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AGREEMENT

BETWEEN

THE CITY OF GLENS FALLS

AND

THE GLENS FALLS POLICE
BENEVOLENT ASSOCIATION, INC.

FOR

JANUARY 1, 2007 TO DECEMBER 31, 2010
# TABLE OF CONTENTS

| ARTICLE 1   | ASSOCIATION RECOGNITION .......................... | 1 |
| ARTICLE 2   | DUES CHECKOFF .................................. | 1 |
| ARTICLE 3   | MISCELLANEOUS .................................. | 2 |
|             | Evaluations .................................... | 3 |
| ARTICLE 4   | RIGHTS OF THE CITY .................................. | 4 |
| ARTICLE 5   | GENERAL CONDITIONS .................................. | 5 |
|             | Telephone ........................................ | 5 |
|             | Changes .......................................... | 5 |
|             | Mileage Allowance ................................ | 5 |
| ARTICLE 6   | SCHEDULES AND TOURS OF DUTY ...................... | 5 |
|             | Regular Hours of Work .......................... | 5 |
|             | Work Schedules .................................. | 6 |
|             | Exchange of Tours of Duty ..................... | 8 |
|             | Vacancies to Assignments ..................... | 9 |
| ARTICLE 7   | COMPENSATION ..................................... | 9 |
|             | Salary ............................................ | 9 |
|             | Longevity ........................................ | 9 |
|             | Educational Differential ..................... | 11 |
|             | Salary Schedule ................................ | 12a-b |
|             | Weekly Pay Period ................................ | 13 |
| ARTICLE 8   | OVERTIME .......................................... | 13 |
|             | Call Back Pay .................................... | 13 |
| ARTICLE 9   | LEAVES ............................................ | 13 |
|             | Vacation Leaves .................................. | 13 |

### SICK LEAVE
- Purpose ............................................ | 17 |
- Method of Accumulation .......................... | 17 |
- Use ............................................... | 18 |
- Eligibility ....................................... | 19 |
- Notification of Illness ...................... | 19 |
- Medical Verification .......................... | 20 |
- Sickness in the immediate family ........ | 21 |
- Bereavement Leave ............................. | 22 |
- Duty connected disabilities ................ | 22 |
- Non-duty connected disabilities .......... | 23 |
AGREEMENT

between

THE CITY OF GLENS FALLS

and

THE GLENS FALLS POLICE BENEVOLENT ASSOCIATION, INC.

PREAMBLE

THIS AGREEMENT is made the day of May 2007 by and between the City of Glens Falls, New York (hereinafter referred to as the City or the employer) and the Glens Falls Police Benevolent Association, Inc. (hereinafter referred to as the Association, Union or the PBA).

ARTICLE I

ASSOCIATION RECOGNITION

1. The City recognizes the Association as the exclusive representative of all police officers employed by the City, excluding the Police Chief in all matters pertaining to salaries, benefits and other terms and conditions of employment.

ARTICLE 2

DUES CHECKOFF

2.1 The City agrees that the PBA shall have exclusive payroll deduction of regular membership dues and other authorized deductions for police officers, and no other organization shall be accorded any such payroll deduction.

2.2 The City agrees it shall deduct from the wages of those employees who have signed the appropriate payroll deduction authorization permitting such deduction and remit such
2.3 The PBA agrees to indemnify and hold the City harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the City pursuant to the provisions of this section.

2.4 All deduction under this Article shall be subject to revocation under Section 93-b of the General Municipal Law, as amended, by the police officers who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the Association and the City Treasurer. The City Treasurer shall thereafter cease withholding any monies whatever under such checkoff authorization.

ARTICLE 3

MISCELLANEOUS

3.1.1 The PBA recognizes the right of management to deploy its personnel and carry out its mission in the operation of the Police Department and the City recognizes that the PBA represents all individuals in the bargaining unit all phases of the employment relationship.

3.1.2 It is therefore agreed that Supervisors (Chief, Captains, Sergeants) shall not solicit any discussions with members of the bargaining unit relative to any proposed changes in terms and conditions of employment. Any proposed changes in terms and conditions of employment shall be addressed only to the PBA President or the designated PBA representative. Upon request, the City shall provide the PBA with any information upon which the City may be relying in requesting the proposed change.
3.2.2. Every officer referred to above shall be entitled to submit a written response to their individual evaluation. Such written response will be included on the original evaluation form and made part thereof.

3.2.3. After the completion of the written evaluations all members evaluated shall receive a copy of their individual evaluation with a copy to the PBA.

Bulletin Boards

3.3 The City agrees to allow the PBA to maintain a bulletin board in the squad room. The PBA agrees that the City shall not be responsible for the material posted.

ARTICLE 4
RIGHTS OF THE CITY

Except as expressly limited by the provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of City programs, to administer the Civil Service system, including the recruitment, examination, selection, appointment, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or existing positions in accord with law, and to discipline or discharge employees in accord with law and the provisions of this Agreement.
3.1.3. The PBA President or designated PBA representative shall be notified and given
an opportunity to be present before any supervisor discusses potential discipline or disciplinary
charges with an individual member of the bargaining unit. Upon request, the PBA shall be
entitled to all of the information upon which any proposed disciplinary action is based.

EVALUATIONS

3.2.1. On an annual basis evaluations will be performed on All Police Officers, Patrol
Sergeants, Administrative Sergeants, Detective Sergeants, Investigators, and Captains within the
Police Department. The evaluations will be performed in the following manner, using the form
attached as Exhibit “A”.

Patrol sergeants will be responsible for evaluating police officers assigned to their
respective tours. The number of police officers assigned to each tour will be fairly divided
among the Patrol Sergeants who will perform their evaluations.

The Detective Sergeant in charge of the Detective Division will perform the evaluations
on all members of the Detective Division, while the Captain assigned to the B-line tour will
perform the evaluation on the Detective sergeant in charge of the Detective Division. The
Captain assigned to the B-line tour will also perform the evaluation on the Administrative
sergeant assigned to the B-line and Patrol Sergeants assigned to the C-line.

The Captain assigned to the C-line tour will perform the evaluation on the Patrol
Sergeants assigned to both the C-line and the A-line tours.

The Chief of Police will perform the evaluations on the Captains.
ARTICLE 5
GENERAL CONDITIONS

TELEPHONE

5.1 All police officers shall be required to obtain and maintain an operating telephone in their place of residence.

CHANGES

5.2 Police officers shall notify the Police Chief immediately of any changes in their address and telephone number.

MILEAGE ALLOWANCE

5.3 The City will reimburse police officers at the IRS rate per mile for the use of personal vehicles in connection with prior authorized official travel. This provision shall take effect on the date of signing of this Agreement by both parties. City vehicles will be utilized for City business whenever possible.

ARTICLE 6
SCHEDULE AND TOURS OF DUTY

Regular Hours of Work

6.1.1. The work week shall consist of forty (40) hours, five (5) eight (8) hour days including Saturday and Sunday, it being understood that police officers will be required to work as a regular shift either a Saturday or Sunday and be given other days off during the week in lieu of the Saturday or Sunday worked. Each police officer shall be guaranteed one-hundred four
November and will be in place on the A-line shift of the first Sunday of the following year.

