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9/22/2005

POL 6746

AGREEMENT
BETWEEN
THE CITY OF BEACON
AND
THE PATROLMEN'S BENEVOLENT
ASSOCIATION
OF THE CITY OF BEACON
January 1, 2005 to December 31, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

THIS AGREEMENT, effective on January 1, 2005, by and between THE CITY OF BEACON, hereinafter referred to as the "CITY", and THE PATROLMEN'S BENEVOLENT ASSOCIATION OF THE CITY OF BEACON, hereinafter referred to as the "ASSOCIATION".

WHEREAS, it is the intent and purpose of the parties hereto, by entering into this Agreement, to promote harmonious and cooperative relationships between the City of Beacon and its Employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government and to comply with the statutory requirements as set forth in the Public Employees' Fair Employment Act (Chapter 329, Laws of 1967), commonly referred to as the "Taylor Act".

WHEREAS, the Association affirms that it will abide by the provisions of Section 210 of the Public Employees' Fair Employment Act, pertaining to the prohibition of strikes and will not assert the rights to strike against the City or enter into any concerted stoppage of work or slowdown and that it will not cause, instigate, encourage or condone a strike or impose an obligation upon its members to conduct, assist or participate in a strike.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION AND CERTIFICATION

A. The City and Association agree that the City recognizes and certifies that the Association is the employee organization for all Police Officers, Sergeants, Lieutenants and detectives excluding Police Captains, the Chief of Police, Commissioners of Police, Special Officers and School Crossing Guards for the purpose of negotiating collectively, in the determination and administration of grievances arising under the terms and conditions of employment.

B. The Association is hereby extended the following rights:

1. To represent the members of the bargaining unit in negotiations and in the settlement of grievances.

C. The City shall recognize the form of union security known as "agency shop". Any present or future employee who is not a member of the Association and who does not make application for membership within thirty (30) days after commencement of employment, or in the case of present employees, within thirty (30) days after the execution of this agreement, shall, as a condition of employment, have deducted from his/her weekly wages for payment to the Association by the City, an amount of money (to be called the "agency shop fee") equal to the regular Association weekly dues, as a contribution towards the administration of this agreement. The Association shall be solely responsible to account to such members for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the City harmless from all loss and liability, including, without limitation all costs of defense on account of any claim asserted by any person relating to the collection, disbursement or purposes for which such funds may or shall be used.

ARTICLE II

WORK SCHEDULE

A. The work schedule for all Employees shall remain the same as presently exists, unless a change is made pursuant to mutual agreement between the parties, namely the City and the Association.

B. It is recognized that some involuntary transfer of assignments and changes of individual work schedule may be unavoidable, but should be held to a minimum. Notice of any such involuntary transfer of assignment or change in an individual work schedule shall be give to the individual Employee at least thirty (30) days in advance of said transfer of assignment or change of work schedule; however, Employee at least thirty (30) days in advance of said transfer of assignment or change of work schedule; however, immediate transfer of assignment and changes of individual work schedule may be made during any reasonable "State of Emergency" declared by the Mayor of the City of Beacon.

C. Notwithstanding paragraph B above, for purposes of attending a formal training course or courses, the Chief may change the individual work schedule of the individual attending such training – to facilitate the individual to attend the training – with at least thirty (30) days of advance notice.

ARTICLE III

SENIORITY

A. The Police Department of the City of Beacon shall establish a list on the basis of seniority, and said list shall be re-established effective January 1 of each year; said list to be

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posted at the Police Department and all substations for a period of not less than thirty (30) days, and shall be mailed to the Secretary of the Association.

B. Any objections to the seniority list as established each year shall be made to the Chief within ten (10) days and shall be considered in accordance with the procedure provided herein for adjudication of grievances.

C. Seniority shall be computed in the following manner: Police Officers, from date of original appointment as a member of the Beacon Police Department, rank or assignment other than Police Officer; from date of appointment to rank or assignment other than Police Officer. For the purpose of longevity benefits due an Employee under the terms of the Agreement, length of service shall be computed from the Employee's original date of appointment, regardless of said Employee's rank or assignment.

D. Subject to the provisions herein, an Employee shall lose all seniority rights upon voluntary resignation or upon discharge for just cause. An employee whose service is terminated for a period in excess of one (1) year and is thereafter reinstated or reappointed, shall have seniority computed from the date of reinstatement or reappointment.

E. Subject to the provisions herein, leave of absence without pay or suspension shall not constitute an interruption of continuous service.

