be borne by the Town of Niskayuna; provided, however, the Town shall not be responsible for a members cleaning and laundering costs that exceed \$450 in a calendar year. The Town shall provide member's with a quarterly report of the money spent by said member.
5. Personal Equipment: Necessary personal equipment used by members of the Niskayuna Police Department while on duty, to include prescription eyeglasses and wristwatches (Maximum of \$75.00 value on wrist watches), shall be replaced and/or repaired at the expense of the Town of Niskayuna when such items are damaged or destroyed in the line of duty and are rendered unserviceable.



## **ARTICLE XV - SENIORITY**

1. For application to the provisions of this Agreement, and when not specifically stated in the New York State Civil Service Law, seniority shall be established as follows:
  - a. Length of service in rank or grade from the date of permanent appointment in such rank or grade.
  - b. If date of permanent appointment is the same, then length of service in the Niskayuna Police Department shall prevail.
  - c. If date of permanent appointment in rank or grade and length of service in the Niskayuna Police Department are equal then the highest mark earned on the Civil Service Exam for such rank or grade shall prevail.
  - d. If all factors listed in a, b, and c above are equal seniority shall be determined by date and time of birth.
2. In the event it becomes necessary to reduce the Niskayuna Police Department, this will be accomplished consistent with existing New York State Civil Service Laws.

An up-to-date Civil Service Seniority List showing the names, length of service, dates and rank shall be maintained by the Chief of Police or the Chief's designee for inspection of members.

## **ARTICLE XVI - PROFESSIONAL TRAINING AND IMPROVEMENT COURSES**

1. The Town of Niskayuna and the P.B.A. are in agreement that it is in the best interest of the administration of the Police Department that as many members as possible participate in professional, educational, and training courses whenever the same are available. In order to facilitate the availability of such courses to the members of the Department, the following are hereby adopted:
  - a. **Compulsory Courses:** The Niskayuna Police Department shall arrange all compulsory courses and training programs in such a manner so that any police officer required to complete such course or participate in such training program shall be able to do so during his or her regularly scheduled tour of duty or shall be compensated as overtime.
  - b. **Firing Range Program:** The Town shall provide a compulsory firing range program to all members of the department once every twelve months, which course shall include the firing of a minimum of 200 rounds of ammunitions and an eight-hour firing range course. This firearms training is to be completed while the officer is on duty. A member may fire on his or her own time when range time is available and at the discretion of the Chief

## **ARTICLE XVII - RIGHTS OF EMPLOYEES**

1. Members of the Niskayuna Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

2. The security of the community depends to a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.
3. The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the Department. These questions often require immediate investigation by superior officers designated by the Chief of Police or the Niskayuna Town Board. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
  - a. Unless the exigencies of the investigation dictate otherwise, the interrogation of a member of the Department shall be at a reasonable hour and when the member of the Department is on duty. When, however, the exigencies of the situation dictate that a member of the Department be interrogated when not on duty, the member shall then be reassigned to a tour of duty covering the period of interrogation and the provisions of Article V of this Agreement shall prevail.
  - b. The interrogation shall take place at a location designated by the investigating officer, usually it will be at the Police Department or the location where the incident allegedly occurred.
  - c. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. If it is known that the member of the force is being interrogated as a witness only, he or she shall be so informed at the initial contact. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he or she should be so informed at the initial contact.
  - d. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest period as are reasonably necessary.
  - e. The member of the Department shall not be subject to any offensive language nor be threatened with dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
  - f. The complete interrogation of the member of the Department shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
  - g. If a member of the force is under arrest or is likely to be, that is, a suspect or the target of a criminal investigation, the member shall be given his rights pursuant to the current decisions of the Supreme Court of the United States.
  - h. In all cases, in the interest of maintaining the usually high morale of the Department, the Department shall afford an opportunity for a member, if he or she so requests, to consult with counsel and/or a Niskayuna Police Benevolent Association representative before being questioned concerning a violation of the Rules and Procedures. Counsel and/or Representative of the Niskayuna Benevolent Association shall be present during the interrogation of a member of the force if said member so requests. Notwithstanding any