DARE officers shall not constitute an active duty patrolman for the purpose of bidding into the scheduled tours. DARE officers shall be assigned tours comparable with the B-tour. DARE officers may be required to work a shift or tour different from the scheduled tours to accommodate teaching responsibilities.

6.2.3. If, for any reason, there is a permanent opening within the schedule, Patrolmen shall be entitled to rebid for their assignment within sixty days of the opening unless the Chief of Police changes the table of organization.

6.2.4. Any Patrolmen or Sergeant who is in a no pay status, i.e.: suspension, sick leave, etc. with the exception of unpaid leave of absence or duty connected disability which has lasted six month or more, shall be entitled to bid for their assignment.

6.2.5. The PBA acknowledges that in the event of an emergency, pursuant to Section 971 of the Unconsolidated Laws, the Chief may hold over members of a platoon and call members back to duty to provide police coverage necessitated by said emergency. To the extent reasonably possible, the Chief shall discuss the hold over and call back procedures which shall be utilized with the PBA unless established procedures are provided.

6.2.6. The PBA acknowledges that the City may find it necessary to change the table of organization to meet the needs of the community for adequate police coverage. In such event, the Chief shall discuss any proposed changes in the table of organization with the PBA and the revised table of organization shall be posted for the purpose of allowing all Patrolmen to bid their positions in accordance with seniority.
6.2.7. Any Patrolman who transfers into this department may be placed on a rotating schedule of two-week rotations for a period of not more than forty-five days at which time he shall fill any current vacancy through utilization of the re-bid process.

6.2.8. Any new Patrolman who is hired by this department after completion of basic training may be placed on a rotating schedule of two week rotations for a period of not more than twelve (12) weeks at which time he will be placed on a tour at the Chief's discretion. Such placement shall not displace a senior man from his days off or tour. The two week rotation may be extended after 90 days, if necessary, but not to exceed one year from the date of hire. Upon completion of one year from date of hire, the Patrolman shall fill any current vacancy through utilization of the re-bid process.

6.2.9. Any member assigned to training may have his schedule changed to facilitate his attendance at school: No overtime will be incurred as a result of such change. Changes made here do not require PBA approval.

6.2.10. When a temporary shortage exists in a platoon, the Chief, at his discretion may assign the most junior member or a volunteer to the tour.

EXCHANGE OF TOURS OF DUTY.

6.3.1. Police officers shall be permitted to exchange tours of duty upon their mutual agreement to do so, provided however that appropriate prior written approval has been obtained. Approval shall not be unreasonably denied.

6.3.2. For the purpose of computing overtime, all hours worked pursuant to this section shall be considered as hours worked by the police officer originally scheduled to work such hours
and the police officer performing the hours worked in exchange waives any consideration of such hours for overtime.

6.3.3. Such exchanges shall not be permitted if they will result in a police officer working more than sixteen (16) consecutive hours.

6.3.4. Police officers shall submit their written requests to exchange tours of duty to the duty Sergeant with a copy to the PBA.

VACANCIES TO ASSIGNMENTS

6.4. Vacancies to assignments shall be posted and all members shall be entitled to bid for such positions. Assignments shall be made on the basis of seniority, ability and scores on the evaluations which have been completed in accordance with Article 3 herein. Each vacancy shall be filled so that the best interests of the City is met. Any member who is by-passed in selection for such assignment shall be advised of the reason and may file a grievance if he believes the Department’s decision to be erroneous.

ARTICLE 7

Compensation

7.1.1. Salaries shall be increased across the board:

- Effective 1/1/2007 - 3%
- Effective 1/1/2008 - 3%
- Effective 1/1/2009 - 4%
- Effective 1/1/2010 - 4%
7.1.2. **Longevity.** The official salary schedule includes and contains a longevity increase added to salaries at the beginning of their 10th, 15th and 20th years of police service commencing on the anniversary date of each police officer’s appointment to the Police Department. Effective January 1, 2007, those longevity benefits will be increased by the following amounts.

- 10 years: $1,500.00
- 15 years: $2,000.00
- 20 years: $2,500.00

The increases to the longevity benefits set forth above are reflected in the official salary chart which appears at ¶ 7.3 hereof.

7.1.3. The annual pay rate for each police officer, shall be based on years of service, less any periods of disciplinary suspension, and his pay shall be adjusted on the anniversary date of his appointment to the Police Department. “Disciplinary suspension” shall be defined as any suspension pursuant to an order of an arbitrator, an order of PERB, or voluntary suspension in the event a grievance is waived.

7.1.4. The hourly rate for Duty Sergeants shall be computed by dividing annual salary by 2080 hours (40 hours/week x 52 weeks). The overtime rate for Duty Sergeants shall be computed by multiplying the individual’s hourly rate by 1.5
EDUCATIONAL DIFFERENTIAL

7.2.1. In addition to the above salaries, a non-cumulative educational differential will be paid in one lump sum on or about December 1st to a police officer with a degree in Police Science, Criminal Justice or a closely related field according to the following schedule:

7.2.2. $125.00 annually- Associates Degree in/or sixty (60) or more satisfactorily completed credit hours leading to an Associates Degree in Police Science, Criminal Justice or a closely related field.

7.2.3. $175.00 annually - Bachelors Degree in/or one hundred twenty (120) or more satisfactorily completed credit hours leading to a Bachelors Degree in Police Science, Criminal Justice or a closely related field.
7.3. The following shall constitute the official Police Department salary schedule effective January 1, 2007 through December 31, 2010. It includes the longevity benefit increases described in §7.1.2 hereof.

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<th>2006 salary</th>
<th>New Longevity Increments (§7.1.2)</th>
<th>Salary with new longevity increments</th>
<th>2007 (3%)</th>
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WEEKLY PAY PERIOD

7.4.1. For payroll purposes only, the standard work week for the City police officers shall begin with Sunday of each week and end on Saturday of that week.

7.4.2. The City agrees that paychecks issued to police officers will be delivered to employees each week no later than the Thursday following the end of the payroll period.

7.4.3. Authorized overtime compensation shall be paid to officers by the close of the second payroll period during which the overtime was earned.

ARTICLE 8

OVERTIME

8.1 Police officers who work in excess of forty (40) hours, a normal work week, shall be compensated for such overtime at one and one-half (1 ½) times the straight hourly rate for each hour of overtime worked for which overtime has not been earned previously.

8.2. Overtime work must be authorized in advance by the Police Chief or his designee before credit for overtime work may be allowed.

8.3. An overtime list shall be set up on the basis of seniority for each rank in the Department. Overtime shall be offered on a rotating basis. If a police officer is not available, cannot be contacted, refuses to work, or works, his name shall be placed at the bottom of the list. This provision shall not apply to the DWI car.

8.4 Time during which a police officer is excused from work because of vacation, holidays, personal leave, sick leave at full pay, or other leave at full pay, shall be considered as time worked for the purpose of computing overtime.
CALL BACK PAY

8.5. Any member of the Police Department who is required to perform services as follows: call back duty, grand jury appearances, motor vehicle hearings, and all court cases during hours when said police officer is not regularly on duty, shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) for such work, even if less than two (2) hours is actually worked.

8.6. A record of the actual hours worked by the police officers under Section 8.5 will be maintained by the Police Department. It shall be the obligation of the police officer seeking pay under this provision to notify the appropriate recording officer of this time of arrival and time of completion at the location where the work is to be performed.