ARTICLE IV

PROMOTIONS

A. Promotions shall be determined and regulated by Civil Service Law and Rules.

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B. That each candidate for appointment or promotion is entitled to, and shall receive, actual notice of the appointment to be made at a time prior to the public announcement of designation of appointment or promotion.

ARTICLE V

GENERAL CONDITIONS

A. All working conditions, not specifically referred to in the within contract, shall remain the same as they presently exist, unless changed by the mutual agreements of the parties.

B. The parties to establish a Labor/Management Committee. Such committee shall be composed of three (3) members appointed by the City and three (3) members appointed by the P.B.A.

The Committee shall meet at a time and place mutually agreeable to the committee members to discuss problems and matters that may arise of concern to the parties. In the event that the problem or matter to be discussed by the Committee is a grievable issue, the time limits in the grievance procedure contained in this Agreement shall, at the request of the aggrieved party (The City or the Association as the case may be) be extended until the Committee has had a reasonable time (30 days) to review and respond to the grievance.

C. The City shall maintain its facilities and equipment in a safe manner so as not to endanger the health, welfare, or safety of its employees and citizens.

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ARTICLE VI

NEW CLASSIFICATION

A. The City and the Association agree that in the event a new classification is established that the City and the Association will confer and negotiate classification rates and job description for such new classification.

ARTICLE VII

COMPENSATION

A. Effective the 1st day of the month indicated, on the year indicated, the following Officers of the Police Department shall receive the following annual salaries:

	2005	2006
<u>DETECTIVE LIEUTENANT</u>		
Salary	\$68,518	\$70,916
After 1 Year	\$69,479	\$71,910
<u>LIEUTENANT</u>		
Salary	\$65,740	\$68,041
After 1 Year	\$67,734	\$70,105
<u>DETECTIVE SERGEANT</u>		
Salary	\$64,958	\$67,231
After 1 Year	\$65,699	\$67,999
<u>SERGEANT</u>		
Salary	\$62,038	\$64,209
After 1 Year	\$64,316	\$66,567

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DETECTIVE

Salary	\$60,189	\$62,296
After 1 Year	\$61,112	\$63,251

B. Effective immediately, the first day of the month indicated, the Police Officer will receive the following salaries:

POLICE OFFICER

Starting Salary	\$46,107	\$47,721
After 1 Year	\$52,585	\$54,426
After 2 Years	\$54,433	\$56,338
After 3 Years	\$56,286	\$58,256
After 4 Years	\$57,214	\$59,256
After 5 Years	\$58,141	\$60,176

Above figures do not include longevity steps.

C. The parties agree the salary payable to an Employee in accordance with this schedule shall be payable according to the individual Employee's rank, assignment and years of service as determined from date of appointment within such rank and/or assignment.

D. Employees performing or assigned to a rank or assignment of the next higher pay classification for one (1) work day or more shall be paid at the rate of pay for such next higher classification for the time worked in such next higher classification. The terms of this subdivision D shall apply only to the Uniform Division. The City reserves the right to determine manpower.

E. Detectives, who are assigned to "ON-CALL" status, shall divide a sum of two thousand five hundred dollars (\$2,500.00) allotment, effective January 1, 2005, on the second pay period in December of that calendar year. Detectives, who are assigned to "ON-CALL"

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status, shall divide a sum of three thousand dollars (\$3,000.00) allotment, effective January 1, 2006, on the second pay period in December of that calendar year.

F. Employees shall be paid their annualized salary in 52 paychecks.

ARTICLE VIII

LONGEVITY

A. Employees shall be entitled to annual longevity payments based on the following schedule:

Seven (7) years of service	\$ 500.00
Ten (10) years of service	\$1,000.00
Fifteen (15) years of service	\$1,500.00
Seventeen (17) years of service	\$2,000.00

ARTICLE IX

VACATIONS

A. Every Employee of the Police Department shall be entitled to ten (10) work days vacation after having served in the Department for one (1) year.

B. Every Employee of the Police Department shall be entitled to fifteen (15) work days vacation after having served in the Department for four (4) years.

C. Every Employee of the Police Department shall be entitled to twenty (20) work days vacation after having served in the Department for seven (7) years.

D. Every Employee of the Police Department shall be entitled to twenty-two (22) work days vacation after having served in the Department for ten (10) years.

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E. Every Employee of the Police Department shall be entitled to twenty-five (25) work days vacation after having served in the Department for twelve (12) years.

F. Every Employee of the Police Department shall be entitled to thirty (30) work days vacation after having served in the Department for seventeen (17) years.