2. The Niskayuna Police Benevolent Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Town of Niskayuna subject to review by the Town Supervisor, his or her designee, or such other authorized official. The officers and agents of the Niskayuna Police Benevolent Association shall have the right to visit the Town of Niskayuna's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract.
3. If the representative of the Niskayuna Police Benevolent Association is an employee who is elected or designated for the purpose of adjusting grievances or assisting in the administration of this contract, he or she shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations, which have as a purpose the maintenance of harmonious and cooperative relations between the Town of Niskayuna and the members of the Niskayuna Police Department and the uninterrupted operation of Government.
4. The Niskayuna Police Benevolent Association's President or an appointed delegate who is designated to represent the police officers shall have the right to attend yearly statewide conventions and regular monthly meetings of the Police Conference of New York and quarterly meetings of the Northeast Police Conference in pursuance to their obligations as officers or delegates of the bargaining unit herein.
5. At no time shall any of the above affect the working schedule of the Niskayuna Police Department to such a degree as the work shift is not covered adequately.
6. The Niskayuna Police Benevolent Association's President and one (1) delegate who is designated to represent the Police Officers of the Niskayuna Police Department shall have the right to attend the Annual Police Conference of New York, Incorporated's Convention.
7. Up to two members of the Niskayuna Police Department who are members of the negotiating team, if scheduled to work, shall be given full time off with pay for any contract negotiating meeting with the Town including one hour prior to the meeting for preparation and one-half hour after said meeting.

#### **ARTICLE XIX - MISCELLANEOUS PROVISIONS**

1. The Town of Niskayuna will provide each employee of the Niskayuna Police Department a handbook containing the Rules and Regulations of the Department, and a copy of this Agreement. Provisions of the Rules and Regulations inconsistent with this Agreement shall be modified accordingly.
2. Each member of the Niskayuna Police Department, for the purposes of insurance coverage, shall be considered to be actively involved in employment as a police officer when going to or returning from:
  - a. Motor Vehicle Hearings
  - b. S.L.A. or A.B.C. Hearings
  - c. Court Appearance and civil cases where appearance is required pursuant to official capacity as police officer.
  - d. Grand Jury appearances
  - e. Appearance pursuant to subpoenas for official business
  - f. Appearance before a Federal, State or Municipal administrative agency or Board on official business, when authorized by the Chief of Police or the Chief's designee.

3. The Chief and Deputy Chief of Police will meet with the President, Vice President, Secretary and Treasurer of the Niskayuna Police Benevolent Association at least four (4) times per calendar year or as the need arises for the promotion of safety and welfare of the members of the Niskayuna Police Department, and for the interpretation of the conditions of this working Agreement.
4. If department transportation is available without interruption of the duties and responsibilities of the Police Department, all officers will continue to enjoy the opportunity to be transported to and from work, provided such transportation is confined to the Town of Niskayuna. Failure of the Department to provide transportation to work shall not be a legitimate excuse for absence or failure to report for work on time.
5. All regular patrol cars used by the officers in the performance of their duties shall be air-conditioned, except that cars without air-conditioning may be used in the event a regular patrol car is temporarily out of service.
6.
  - a. All uniformed officers of the Niskayuna Police Department working a regular tour of duty (excluding special assignments, training schools, courses, seminars, court, grand jury and administrative hearings) between the hours of 7:00 a.m. and 11:00 p.m. must take their authorized one hour meal and coffee break within the geographical boundaries of the Town of Niskayuna.
  - b. All uniformed officers of the Niskayuna Police Department working a regular tour of duty (excluding special assignments, training schools, courses, seminars, court, grand jury, and administrative hearings) between the hours of 11:00 p.m. and 7:00 a.m. may take their authorized one hour meal period and coffee break at an eatery establishment outside of the geographical boundaries of the Town of Niskayuna, within a reasonable distance therefrom and with the approval of the officer's immediate supervisor.
7. A member receiving pay or benefits pursuant to the provisions of Section 207-c of the General Municipal Law shall not receive an extension of such pay or benefits by virtue of his or her election of a different retirement plan or by virtue of any amendment to or modification of Section 207-c that may occur on or after January 1, 1992.
8. A member assigned to dispatch will be provided a biennial update of changes in dispatching. The Town will make a reasonable effort to have a civilian dispatcher on duty with a member assigned to dispatch.
9. Notwithstanding any other provision of this agreement, any lump sum payment due a member shall be made on the next regular pay day after the payment is due.
10. The Town shall have the right to recover an overpayment to a member and shall provide at least 2 weeks prior notice to the member with supporting information to document the claim. In the event of a dispute, no action shall be taken pending the outcome of the grievance procedure. In the event the overpayment exceeds \$100, no more than \$100 may be recovered from any one paycheck.
11. A member who voluntarily submits the results of an annual medical physical and who is permitted by his or her personal physician to take a department bi-annual physical fitness test (Cooper Institute with New York State Department of Civil Service Sliding Scale Standards)

and which is successfully passed, shall be granted eight (8) hours of compensatory time off to be used in the following year.