ARTICLE 9
LEAVES
VACATION LEAVE

9.1.1. Vacation credits shall be determined by full calendar months worked.

9.1.2. Eighty percent (80%) or more in pay status during a month shall count as a month for the purpose of accumulation under this provision.

9.1.3. Leave shall accrue while police officers are in a leave with pay status.

9.1.4. Vacation leave entitlement is determined by the date of starting each permanent full-time service with the City and is based on continuous City service. A break of less than one (1) year in service shall not interrupt a police officer’s continuous service for the purpose of computing vacation leave; however, the period of the break in service shall not be counted in determining the police officer’s accrued vacation.
9.1.5. Vacation leave must be taken during the twelve (12) month period following the twelve-month period during which it is earned. The period of vacation utilization shall be the calendar year, from January 1st through December 31st inclusive.

9.1.6. To the extent that the work to be performed permits, vacations shall be granted for the vacation period requested by the police officer.

9.1.7. Vacation leave shall be selected by seniority by platoon with each police officer having accrued vacation selecting two (2) weeks, and once all of the police officers have had an opportunity to make their initial selection, repeating this selection process until all police officers shall have had the opportunity to schedule their accrued vacation leave. This process shall be completed not later than January 31st of each calendar year.

9.1.8. A scheduled vacation not used by the police officer puts such police officer in the non-scheduled vacation category. Scheduled vacations have priority over non-scheduled vacations.

9.1.9. Vacation leave may not be taken without the prior approval of the Police Chief or his designee and so far as practical, no more than 1 Captain, 1 Sergeant, 1 Investigator, 1 patrolman per tour of duty, (i.e., a maximum of 3) shall be on vacation leave at any one time.

9.1.10. Police Officers shall have the right to take their accrued vacations in consecutive days or in units of ½ day, subject to exigencies of the Department.

9.1.11. There shall be no accumulation of unused vacation time except with the written approval of the Police Chief or his designee, and in that event, shall not exceed beyond the next succeeding year. Any police officer deprived of an opportunity to take his vacation in any calendar year may accumulate the period of which he has been so deprived. In any such event,
no police officer shall accumulate more than five (5) weeks vacation, but any such person who has been so deprived as to accumulate vacation shall have first choice over all others in the Department for a scheduled vacation.

9.1.12. In the event of separation from employment prior to one (1) year of service from date of hire, no vacation leave shall have been earned.

9.1.13. No police officer shall be called back to work while on vacation leave, except where a state of emergency exists.

9.1.14. Upon a police officer’s termination of service after having completed one (1) year of continuous permanent full-time service, the City shall pay said police officer any earned and accumulated unused vacation credits.

9.1.15. Upon the death of a police officer having more than one (1) year of continuous full-time service, his accumulated vacation time shall be paid in cash to his designated beneficiary.

9.1.16. All police officers shall earn and accumulate vacation according to the following schedule:

a) After the completion of one (1) year of Police Department service, he shall be entitled to fourteen (14) days, ten (10) work days, of vacation;

b) After completion of four (4) years of Police Department service, he shall be entitled to twenty-one (21) days, fifteen (15) work days, of vacation;

c) After completion of eleven (11) years of Police Department service, he shall be entitled to twenty-eight (28) days, twenty (20) work days, of vacation;

d) After completion of nineteen (19) years of Police Department service, he shall be entitled to thirty-five (35) days, twenty-five (25) work days, of vacation.
SICK LEAVE

PURPOSE

9.2.1. Sick leave is granted police officers to allow the continuation of pay and fringe benefits in case of personal or family illness, injury or death. Sick leave is not an earned right to be taken as earned vacation.

METHOD OF ACCUMULATION

9.2.2.1. Sick leave is accumulated at the rate of ten (10) hours per month from the date of hire up to a maximum of one hundred eighty (180) days.

9.2.2.2. A police officer must be in paid status for eighty (80%) percent of any month to be credited with earned sick leave.

9.2.2.3. A police officer may accumulate an additional two (2) days sick leave if, in the preceding calendar year, the police officer used no sick leave, up to a maximum of one hundred eighty (180) days. In the event a police officer shall already have the maximum of one hundred eighty (180) days accumulated, the City shall pay the police officer an amount equal to the value of the two (2) additional sick days. The value of the two (2) additional sick days shall be determined by using the police officer’s rate of pay in effect on December 31st and shall be paid during the month of January.

Types of Illness, Injury or Death Covered

9.2.3. Sick leave shall cover necessary absence from duty because of:

a) The illness or bodily injury of the police officer;

b) The serious illness or death of an immediate family member of a police officer;
c) The exclusion from employment for quarantine because of exposure to contagious disease as defined by the City Health Officer.

Use

9.2.4.1. Sick leave shall be in one-half (½) day increments only.

9.2.4.2. In the event of a resignation from City employment or discharge, the accumulated sick leave shall be cancelled and not paid for; the City shall not be liable for payment of unused sick leave after the employment is terminated, except as provided for in Section 12.3 of this Agreement (Retirement) when a police officer returns to City service within one (1) year of the date of separation, he shall be credited with any unused accumulation of full pay benefits.

9.2.4.3. Sick leave for medical, dental or optical examinations or treatment must be approved in advance by the Police Chief or his designee, unless an emergency situation is involved.

9.2.4.4. Any police officer taking sick leave for any part of a day immediately before or after a vacation period or holiday in excess of one (1) day, must, before returning to work, provide the Police Chief or his designee with a statement from a licensed physician, containing the dates of illness and the nature of the illness. The Police Chief or his designee may waive said statement where he has ascertained the validity of the illness.

9.2.4.5. All time for which a police officer is compensated by sick leave payments shall be considered as time worked for the computation of vacation, holiday, sick leave, overtime and seniority.
Eligibility

9.2.5.1. Police officers on sick leave are not entitled to sick leave pay for any day when a second job is worked, unless approved by the Police Chief.

9.2.5.2. After a police officer exhausts all of his accrued sick leave, he may further extend his sick leave by utilizing his other accrued leaves.

9.2.5.3. The sick leave record of each police officer shall be available for his inspection during the hours of 8:00 o’clock in the morning and 5:00 o’clock in the evening, Monday through Friday, upon three (3) days notice in writing, Monday through Friday, to the Police Chief or his designee.

9.2.5.4. A police officer’s eligibility for payment of sick leave for time allegedly lost due to illness or contagious disease contact shall be determined by the City Health Officer, and his decision shall be final, subject to the grievance and arbitration procedure.

9.2.5.5. A police officer using sick leave during a period that includes a scheduled holiday will be paid at his base pay for the holiday and will not be charged for a day of sick leave for the holiday.

Notification of Illness

9.2.6.1. A police officer who requests sick leave shall notify the Police Chief or his designee as early as practicable and at least one (1) hour before his regular start time on the first day of absence, if possible. Failure to give sick notice may result in a forfeiture of pay, as the circumstances justify or as determined by the Police Chief or his designee.
9.2.6.2. When an absence due to illness continues for a period in excess of one (1) week, the police officer shall report at weekly intervals, giving his condition, progress, probable date of return and the name of the attending physician.

9.2.6.3. If the police officer is out ill for thirty (30) consecutive calendar days, the Police Chief or his designee, shall have the right to request a doctor’s verification of the illness. The Police Chief or his designee may request such verification every thirty (30) consecutive calendar days thereafter.