G. Vacation schedules shall be established for the calendar year beginning January 1 of each year. The schedule shall consist of three (3) available vacation spots for each week of the year. The officers shall sign in the following order by rank and seniority in rank: lieutenants, sergeants, police officers; the senior lieutenant being the first to sign and the junior police officer, the last. The officers shall have the option of signing anywhere on the schedule that is available, as long as no three (3) officers from the same shift are on vacation at the same time. Officers will have three (3) working days to sign the schedule after the officer ahead of them has signed. If that officer does not sign in the allotted time, the officer will drop to the last signing option. The Detective Bureau shall be responsible for establishing and maintaining their own vacation schedule on or before January 15 of each calendar year, and selection shall be based upon individual's choice pursuant to seniority in grade. Seniority shall be the determining factor as to preference when duplicate requests are received.

1. Effective January 1, 2006, one (1) police officer per squad shall be permitted vacation.

H. All vacations shall be taken in the calendar year during which the Employee becomes entitled thereto, except that an Employee may, with approval of the Chief of Police, accumulate a work week of vacation to be used by him, but such vacation leave thus accumulated must be used in the next succeeding year. Any Employee failing to use such accumulated vacation at the time and in the manner described herein shall be deemed to have forfeited the same.

I. Employees who are sick or injured prior to or during their vacation may, if such sickness or injury is verified by hospitalization or verified by a physician cancel vacation and use accumulated sick leave.

J. Employees, at their sole option, may elect to use a maximum of five (5) working days of their annual vacation one (1) day at a time. Taking a said one (1) day vacation time shall be subject to the following provisions.

1. Notice by Employee to the Chief of Police at the time the Employee selects vacation of the Employee's desire to exercise the option.

2. Notice by the Employee to the Chief of Police, not less than forty-eight (48) hours prior to the day to be taken as a vacation day.

3. Individual vacation days may be denied by the Chief of Police if two (2) other Employees are off duty due to REQUESTED TIME OFF. Once an individual vacation day is approved by the Chief of Police, such approval may not be rescinded.

ARTICLE X

HOLIDAYS

A. Any Employee of the Department who shall be required to be on active duty or shall be off-duty for any other authorized reason on any of the following holidays shall be entitled to receive time off to compensate for such herein described period or, at the individual's discretion, to be entitled to salary compensation, subject to Chief's approval as to the time. Such holidays shall be:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday

Fourth of July
Labor Day
Columbus Day
Veteran's Day

Easter Sunday
Decoration Day

Thanksgiving Day
Christmas Day

B. Employees who work on New Year's Day, Easter Sunday, Thanksgiving Day and/or Christmas Day shall be paid at time and one-half (1½) their normal rate of pay for working on those designated paid holidays except that Employees working overtime on those four (4) designated paid holidays shall receive two (2) times their normal rate of pay for overtime worked those four (4) designated paid holidays.

C. Any day designated a holiday by the President of the United States, Governor of the State of New York or Mayor of the City of Beacon and on which seventy-five (75%) percent of other City Employees shall have off, shall be deemed a holiday for the department. If any of the holidays fall on Sunday, then the following day shall be observed as the holiday.

D. If compensation be the choice, compensation is to be based on the amount of one-fifth (1/5) of each Employee's weekly salary.

E. All those who have indicated their desire to do so to the Chief prior to December 31st of a particular year, may receive compensation for holidays in a lump sum payment to be made during the month of December, but prior to the 25th day, in the succeeding year.

F. Holiday leave must be granted and used within thirty (30) days after accrual. If holiday leave is not granted or used within the thirty (30) day period, compensation will be deemed to be the choice and, pursuant to paragraph 2 herein, will be added to the Employee's first payroll check following expiration of the thirty (30) day period herein specified. The Employee, at the Employee's option, may request compensation prior to the expiration of the thirty (30) day period.

G. In addition to any other holiday benefit due in this Agreement, the Employees shall be entitled to compensatory time off on their birthday. Employees who are normally scheduled to

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be off-duty on their birthday shall be entitled to a compensatory day off which must be taken within the calendar year.

ARTICLE XI

PERSONAL LEAVE

A. Each Employee of the Police Department shall be entitled to five (5) days of leave with full pay during each calendar year for the purpose of transacting or attending to personal or legal business, household or family matters which require absence during working hours. Except in emergencies, an Employee of the Police Department taking leave hereunder shall give the immediate superior written notice of intention to take this leave at least twenty-four (24) hours in advance of the day proposed to be absent. The Employees of the Police Department need not specify the exact reason for taking leave, and approval by the immediate superior is not required; however, approval must be obtained from the Chief of Police, it being understood such approval is not to be unreasonable withheld. Personal leave shall not be charged against accumulated vacation leave or other time credits. A personal leave day may not be taken on a day immediately before or after a vacation period or a paid holiday except on approval of the Chief of Police.