## **ARTICLE XX - GRIEVANCE PROCEDURES**

### **1. DISPUTES**

- a. A grievance shall be defined to be a dispute raised by a member or members concerning the interpretation or application of the terms of this agreement. Beginning January 1, 2000 the Union shall be allowed to bring any grievance on behalf of its bargaining unit members. A grievance shall be processed in accordance with the following procedure:
  1. Step 1 - Such disputes by a police officer or police officers shall be presented in writing by them or by the Association representative to the immediate supervisor within five (5) working days of the recognition of the dispute or within five (5) working days of when the parties, acting with due diligence, should have become aware of the dispute. The immediate supervisor shall render a written determination of the grievance within five (5) working days of its presentation.
  2. Step 2 - In the event such dispute is not resolved within five (5) working days from such presentation, it shall then be presented in writing by the Association to the Police Chief who shall issue a written determination of the grievance within five (5) working days of the receipt thereof.
  3. Step 3 - In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure within five (5) working days, then the Association shall present the grievance in writing to the Town Supervisor, who shall issue a written decision on the grievance within ten (10) working days from his receipt thereof. Such presentation shall be made to the Town Supervisor within five (5) working days following the decision of the Police Chief.
- b. Any grievance not initiated or taken forward within the above specified time periods shall be considered settled on the basis of the last answer by management, except that the time period may be extended by mutual agreement of the parties in writing.
- c. For the purposes of this Section, five working days shall mean seven calendar days.

### **2. ARBITRATION**

- a. Any unresolved dispute having been processed fully through the last step of the dispute procedure may be submitted to arbitration by either party in accordance with the following:
  1. Arbitration shall be invoked by the service of written notice to the other party of intention to arbitrate within 45 calendar days following the receipt by the Association of the Town Supervisor's Step 3 answer to the grievance. In the event the Town Supervisor fails to respond to the grievance within the time frame specified by Step 3 of the grievance procedure, the Association shall

have 45 calendar days from the date the Town Supervisor's response was due to serve notice of intention to arbitrate.

2. Upon the effective date of this Agreement, this shall be the sole procedure in effect for the arbitration of grievances between the Town and the Union.
3. The party seeking arbitration shall submit the dispute to the New York State Public Employees Relations Board pursuant to the Board's applicable voluntary grievance arbitration rules and procedures for the selection of an arbitrator. If the parties are unable to promptly agree upon an arbitrator, a list of names secured from PERB shall be used to determine this person. The PBA and the Town shall meet at a mutually convenient time and shall alternately strike a name from the list provided by PERB with the order of striking to be determined by a coin toss, the winner to strike last. The fees and expenses of the arbitrator and the cost of a stenographer, if any, shall be divided equally between the PBA and the Town. The arbitrator shall not be compensated for any time spent in deliberations where such time exceeds in hours the length of the arbitration hearing. Each party shall be responsible for purchasing its own copy of the written transcript, if any. The arbitrator shall have the power to require the presence of witnesses or documents consistent with the law.
4. The Arbitrator shall have broad power to hear and determine issues presented. The Arbitrator shall not be limited to the evidence submitted at the hearing and may hear such additional evidence as either party desires to submit. The Arbitrator may also call upon any Town official or agency to provide evidence or material necessary to resolve the grievance.
5. The decision of the Arbitrator shall be deemed binding on all parties.

#### **ARTICLE XXI - RECOVERY OF TRAINING COSTS**

In the event the Town is required to provide the basic training course for a police officer and, in the event the officer voluntarily separates from the Police Department within three (3) years from the date of completion of training, the officer shall reimburse the Town for all wages and expenses as defined below, paid by the Town during or in conjunction with his or her basic training, according to the following schedule:

<u>Length of Employment After Completion of Training</u>	<u>Reimbursement of Wages and Expenses</u>
Up to 1 year	100%
1 year up to 2 years	60%
2 years up to 3 years	35%

Wages subject to reimbursement shall be limited to wages paid in excess of the minimum wage required by provisions of the Fair Labor Standards Act.

IN WITNESS WHEREOF, the parties hereto have set their respective capacities binding the Town of Niskayuna and the Niskayuna Police Benevolent Association.

TOWN OF NISKAYUNA, NEW YORK:

By: 

By: \_\_\_\_\_

NISKAYUNA POLICE BENEVOLENT ASSOCIATION

By: J R B 12/5/00 (Pres)

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: 12/5/00