Medical Verification

9.2.7.1. Police officers suspected of abusing sick leave privileges may be required to submit to a medical verification in substantiation of each absence due to claimed illness, regardless of duration. This requirement will not be invoked without first advising the police officer in writing of his questionable sick leave record and giving him an opportunity to explain his sick leave absences using the form attached hereto as Exhibit “A”. Officers receiving such a memorandum as attached as Exhibit “A” are required to sign for its receipt.

9.2.7.2. If an officer is unable to reasonably explain his use of sick leave, then the Department may put him on the ninety (90) day medical verification program. If the police officer provides medical verification for each sick leave absence taken over the next ninety (90) days, he will be deemed to have improved and will be taken off the ninety (90) day medical verification program. When an officer is placed on the medical verification program, he will receive written notification and will sign at the bottom of that written notification to indicate the date of receipt.
9.2.7.3. A police officer has the right to file a grievance regarding having been placed upon the ninety (90) day medical verification program, however, during the pendency of such grievance, the officer shall be required to abide by the medical verification program.

9.2.7.4. The medical verification procedure established herein applies only one time per employee in an 18 month period; however, nothing herein will prevent the City from imposing discipline in appropriate circumstances.

9.2.7.5. Sick Leave Incentive. An employee who does not use any sick leave in a calendar quarter (January - March, April - June, July-September, October-December) shall receive a payment of $150 for that quarter. There will be no substitution of personal, vacation or other leaves, including §207-c or Worker's Compensation leave, in reference to the incentive payment.

Sickness in the Immediate Family

9.2.8.1. A police officer who is absent from duty as a result of a serious illness in his immediate family (current spouse, parents, step-parents, children, mother-in-law, father-in-law, or other persons living within the household), may, with the prior approval of the Police Chief or his designee, be granted leave with pay up to nine (9) work days per year, which shall be deducted from his accumulated and unused sick leave time.

9.2.8.2. The provisions of Section 9.2.7., medical verification, however, with respect to said illness in the immediate family may be required by the City.
Bereavement Leave

9.2.9.1. In the event of a death in the employee's immediate family, employees shall be allowed up to a maximum of three (3) days per death as paid bereavement leave.

9.2.9.2. Immediate family shall be defined as current spouse, parents, sister, brother, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-father, step-mother, grandchild or other persons living in the household of the employee.

9.2.9.3. Subject to the prior discretionary approval of the Police Chief or his designee, an employee may be granted time off to be deducted from his or her accumulated sick leave for the purpose of attending the funeral of someone closely associated with the employee.

9.2.9.4. A police officer shall not be entitled to add bereavement leave to his vacation, but if a death occurs during an officer's vacation, he may cancel his vacation and use bereavement leave.

Duty Connected Disabilities

9.2.10.1. Any police officer who is injured or taken sick in the performance of his duties shall be entitled to the benefits of Section 207-c of the General Municipal Law including his salary and medical benefits. If a police officer is out on leave pursuant to Section 207-c for less than one year, the police officer will continue to accrue benefits; however, if a police officer is out on leave pursuant to Section 207-c (not working) for one year or more, the police officer will not accrue the following: vacation time, holiday pay, sick leave, personal leave, clothing allowance, cleaning allowance, educational incentive or range pay (nor will he be required to complete the range program). However, upon return to duty, such police officer shall be entitled to such fringe benefits commencing in the year that he returns to duty. Such officer shall also be
required to permit reasonable medical inspections at the request of the City, in accordance with §207-c. Any dispute arising between the City and a police officer regarding his §207-c rights or obligations shall be resolved in accordance with the grievance and arbitration procedures of this agreement except as follows: A stenographic record shall be made at the arbitration hearing and the grievant or his representative shall arrange to have the stenographer present. The transcript shall constitute the official record of the proceeding and the cost of the transcript shall be divided equally between the parties.

Non-Duty Connected Disabilities

9.2.10.2. The parties acknowledge that §72 of the Civil Service Law is applicable to any police officer, who in the opinion of a superior officer, may be unable to perform his regular duties due to a non-$207$-c disability. Said §72 provides generally that the police officer may be directed to report for a medical examination, provides the procedures which the parties shall follow and sets forth the benefits which the officer is entitled to if placed on disability leave.

PERSONAL LEAVE

Eligibility

9.3.1. A police officer shall earn five (5) leave days with pay for personal business in a calendar year, except in the calendar year in which he is hired. During the calendar year in which a police officer is hired, he shall accrue two (2) personal leave days for each of the two (2) full four (4) month periods he worked and one (1) personal leave day for the last full four (4) month period.

Definition

9.3.2. Personal business is defined as any business that cannot be conducted at a time not in conflict with the police officer’s regular work day.
Application

9.3.3.1. Prior approval for personal leave must be obtained from the Police Chief or his designee, which will not be unreasonably withheld if it does not interfere with the proper conduct of the Department.

9.3.3.2. Notice of such leave shall be given as far in advance as is possible. In any event, a police officer must contact the Police Chief or his designee, at least two (2) days in advance of each absence for personal leave.

Use of Personal Leave

9.3.4.1. Personal leave may be used in one-half (½) day increments.

9.3.4.2. Personal leave shall not be accumulated from one year to the next.

9.3.4.3. Unused personal leave shall not be paid in cash at any time.

9.3.4.4. Allowable and allowed personal leave time shall be considered for all purposes as continuous services, but, in the event of resignation or discharge of any employee, his unused personal leave time shall be cancelled and not paid for.

Subpoena

9.4. A police officer subpoenaed to appear before a court on any matter not related to their work, and in which they are not personally involved as a plaintiff or defendant, shall be granted leave with pay for the necessary period in Court with the understanding that any compensation received from the Court appearance shall be immediately paid, upon receipt by the police officer, assigned to the City.
Civil Service Examinations

9.5. A police officer shall be allowed time off, with pay, to take open competitive and promotional Civil Service Examinations for City positions, provided said examination is scheduled during his regular hours of work.

Time Off to Vote

9.6. The City will comply with the requirements of the New York State Law relative to affording police officers time off to vote in elections. Pay for such time off to vote will be at base rates.

UNPAID LEAVE OF ABSENCES

Eligibility

9.7.1.1. A police officer may submit a request to the Police Chief or his designee for an unpaid leave of absence without benefits or accrual of benefits for a period of up to one (1) year after completing five (5) years of continuous permanent full-time service with the City from the police officers' date of permanent service.

9.7.1.2. Approval of unpaid leave of absence shall be at the sole discretion of the Mayor or his designee, and the decision of the Mayor or his designee with regard to unpaid leave shall not be subject to grievance.

9.7.1.3. The request for such leave must be given to the Mayor or his designee in writing at least thirty (30) calendar days before commencement of the unpaid leave. In unusual circumstances, such time period may be waived by the Mayor or his designee.

9.7.1.4. A leave of absence will not be granted to enable a police officer to try for or to accept employment elsewhere or for self-employment, except as noted in subsections
9.8.4.1., 9.8.4.2. and 9.8.4.3.2. The police officer may not accept full-time employment with another employer during the term of his absence.