1. Employees shall be limited to three (3) of the five (5) personal leave days which may be taken on a weekend and/or the holidays designated by Article X, B of this Agreement.

B. Unused personal leave, not used by December 31, shall be paid in cash, at the rate in effect for the Employee on December 31, in January the following year of entitlement by separate check.

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C. Employees who take emergency personal leave on a designated paid holiday (Article X, B) may be requested by the Chief of Police to give a substantial reason for taking such emergency personal leave. Substantial reason shall be defined as an unforeseen event.

D. Members shall be limited to three (3) emergency personal leave days per year, except that in certain circumstances, the Chief of Police, or his designee, may approve the use of additional emergency personal leave days.

E. Personal Leave time for new hirelings during their first (1st) year of employment, shall be pro-rated, based on the City's fiscal year according to the following schedule, If hired from:

January 1st till March 31st, will be entitled to five (5) personal leave days;

April 1st till June 30th, will be entitled to (4) personal leave days;

July 1st till September 30th, will be entitled to three (3) personal leave days;

October 1st till December 1st, will be entitled to two (2) personal leave days;

December 1st till December 31st, will be entitled to one (1) personal leave day.

Beginning on January 1st of the following calendar year, the member will be entitled to the full five (5) personal leave days.

ARTICLE XII

BEREAVEMENT LEAVE

A. During the term of this Agreement, any Employee of the Department shall be entitled to take five (5) consecutive bereavement days, with pay, and without charge or deduction from accumulated vacation or other time credits upon death in the immediate family.

B. An Employee may, on approval of the Chief of Police, for cause, elect to split bereavement leave but in no event shall the Employee receive more than five (5) work days bereavement leave. The refusal of the Chief of Police to allow an Employee to split bereavement leave shall not be arbitrary or unreasonable.

C. Immediate family shall be defined and limited to the following:

- | | |
|----------------|--|
| a. Grandparent | g. Sister |
| b. Parent | h. Mother-In-Law |
| c. Husband | i. Father-In-Law |
| d. Wife | j. Brother-In-Law |
| e. Child | k. Sister-In-Law |
| f. Brother | l. Any other relative who permanently resides with the Employee. |

D. Employees shall be entitled to two (2) consecutive bereavement leave days, with pay and without charge or deduction from accumulated vacation leave or other time credits, upon death of an aunt, uncle, niece or nephew.

ARTICLE XIII

SICK LEAVE

A. All Employees of the Department shall earn sick leave credits at the rate of one-quarter (1/4) day per pay period (maximum of 13 per year) of service and such Employee may accumulate all sick leave credits.

B. There shall be no maximum accumulation of sick leave. Upon retirement, the member shall be entitled to cash payment at one hundred (100%) percent of his/her rate of pay for all unused accumulated sick leave up to a maximum of one hundred eighty (180) days.

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C. By January 15 of each calendar year, the Chief of Police shall cause a written statement to be submitted to each Employee of the Department, specifying the number of sick leave days used during the previous calendar year and the number of accumulated days of sick leave accruing to the credit of such Employee of the Department as of the last day of the previous calendar year.

D. Any Employee taking sick leave immediately before or after a vacation period or a holiday in excess of three (3) successive dates must, before returning to work, provide the Employer with an affidavit from a licensed physician containing the dates of illness and the nature of the illness. The Chief of Police, at his discretion, may waive said affidavit where he has ascertained the validity of the illness.

E. Abuse of sick leave may be cause for disciplinary action.

F. Employees who call in sick on the designated holidays set forth in Article X, B of this Agreement may be directed by the Chief of Police to produce a physician's certificate or other reasonable documentation as proof of illness or injury. In the event that the Employee fails to produce such documentation as directed such member shall suffer the loss of eligibility of taking one personal leave day on a weekend or the four (4) holidays stated in Article X, B (the employee shall not lose the personal leave day but the eligibility). In the event none of the Employee's personal leave days on a weekend exist and paid holidays have been used for the year, it shall be deducted from eligibility the next year.

G. Any member using less than five (5) sick days during the course of the year, shall receive the sum of two hundred (\$200.00) dollars, payable the third pay period of January, of the following calendar year, by separate check.