Benefits

9.7.2.1. Police officers will retain, but not accrue, seniority, sick leave, vacation leave and personal leave while on any leave of absence granted under this section. All other benefits shall be discontinued. Police officers who are on leave without pay will not earn benefits during such time period.

9.7.2.2. Police officers shall be returned in the same title they held at the time the leave of absence was approved, provided the police officer furnished the City with two (2) weeks notice of the exact day of return. Police officers who return from unpaid leave of absence shall return to their previous positions upon curtailment of said leave, if still open. Otherwise, they shall be placed on the reinstatement list.

Application for Leaves

9.7.3.1. Any request for an unpaid leave of absence shall be submitted in writing by the police officer to the Police Chief or his designee. The request shall state the reason the leave of absence is being requested and the length of time off the police officer desires.

9.7.3.2. Authorization for an unpaid leave of absence shall be furnished to the police officer in writing by the Mayor or his designee.

9.7.3.3. Requests for immediate unpaid leaves, not to exceed ten (10) work days because of a special emergency, shall be answered within three (3) work days of the receipt of the request by the Police Chief or his designee.
9.7.3.4. Upon receipt by the Police Chief or his designee of a request for an unpaid leave of absence, such request shall be answered within ten (10) work days.

Association Business

9.8.4.1. Police officers selected by the Association to do Association work which takes them from their employment with the City, shall, upon written request of the Association, be granted a leave of absence subject to the approval of the Mayor. The leave of absence shall not exceed one (1) year.

9.8.4.2. Police officers of the Association selected by the Association to participate in any other Association activity shall be granted a leave of absence at the written request of the police officer and the Association. A leave of absence for such Association activity may not exceed one (1) month. Such leave may be extended for an additional one (1) month period upon the written request of the police officer and the Association.

9.8.4.3. Notification for leave shall be submitted by the Association to the Chief as soon as reasonably possible to permit proper scheduling.

9.8.4.4. The total number of police officers on unpaid leave of absence for Association business at one time shall not exceed two (2).

Education

9.9 Educational leave without pay shall be granted on a fair and equitable basis to any police officer for job-related education upon the written request of the police officer, subject to the approval of the Police Chief or his designee, and further subject to the approval of the Mayor. Said leave must be for the purpose of improving a police officer’s job proficiency or to prepare
the police officer for advancement to a higher position within the City. Some expense of such
training may be borne by the City, at the discretion of the City.

Employment Opportunities

9.10 Police officers shall be granted a leave of absence without pay on a fair and
equitable basis to enable such police officer to serve temporarily, provisionally, for trial periods,
or for periods necessary to qualify for permanent appointment to a competitive class, or another
position of a higher class that requires such conditions to be met, or where a police officer is
offered a job or a permanent transfer, so long as said employment is with any department of the
City and the police officer has permanent status and such work force change is not contrary to
Civil Service Law. The Department may limit this provision to one officer at a time.

Calculation of Duty Sergeant Leave

9.11 When a Duty Sergeant takes leave on a Monday through Friday work day, such
leave shall be counted as a single day of sick, vacation, or personal time. When a Duty Sergeant
takes leave on a Saturday or Sunday, such leave shall be counted as a day and half of sick,
vacation or personal time. Furthermore, a vacation week for Duty Sergeants shall begin on the
first day of the four day period which constitutes a Duty Sergeant’s work week, and end on the 1st
day of that same four day period.

ARTICLE 10

HOLIDAYS

10.1 Each police officer of the Police Department shall be paid for eleven (11)
holidays, as hereinafter designated, per year, regardless of the number of holidays worked.
10.2. The following days shall be designated as holidays:

- New Year’s Day
- Martin Luther King Day
- Lincoln’s Birthday
- Washington’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

10.3. The rate of pay for the purpose of this provision shall be calculated at the rate of eight (8) hours per holiday.

10.4. The hourly rate will follow the standard formula which shall apply to all police personnel, i.e., the hourly rate determined by the wage and/or salary factor established by the New York State Comptroller, i.e., for the common year (365 days) .019178, and for leap year (366 days) .0191255.

10.5. To qualify for holiday pay, a police officer must be on in pay status.

10.6. A police officer who works a holiday shall be paid for actual hours worked in addition to the holiday pay at the rate of straight time. A police officer who works one of the following designated holidays shall be paid for actual hours at the rate of time and one-half (1 ½) in addition to the holiday pay: Christmas Day, Thanksgiving Day, Labor Day and Independence Day.
ARTICLE II

INSURANCE

Active Employees

11.1.1. The City will provide hospitalization and medical insurance benefits for single, two-person or family coverage for medicare. Such coverage will begin on the first day of the first month following a police officer's employment date as a permanent full time police officer and shall end on the last calendar date of the month of the employee’s termination of employment or longer, if required by law.

11.1.2. This paragraph intentionally omitted.

11.1.3. The City agrees to provide either MVP, Empire Blue Cross/Blue Shield of Northeastern New York or equal or equivalent coverage at a cost to the employee per month of:

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11.1.4. On at least an annual basis police officers shall be given the option of changing from the health insurance option they have selected. The open enrollment period shall end on December 31st of each year.

11.1.5. Upon the death of an active police officer, his surviving spouse shall be eligible to continue the City health insurance under the same conditions as the active police officer.

**Retired Police Officers**

11.2.1. The City shall provide hospitalization and medical insurance benefits for single, two persons, family coverage or medicare for eligible police officers who retire after January 1, 1989. Such coverage shall begin on the first day of the first month following the termination of such coverage as an active police officer. The City shall offer such retiring police officer the option of participating in a health maintenance program. The City shall be free to choose the carrier and/or health maintenance organization provided there shall be no change in benefit coverage.

11.2.2. Police officers covered by this Agreement who retire during the term of this Agreement shall contribute to the cost of health insurance (i.e. health maintenance program) at the same rate at which the employee paid at the time of the employee's retirement; provided, however, if at the time of retirement the employee has elected the health maintenance program, this program will continue to be offered to the retired employee at no cost to the employee as long as this program is available to the City. Once the retired employee reaches the age of sixty-
five (65) the City shall offer at no cost to the employee the medicare supplement to the health
maintenance program to the retired employee. If either the health maintenance program or the
medicare supplement to the health maintenance program should no longer be available, the
retired employee shall have the right to transfer to the health insurance program and shall
contribute to the cost of the health insurance program at the rate which was in effect for
employee contributions for the health insurance program at the time of the employee’s
retirement.

11.2.3. Upon the death of a covered employee, his surviving spouse shall be eligible to
continue the City health insurance under the same conditions as the retiree.

11.2.4. “Retirement” in this Article shall mean retirement as defined in Article 12 of this
Agreement or disability retirement pursuant to the New York State Police and Firemen’s
Retirement System.

11.2.5. If an officer is killed in the line of duty, his or her spouse and dependents shall
receive health insurance fully paid by the City for the life of his or her surviving spouse.

Health Insurance Reimbursement Program

11.3. Those police officers covered by this Agreement who have other health insurance
coverage may elect to cancel their coverage through the City. Those police officers who choose
to cancel will be reimbursed at the rate of $750.00 per calendar year for cancellation of
individual coverage and $1,500 per calendar year for cancellation of family coverage. The
reimbursement by the City will be paid in three (3) equal payments on April 30, August 31 and
December 31 of the year following the submission of a claim form by the police officer. Said
claim form must be filed by January 31 each year and such police officer must acknowledge that
at the rate of Ten and 00/100 Dollars ($10.00) per day. This compensation shall not affect the police officer’s application of unused sick days towards his retirement under §12.2.

12.3.1. Police officers covered by this Agreement must give at least thirty (30) days notice of their intent to retire.

12.3.2. To be eligible for this retirement bonus a police officer must be covered by this Agreement and have ten (10) years or more of service with the City and retire under the terms of one of the retirement plans referred to in §§12.1. and 12.2. above or on disability.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURE

Definition

13.1.1. Grievance shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations applicable to the members of the Department and shall include all provisions of this Agreement.

13.1.2. All reference to days in this Article shall mean City business days, Monday through Friday, excluding holidays.

Procedure

13.2.1. A. A grievance procedure shall be as follows:

i. **Step One:** The police officer shall present his grievance against the City orally to his immediate Supervisor. The Supervisor may, upon consultation with the Chief, take appropriate action to address the grievance.

ii. **Step Two:** If the grievance is not resolved at Step One, the PBA may present a grievance, in writing (on the form which is attached hereto as Exhibit “C”), to the
Chief, with a copy to the personnel office, within fifteen (15) days of the act or omission which gave rise to the grievance. Within ten (10) days of receipt of the grievance, the Chief shall submit his answer to the PBA, with a copy to the personnel office.

iii. **Step Three:** The PBA may request a review of the Chief's answer by the Mayor, within ten (10) days of receipt of the answer. The Mayor shall render a determination affirming, reversing, or amending the Chief's answer within five (5) days of the review request.

iv. **Step Four:** Within seven (7) days of the Mayor's decision, either party may elect to refer such decision to the Labor Management Committee, which will attempt to resolve the grievance. Labor Counsel for the City and the PBA Attorneys may be present at this meeting also. If a mutually agreeable resolution cannot be produced at this stage, either party may demand arbitration.

v. **Step Five:** Any demand for arbitration shall be filed with the New York State Public Employment Relations Board. The procedures set forth in part 207 of the PERB rules of procedure shall govern the arbitration proceedings. Furthermore, at all arbitration proceedings, a stenographic record shall be made. The City shall arrange to have a stenographer present at every arbitration, unless the presence of a stenographer is waived by both parties. The stenographic record and exhibits shall constitute the official record of the proceedings and the cost of the official record shall be divided between the parties.

B. *A settlement of a grievance in Step one through Step Four shall not constitute a precedent in other and future cases unless the parties agree that such settlement shall have such effect.*
Miscellaneous

13.3.1. The failure of the City to meet the deadlines specified herein shall permit advancing to the next step. However, such failure to respond shall not start the time running within which the PBA must proceed to the next step. The failure of the PBA to proceed within the time limits, specified shall be deemed to be a settlement of the grievance.

13.3.2. The parties may mutually agree to extend any of the time limits provided herein.

13.3.3. A settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

13.3.4. The City may institute grievances against the PBA at Step Three of the grievance procedure.

ARTICLE 14

DISCIPLINE

Civil Service Law Protection and Waiver

14.1. Violations of the Police Department’s Standards and Procedures Manual, the Police Department’s Rules and Regulations Manual and this Agreement may constitute grounds for disciplinary action.

14.2.1. All police offices shall be entitled to the rights as provided for by §75 and §76 of the New York State Civil Service Law.

14.2.2. In the alternative, a police officer may elect to have disciplinary charges processed in accordance with the grievance procedure in Article 13 of this Agreement,
commencing at Step Two. The police officer must make such election in writing in accordance with the notice of discipline.

14.2.3. If the police officer is not represented by the PBA, he shall be entitled to be represented by an attorney of his own choosing at every step of the procedure.

**Access to Grievance Procedure**

14.3.1. If a police officer has not completed his probationary period he may be terminated in accordance with the Civil Service Law and said termination shall not be subject to the grievance procedure.

**Notice of Discipline**

14.3.2. The Notice of Discipline shall be in writing and shall set forth the specific acts for which discipline is being imposed and the penalty proposed. The Chief, in his discretion, may impose loss of accrued leave days as discipline. The notice shall contain a description of the acts or omissions alleged to be the evidence of misconduct or incompetency including reference to dates, times and places.

14.3.3. The Notice of Discipline served on the police officer shall be accompanied by a written statement that:

   a. The police officer has a right to object by filing a grievance at Step 2 of the grievance within ten (10) days.

   b. If the police officer is not represented by the PBA, he is entitled to be represented by an attorney of his own choosing at every step of the grievance.

14.3.4. The Notice of Discipline shall be served on the police officer personally or by registered or certified mail, return receipt requested.

-37-
ARTICLE 15
LABOR-MANAGEMENT COMMITTEE

15.1. Three (3) members of the Labor-Management Committee shall be appointed by the President of the Common Council and three (3) members shall be appointed by the President of the Association. The President of the Common Council shall appoint the Chairman of the Committee from the six (6) committee members. The Chairman shall convene all meetings on his own initiative or on the request of either party. The Chairman shall have a vote.

15.2. The Committee shall meet as necessary. Each party will present to the other party a written agenda of the subjects it plans to discuss at the meeting. Agenda will be submitted at least one week in advance of each meeting. The week’s notice and written agenda may be waived by the Chairman upon the mutual Agreement of both parties. The time and place of the meetings should be mutually agreed upon and at the mutual convenience of both parties.

15.3. The purpose of this joint Labor-Management Committee shall be to provide a continuing forum for the parties, to promote a climate to foster constructive interpersonal relations, to recommend alternative solutions to employee relation problems arising from the administration of this collective Agreement and to facilitate communication of other matters of mutual concern.

15.4. The parties agree to seek the assistance of PERB to establish a working labor management committee and vest the labor management committee with authority to modify the language of Article 15 as needed.
ARTICLE 16
SAFETY

16.1 The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation.

16.2 In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

16.3 Nothing in this Article shall be construed as a waiver of the PBA’s bargaining rights.

16.4 If a police officer has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility, consistent with his authority, to determine what action, if any, should be taken or to immediately report the matter to the Police Chief or his designee.

ARTICLE 17
TRAINING

General Policy

Access

17.1 The Police Chief shall encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Association shall be given an opportunity, upon request, to offer suggestions to the Police Chief on ways to improve access to training opportunities.
17.2.1. A notice of an acceptable training program will be posted giving police officers an opportunity to volunteer. Selection will be made from the list of volunteers on a fair and equitable basis.

17.2.2. If there are a limited number of positions available and it can be shown by objective standards that the course or training will be useful to a limited group or rank or that prerequisites are required then the bidding may be restricted to that group or rank. If the objective usefulness is related to an equal distribution among the tours of duty then the bidding may be limited to a specified number of officers from each platoon.

**Range Program**

17.4.1. All police officers must complete the range program conducted annually by the City and shall receive a certificate of completion by the range officer.

17.4.2. Firearms training may consist of one or all of the following:

1. Classroom instruction in the use of deadly physical force as found in Article 35 New York State Penal Law and Departmental policy.

2. Classroom instruction in the use, functioning and safe handling techniques of the semi-auto pistol, which shall be uniform within the department.