ARTICLE XIV

INJURY LEAVE

A. All Employees of the Department shall be entitled to Injury Leave as enumerated in Section 207-c of the New York State General Municipal Law.

ARTICLE XV

ASSOCIATION LEAVE TIME

A. The City recognizes the right of the members of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit Employees during working hours. Such Association representation shall also be permitted to appear at public hearings or boards of inquiry upon request of members.

B. The Officers and designated representatives of the Association shall have the right to visit the Employer's facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

C. The Officers and designated representatives duly elected and duly operating pursuant to the terms of the within Agreement shall be permitted time free from their regular duties to fulfill their Association obligations, with pay, and without charge or deduction from accumulated vacation leave or other time credits.

D. The Officers and designated representatives of the Association who are designated to represent the Association shall have the right to attend meetings of the police associations to which the Association belongs, in pursuance of the obligations as Officers or Delegates of the

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bargaining unit herein, with pay, and without charge or deduction from accumulated vacation leave or other time credits. Two (2) P.B.A. Officers or designated representatives shall be allowed to attend any conventions, provided however, that in no event shall more than twenty (20) total working days with pay be used for this purpose.

ARTICLE XVI

HOSPITALIZATION AND WELFARE FUND

A. For employees hired prior to January 1, 1993, their spouse and children to age 19, the City shall pay one hundred (100%) percent of the costs of the current health insurance plan, except as modified herein. Employees hired after January 1, 1993 shall pay twenty-five (25%) percent of the health insurance premium (either family or individual). The parties agree, that as soon as practicable, the City shall replace the current HHS Health Insurance Plan with the New York State Empire Plan, Core Plus medical and psychiatric enhancements. In addition thereto, employees shall have the option of selecting MVP-15.

1. The City shall maintain the MVP 15 Plan so long as the plan is offered by MVP to the City. The City will take no affirmative action with MVP to eliminate the MVP 15 Plan. If MVP no longer offers the City the MVP 15 Plan, the City will offer the MVP 20 Plan. Upon demand of the PBA, the City and the PBA will enter into impact bargaining.

B. In the alternative equivalent contribution shall be made for members of the Department maintaining personal G.H.I. coverage available in New York State and its political subdivisions.

C. Members of the Association shall be covered by the City's Dental Plan, at no cost to the members.

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D. The City shall offer employees at one thousand (\$1,000.00) dollars lump-sum buy out for those Employees who are covered by health insurance from another source and who elect not to receive City provided health insurance. In order to be eligible for the health insurance buy out, the Employee must elect not to receive the City's health insurance for the entire calendar year. Payment shall be made in December of the year in which the Employee did not receive the health insurance. Once an Employee elects not to receive health insurance, such election must be for a full calendar year, unless the Employee is no longer covered by health insurance from another source. In such cases, the Employee shall receive a pro-rated buy out.

ARTICLE XVII

RETIREMENT

A. All members of the Police Department shall have the option of a twenty (20) year or twenty-five (25) year retirement plan.

B. Retirement Plan "A" – All Members of the Department who so elect to do so may retire at the end of twenty (20) years of service at one-half (1/2) pay as stated in Section 384-d of the Laws that pertain to the New York State Policemen's and Firemen's Retirement System. This retirement plan is offered to the Employee at no cost to the Employee.

C. Retirement Plan "B" – All Members of the Department who so elect to do so may retire at the end of twenty-five (25) years pursuant to the twenty-five (25) year retirement plan, pursuant to legislation adopted by the City Council of the City of Beacon and filed with the State of New York, wherein the retiring Employee may also be granted the option of receiving an additional 1/60th pension for each year of service over the twenty-fifth (25th) year of service.

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D. In addition, all Employees of the Department are eligible for the final average plan effective May 19, 1970, and any additional retirement plan the City Council may approve. The final average salary plan has been passed and filed with the State of New York prior to September 1, 1970.

E. In addition, all Employees of the Department who retire will be continued in the same health insurance plans and under the same terms as current Employees. Employees who receive health insurance, which premium is fully paid by the City at the time of retirement, will continue to receive health insurance, which premium is fully paid by the City after retirement. Employees who contribute towards their health insurance premium at the time of retirement shall continue to contribute towards their health insurance premium at the same rate and under the same terms after retirement.