3. Range training in firing the semi-auto pistol.

4. Night firing of the semi-auto pistol.

5. Range training in firing the Departmental rifle.

17.4.3. Training will be conducted at intervals between January 1st and the following December 15th. Training will be conducted during on duty time.
17.4.4. All police officers shall be paid three hundred dollars ($300.00) at the completion of such program. Payment under this provision shall be made at the conclusion of the program, but not later than December 15th of the appropriate years.

17.4.5. Police officers who are unable to attend the range program conducted by the City shall be afforded the opportunity to attend an alternative City program.

Education Reimbursement.

17.5.1. The City will reimburse police officers up to a maximum of three hundred dollars ($300.00) per year for any courses taken that lead to self-development and training that would enable the police officer to perform his work more efficiently.

17.5.2. All courses must be approved in advance by the Police Chief.

17.5.3. Payment will be made by voucher. A form showing the Police Chief’s prior approval and proof of success completion must be submitted with the voucher before the voucher can be approved for payment.

ARTICLE 18
SENIORITY

Definition of Seniority

18.1 Seniority shall, for the purpose of this Agreement, be defined as a police officer’s length of continuous full-time service in a particular rank as a police officer in the City since his last date of hire, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed by the City), or other breaks in service. Time spent in the armed forces on military leaves of absence, and other authorized leaves not to exceed one (1) year, and time lost because of duty connected disabilities shall be included. Rank shall, for the purpose of seniority, be in the following order: Captain, Detective Sergeant, Sergeant and Police Officer.
Seniority Roster

18.2 The City shall maintain and keep current a seniority roster noting rank, date of appointment to current rank and current position by job title and/or classification. The seniority roster shall be made available for inspection by an authorized union representative upon prior notification and request during regular business hours.

Determination of Seniority for Same-Day Hires

18.3 Seniority shall be computed by rank from the date of appointment. If more than one officer is appointed on the same date, then that officer occupying the highest position on the Civil Service appointment list shall receive seniority preference.

Termination of Seniority

18.4. Seniority and the employment relationship shall be terminated when a police officer:

a. Quits; or

b. Is discharged, and is not reinstated; or

c. Is laid off and fails to report for work within three (3) working days after having been recalled; or

d. Does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. An extension of time will be granted if the police officer could not report for work within forty-eight (48) hours but reports for work within a reasonable time; or

e. Retires or is retired under the New York State Retirement and Social Security Law.
ARTICLE 19

Clothing Allowance

19.1.1. The City shall provide on an annual basis a clothing allowance for each police officer. This clothing allowance is to be used for the purchase of required clothing including three-quarter (3/4) length reefer coat and uniform shoulder patches. New members of the Department will be eligible for an initial clothing allowance upon appointment and subsequent additional clothing allowance on the anniversary date of the original appointment.

19.1.2. The City shall provide a clothing allowance for each new police officer to the extent that the cost of said uniform does not exceed a total of Eight Hundred Dollars ($800.00) for the first two (2) years of service. The City shall provide each police officer, except those with less than two (2) years of service, Five Hundred Dollars ($500.00) annually as a clothing allowance which is to be used for the purchase of the required clothing. In addition, the City shall provide each detective an additional Three Hundred Dollars ($300.00) clothing allowance.

Cleaning Allowance

19.2. In addition, the City will provide to each police officer an annual allowance of $200.00, to be used for the cleaning of uniforms. Said allowance shall be paid semiannually in two equal $100.00 instalments, by check separate from their regular paycheck.

Reimbursement for Clothing Damaged on Duty

19.3. The City agrees to provide for reimbursement for clothing and equipment certified as damaged as a result of performance of duty by the Chief of Police.
19.4. All clothing is to be provided for the members of the Department upon submission of vouches between January 1 and November 15 during the Agreement year, subject to the approval of the Police Chief.

19.5. Clothing allowance is subject to one-twelfth (1/12) per month deduction per year by a police officer who leaves City service during the terms of this Agreement for all full months in an anniversary year not in active City service. Any unexpended clothing allowance at the time of termination of service will be forfeited. Any clothing allowance expended in excess of the one-twelfth (1/12) reduction provision will be deducted from any monies due the police officer at the time of his termination of service or subject to immediate reimbursement by the police officer.

**Clothing and Equipment**

19.6.1. The City and the Association agree a uniformed police officer shall furnish the following items from his clothing allowance:

- Tie
- shirt, winter
- shirt, summer
- gloves, winter
- gloves, summer
- hat, winter
- hat, summer
- coat, winter
- brief case

- coat, car
- pants, winter
- pants, summer
- underwear, winter
- belt
- shoes
- socks
- coat, summer
19.6.2. The City agrees police officers shall be furnished the following items as necessary at City expense:

- Gun belt
- Soft-body armour
- 4 gun belt keepers
- Night stick holder
- Name tag
- Flashlight battery
- Night stick
- Rain coat
- Handcuffs and case
- Boots, rubber
- Holster
- Badge
- Magazine pouch
- Side arm
- Portable radio and case

19.6.3. The above items in Section 19.6.2. will be furnished to new members of the force no later than ninety (90) days after beginning employment.

19.6.4. The above items in Section 19.6.2. remain the property of the City of Glens Falls.

19.6.5. Should any police officer hired during the term of this Agreement not successfully complete his probationary period, he shall return all of the above items of clothing to the City.

19.6.6. Uniform standards as set forth in the Standards and Procedures Manual may be changed by the Police Chief after consultation and agreement with the Association.

19.6.7. Notwithstanding anything in this Article to the contrary, police officers with more than five (5) years of service may, upon prior approval of the Police Chief, use all or a portion of their clothing allowance towards the purchase of clothing and/or equipment other than that listed in 19.6.1. and 19.6.2. and/or reference manuals for use on the job and membership and services, including but not limited to, fitness club memberships and services.
ARTICLE 20

UNION RELEASE TIME

20.1 Union release time shall be release time without charge to leave credits. Such leave is subject to the prior approval of the Police Chief or his designee and shall not be unreasonably withheld.

20.2 Application for the use of such leave shall be made to the Police Chief or his designee as far in advance as is reasonably possible.

20.3.1 The PBA President shall be granted all necessary Union release time to prepare for and participate in all functions relative to the operation of this Agreement including but not limited to negotiations, adjustment of grievances, arbitrations and PERB proceedings.

20.3.2 One additional member of the PBA shall be granted all necessary release time for negotiations and the PBA President shall advise the Police Chief or his designee as to the name of the member designated to participate in negotiations.

20.3.3 Union release time shall also be granted to the PBA President and his designees to attend conferences and conventions of affiliated associations and organizations but such leave time shall be limited to a maximum of fifteen-man days per year plus actual and necessary travel time as defined in this Article. No more than two (2) officers shall be granted Union release time at the same time. The PBA President shall advise the Police Chief or his designee as to the names of the members designated to attend any such conferences or conventions and the dates they will be unavailable to duty, as soon as reasonably possible.
20.4. The term “travel time” means time during regularly scheduled working hours spent in actual necessary travel by the most direct route, provided however, that release time for such travel shall not exceed a total of six hours for travel each way in connection with any one conference or convention.

ARTICLE 21

FOOT PATROL

Effective upon execution of this Agreement, the parties agree that patrolmen who are required to walk routine foot patrol will be provided with a patrol car in the event the temperature drops below 30 degrees Fahrenheit. Nothing in this section shall be construed to excuse patrolmen from duties such as directing traffic and investigation complaints.