ARTICLE XVIII

CLOTHING ALLOWANCE

A. Each member of the Department shall receive the sum of five hundred (\$500.00) dollars a year as clothing allowance, one-half (1/2) of said sum payable with the first pay period, following January 1 of each calendar year, and one-half (1/2) payable with the first pay period following July 1 of each year. However, if a member of the Department should tear or damage a uniform while in the line of duty, the Employer may, notwithstanding the amounts stated, replace the damaged item at no cost to the Employee. Effective January 1, 2000, clothing allowance shall be six hundred (\$600.00) dollars per year.

B. Clothing allowance shall be paid by separate check at the times specified herein.

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C. New Employees of the Police Department will receive the first portion of their clothing allowance at the same time as their first paycheck. Any additional allowance will follow the schedule set forth in Section A.

ARTICLE XIX

OVERTIME

A. Employees shall be entitled to receive overtime payment for all time worked in excess of the Employee's normally scheduled work day and/or work period of seven (7) days.

B. Normal overtime payment shall be one and one-half (1½) times the Employee's normal rate of pay except on those holidays stated in Article X, B of this Agreement or as defined in "D" below.

C. Employees who are required to perform and/or attend departmental business during said Employees' normally scheduled off-duty time shall be compensated for a minimum of four (4) hours pay for any time up to four (4) hours; over four (4) hours, the Employee shall be entitled to payment for the length of time required to perform and/or attend departmental business. The minimum four (4) hour call-in pay shall not apply when an Employee works contiguous to the Employee's shift.

D. Prior to ordering a member to work overtime, the desk officer shall make every reasonable effort to canvas all off-duty and on-duty officers before ordering overtime to an officer who is on the shift about to go off-duty. Any Employee who is ordered to work overtime shall be entitled to two (2) times their normal rate of pay for overtime worked.

E. Members may elect to receive compensatory time off, subject to the maximum accumulation set forth in the Fair Labor Standards Act, in lieu of cash payment for overtime

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worked. Said compensatory time earned at the same rate as cash payment. Members who have accumulated compensatory time may use the time to take compensatory time off. Taking a Compensatory time day off, shall be subject to the following provisions:

1. A compensatory day may not be taken the day before, or the day after a vacation day, a personal leave day or a paid holiday, except if approved by the Chief of Police. Employees may accumulate a total of forty-eight hours (48) of compensatory time.

2. Notice of the Employee to the Chief of Police, not less than forty-eight (48) hours prior to the day to be taken as a compensatory day off.

3. A compensatory day off may be denied by the Chief of Police if two (2) other Employees on the same shift are off-duty, due to REQUESTED TIME OFF. Once a compensatory day is approved by the Chief of Police, such approval may not be rescinded.

ARTICLE XX

DISABILITY INSURANCE

A. The City shall provide New York State Disability coverage for all Employees.

ARTICLE XXI

FUNERAL EXPENSE

A. The City shall participate in defraying all normal costs of the funeral of an Employee who is killed or dies in the line of duty.

ARTICLE XXII

TRAINING

A. If the City provides training for Employees, such training shall be for at least four (4) hours duration.

B. The City shall provide, at no cost to the Employee, ammunition and any required training aids for training.

C. Employees who attend training on off-duty time shall be compensated at their normal rate of pay for the first four (4) hours of training in any fiscal year. Training over four (4) hours on an Employees off duty time in any fiscal year shall be paid at the rate of time and one half (1½) the member's normal rate of pay. This subdivision shall be applied subject to the provisions of the Fair Labor Standards Act.

ARTICLE XXIII

DISCIPLINARY ACTION

A. Disciplinary action shall follow within the provisions of Article V, Title B of the New York State Civil Service Law.

B. Every Employee of the City of Beacon Police Department shall have the right to the assistance and representation of the Association and/or their attorney at any disciplinary action.

C. The authority to suspend an Employee of the Department shall be exercised by the Mayor, Chief of Police or Acting Chief of Police of the Police Department. Other and subordinate officers shall have the authority to relieve a member of the Department from duty for a period not to exceed twenty-four (24) hours.

D. Suspensions shall be with full pay until such time as a final adjudication is made.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The parties hereto recognize that the establishment and maintenance of harmonious and cooperative relationship between the City and its Police Department is essential to public safety and welfare. It is, therefore, the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of Employees of the Police Department through a procedure under which the grievance may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the City and the Association are afforded adequate opportunity to settle their differences.

B. The procedure herein set forth shall apply to individual Employees or a group thereof, to the association and shall cover and include any claimed violation, misinterpretation or inequitable application of existing laws, rules, procedures, regulations or work rules established by the State of New York, the City of Beacon, this Agreement, or Rules and Regulations established by the administrators of the City of Beacon or Chief of Police, and any Employee or group thereof shall be entitled to the assistance and representation of the Association and/or counsel at any and all proceedings.

1. The Association shall appoint and designate a Grievance Committee of three (3) Employees and shall file notice thereof with the Chief of the Department and the Mayor, on or before the 15th day of January of each calendar year. The said Grievance Committee shall have the authority to appear with and for any aggrieved Employees and may provide for representation or counsel for any such party or parties.

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2. Any and all writings required hereby shall set forth the name and position of the aggrieved party or parties, the date, time, place, parties and a general statement of the nature of the grievance, identification of the provisions of law, this Agreement, policies or rules involved in the said grievance, and the remedy sought on behalf of the aggrieved party or parties.

3. Any and all hearings required hereby shall be transcribed and the aggrieved party or parties shall be furnished with a copy of the minutes thereof.

4. Any and all decisions required hereby shall be rendered in writing, except that provided by Paragraph 2 hereof.

5. Any and all documents, communications and records dealing with any processing of a grievance shall be filed separately from the personnel files of the party or parties involved.

6. Any and all time requirements hereby set forth shall be strictly adhered to, but may be extended upon agreement by both parties.

C. The substance of the grievance shall initially be orally presented, either directly or through a representative, to the immediate supervisor with the object of resolving the matter informally. The supervisor shall confer with all parties in interest and shall render a decision thereon within twenty-four (24) hours.

D. In the event the party or parties aggrieved are not satisfied with the decision of the immediate supervisor and wish to proceed further, the party or parties shall submit the grievance to the Association Grievance Committee, herein provided, for its review. If the Grievance Committee determines the party or parties have a meritorious grievance, it shall then file a written appeal of the decision of the immediate supervisor with the Chief of the Department, within forty-five (45) days from the occurrence giving rise to the grievance. Within three (3)

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days following the submission of the appeal, the Chief of the Department or his duly authorized representative shall hold a hearing with the party or parties and the Grievance Committee, their representative or representatives, and all other parties in interest. The Chief of the Department, or other duly authorized hearing officer, shall render a decision in writing to the Grievance Committee within three (3) days after the conclusion of the hearing.

E. In the event the party or parties aggrieved, by and through the Grievance Committee, are not satisfied with the decision of the Chief of the Department or his duly authorized representative, as rendered, it shall file a written appeal of the said decision with the Mayor or the Mayor's designee within five (5) days thereof. The Mayor or the Mayor's designee shall, within five (5) days of the receipt of such appeal, hold a hearing upon the grievance and render a decision in writing to the Grievance Committee within three (3) days after the conclusion of the hearing.

F. In the event the party or parties aggrieved, by and through the Grievance Committee, are not satisfied with the decision of the Mayor or the Mayor's designee the said grievance shall be submitted to arbitration by written notice to the Mayor or the Mayor's designee within five (5) days of the receipt of the decision rendered by the Mayor.

G. Within five (5) days following such notice, the City and the Association shall agree upon a mutually acceptable arbitrator to hear and determine the issue or issues of said grievance. In the event the parties are unable to agree upon a single arbitrator within said five (5) day period, each shall designate a person to act as an arbitrator and the two (2) designated arbitrators shall designate a third person to complete a panel of three (3); such person to act as Chairman of the panel.

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H. The selected arbitrator or panel shall fully hear the issue or issues promptly upon such terms and conditions as he/she or they shall designate, and shall issue his/her or their decision thereon, in writing, not later than fourteen (14) days following the conclusion of such hearing or date of final submission to him/her or them.

I. The decision of the arbitrator or arbitrators shall be accepted as final by the parties to the dispute and both shall abide by it, except as may otherwise be provided in Article 78 of the Civil Practice Laws and Rules of the State of New York.

J. The costs for the services of the arbitrators, including expenses, if any, or other expenses including transcription shall be borne equally by both parties.

ARTICLE XXV

TERMINATION

A. It is understood and agreed that no agreement, alteration, understanding, variation, waiver or modification of any terms or conditions herein shall be made by an Employee of the said Police Department of the City of Beacon with the City, and in no case shall it be binding upon the parties hereto, unless made and executed in writing between the parties who are the principals in this Contract, namely, the City and the Association.

B. The provisions of this Agreement shall remain in effect for a period of two (2) years from the day of January 2005, to the 31st day of December, 2006.

C. This Agreement shall remain in full force and effect until the execution of a new Agreement.

ARTICLE XXVI

PREVIOUS PRACTICE CLAUSE

A. Nothing contained in the Agreement shall prevent the City of Beacon from taking action deemed to be in the best interest of the City as a result of any unforeseen financial occurrence or budgetary restraints as deemed necessary by the City Council of the City of Beacon to insure economic survival. The City of Beacon shall be the sole party making such determinations and its determination shall be final. (It is understood between the parties that the Association may initiate proceedings through whatever administrative process is available to them to determine the legality of this clause.)

B. Notwithstanding any provisions contained in this Agreement, nothing herein shall be deemed to limit, restrict, or remove any benefit, right or other thing which each Police Officer of the City of Beacon may now have or be entitled to, or may hereafter be entitled to, pursuant to the City Council adopted rules, regulations or other formal Departmental directions heretofore established; nor shall it be in derogation of any right or remedy which any member may now be entitled to, or may hereafter be entitled to pursuant to any rules, regulations or directive heretofore established.

It is further understood and agreed that all changes in the City of Beacon Police Rules and Regulations shall be voted on pursuant to law by the City Council.

It is further agreed that the President of the Association shall receive a copy of the proposed changes in Rules and Regulations thirty (30) days prior to said change.

ARTICLE XXVII

SAVINGS CLAUSE

A. Should any part hereof or any provision herein contained be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practice.

ARTICLE XXVIII

MANAGEMENT RIGHTS

It is recognized that the management of the Department, the Control of its properties, and the maintenance of order and the efficiency are solely the responsibility of the City. Accordingly, the City retains all rights, except as they may be specifically modified in this agreement, including, but not limited to the selection and direction of the work force, to hire, suspend or discharge for cause, to make reasonable and binding rules which, shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked, to relieve Employees from duty because of neglect of work or for other legitimate reasons, to decide on the location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection procurement, designing, engineering, and the control of equipment and materials; and to

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purchase services of others, by contract or otherwise not specifically limited in this agreement and to make reasonable and binding rules, which shall not be inconsistent with this agreement.

ARTICLE XXIX

LEGISLATIVE CLAUSE

A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF BEACON

DATE: _____

BY: _____
Mayor of the City of Beacon

**CITY OF BEACON PATROLMEN'S
BENEVOLENT ASSOCIATION**

DATE: _____

BY: _____
President



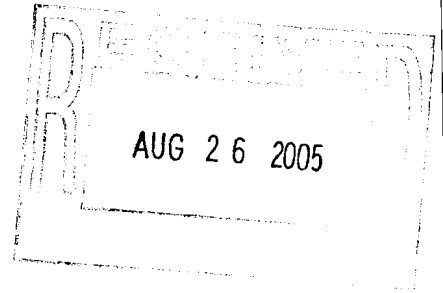
MEMORANDUM OF AGREEMENT

By and Between

The City of Beacon

And

*The City of Beacon
Police Benevolent Association*



The January 1, 2002 through December 31, 2004 Collective Bargaining Agreement is hereby modified as follows. All other provisions remain unchanged except for modification of dates where applicable.

1. ***Term.*** January 1, 2005 through December 31, 2006.

2. ***Article VII.A, Wages.***

Effective and retroactive to January 1, 2005 3.5%

Effective January 1, 2006 3.5%

3. ***Article VII.A, Rank Differentials.***

Effective January 1, 2005:

	<u>Starting Salary</u>	<u>After 1 Year</u>
Detective	Maintain current differential	5.11% above top-of-grade police officer
Sergeant	Maintain current differential	10.62% above top-of-grade police officer
Detective Sergeant		13% above top-of-grade police officer
Lieutenant	Maintain current differential	16.5% above top-of-grade police officer
Detective Lieutenant		19.5% above top-of-grade police officer



4. *Article VII.E, Detective On-Call Pool.*

Effective January 1, 2005, Detective on-call shall be \$2,500.00

Effective January 1, 2006, Detective on-call shall be \$3,000.00

5. *Article IX.G, Vacations.*

Effective January 1, 2006, one (1) police officer per squad shall be permitted vacation.

6. *Article XVI, Health Insurance.*

The City shall maintain the MVP 15 Plan so long as the plan is offered by MVP to the City. The City will take no affirmative action with MVP to eliminate the MVP 15 Plan. If MVP no longer offers the City the MVP 15 Plan, the City will offer the MVP 20 Plan. Upon demand of the PBA, the City and the PBA will enter into impact bargaining.

Dated:

CITY OF BEACON

By: _____

Dated:

CITY OF BEACON POLICE BENEVOLENT ASSOCIATION

By: _____