ARTICLE 22

FOLLOW-UP REPORTS

22.1. The City and its agents will require members of the PBA’s bargaining unit to submit initial follow-up reports and supplemental follow-up reports in accordance with this Article.

22.1.1. Initial reports concerning the following special cases must be sent to the Chief of Police within fifteen (15) days of the receipt of the complaint or investigation assignment; any crime involving a public official, confidential investigations, accidents that require an Investigation Report, murder or manslaughter, kidnapping 1st, assault 1st, sodomy 1st, sexual abuse 1st, robbery 1st, sub. 1.
22.1.2. Initial reports in cases adopted from the Patrol Division that are to be forwarded to the Detective Division must be submitted to the Duty Sergeant within five (5) days of the receipt of the complaint or investigation assignment.

22.1.3. Initial reports concerning other investigations and arrests must be sent to the Chief of Police within thirty (30) days of the receipt of the complaint, an investigation assignment, or of an arrest.

22.1.4. Except for murder cases, Supplemental reports will only be required on open cases that have outstanding leads or in which new information has been developed. Such reports must be sent to the Chief of Police as follows:

i. Within thirty (30) days of the date of the initial report was sent, or the date new information was developed for special cases (as outlined in subdivision 22.1.1.). Additional supplemental reports must be send every sixty (60) days from the date of the previous supplemental report or the date new information was developed. In murder cases with no outstanding leads or no new information, a supplemental report must be submitted every six (60) months.

ii. For other cases, supplemental reports must be sent within ninety (90) days of the date the initial report was sent or the date new information was developed. Additional supplemental reports must be sent every ninety (90) days from the date of the previous supplemental report or the date new information was developed.

22.1.5. Supplemental reports on investigations initialed from the Chief of Police must be sent to the Chief within thirty (30) days of the date the initial report was sent. Additional
supplemental reports must be sent every thirty (30) days from the date of the previous
supplemental report.

22.1.6. Except for Class A and B felonies, supplemental arrest reports must be submitted
only in cases in which evidence is presently being retained. These supplemental arrest reports
must be sent to the Chief of Police within thirty (30) days of the date of disposition indicating the
disposition of the evidence.

ARTICLE 23

ASSIGNMENTS

23.1. Cases shall be assigned between the Patrol Division and the Detective Division as
shown in Exhibit “D” of this Agreement.

ARTICLE 24

DRUG AND ALCOHOL POLICY AND TESTING PLAN

The parties hereby adopt the Drug and Alcohol Policy and Testing Plan annexed hereto as
Exhibit “E” as a part of this collective bargaining agreement and agree to implement it and the
EAP Program referred to therein as soon as practicable.

ARTICLE 25

SAVINGS CLAUSE

25.1 If any provision of this Agreement is subsequently declared by legislative or
judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all
other provisions of this Agreement shall remain in full force and effect for the duration of this
Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.
Legislative Action

25.2 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment by law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 26
TERM OF AGREEMENT

26.1 This Agreement signed this ___ day of May 2007 shall be effective as of the 1st day of January 2007, except as otherwise specifically provided, and shall remain in full force and effect until December 31, 2010, inclusive.

ARTICLE 27
SIGNATURE CLAUSE

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

THE CITY OF GLENS FALLS

DATED: May __, 2007
By: ____________________________

GLENS FALLS POLICE BENEVOLENT ASSOCIATION, INC.

DATED: May __, 2007
By: ____________________________
GLENS FALLS POLICE DEPARTMENT
PERFORMANCE EVALUATION FORM

Employee Being Evaluated

Supervisor/Rater

Evaluation Period From To

Directions - Rate the employee's performance on each of the eight (8) aspects listed below by placing a "CIRCLE" around the appropriate number on each scale. Use the following guidelines:

<table>
<thead>
<tr>
<th>High Performance</th>
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<th>8</th>
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<tbody>
<tr>
<td>Average Performance</td>
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<tr>
<td>Judgement</td>
<td>1 2 3</td>
<td>4 5 6</td>
<td>7 8 9</td>
</tr>
<tr>
<td>Initiative</td>
<td>1 2 3</td>
<td>4 5 6</td>
<td>7 8 9</td>
</tr>
<tr>
<td>Dependability</td>
<td>1 2 3</td>
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<tr>
<td>Demeanor</td>
<td>1 2 3</td>
<td>4 5 6</td>
<td>7 8 9</td>
</tr>
<tr>
<td>Attitude</td>
<td>1 2 3</td>
<td>4 5 6</td>
<td>7 8 9</td>
</tr>
<tr>
<td>Relations with Others</td>
<td>1 2 3</td>
<td>4 5 6</td>
<td>7 8 9</td>
</tr>
<tr>
<td>Communication</td>
<td>1 2 3</td>
<td>4 5 6</td>
<td>7 8 9</td>
</tr>
</tbody>
</table>

Supervisor and Employee comments to be recorded on opposite side of this form.
Supervisor Comments:

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

Signed ___________________________ Date ________________

Supervisor/Rater

Employee Comments:

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

Signed ___________________________ Date ________________

Evaluated Employee

**Signature of employee does not necessarily mean that he/she agrees with the attached evaluation, it simply acknowledges that he/she has reviewed and received a copy of the evaluation performed for the time period specified above.**
EXHIBIT "A" "12"

SICK LEAVE FORM

You have used __________ days of sick leave for a variety of reasons. Those Days are used as follows:

I suspect you may be abusing the sick leave privileges afforded you. Please set up an appointment with me and be prepared to explain your sick leave record at that time. If I do not hear from you within thirty (30) days, or you are unable to satisfactorily explain your sick leave usage, appropriate measures will be taken under Article 9.2.7 of the Collective Bargaining Agreement and its amendments, contained in this Memorandum of Agreement.
EXHIBIT "B" 
Criticized
GRIEVANCE FORM

GLEN FALLO POLICE BENEVOLENT ASSOCIATION

TO:
FROM:
DATE:
SUBJECT:

DATE RECEIVED:
DATE ANSWER GIVEN:
(Answer must be in writing on reverse side of this form)

DISPOSITION:

APPROVED:
[ ] Yes [ ] No delegate.
### ASSIGNMENT OF PENAL LAW CASES
#### PATROL AND DETECTIVE

<table>
<thead>
<tr>
<th>SECTION</th>
<th>OFFENSE</th>
<th>CASE</th>
<th>EXCEPTION</th>
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<tr>
<td>Art. 100</td>
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<td>Crim. Solicitation 1st/F</td>
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<td>Conspiracy</td>
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<td>Patrol</td>
<td>EXCEPT Sub. 2 is a Detective case WHEN the crime conspired is a Detective case.</td>
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<td>105.17</td>
<td>Conspiracy 1st/F</td>
<td>Detective</td>
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</table>
Art. 110 -- Attempt

110.05  Att. to Commit a Crime  

Detective  EXCEPT Sub. 8 is a Patrol case only WHEN the crime attempted is not a Detective case.

Art. 115 -- Criminal Facilitation  

Detective  EXCEPT 115.00, Sub. 2 is a Patrol case WHEN crime facilitated is a Patrol case.

Art. 120 -- Assault & Related Offenses  

120.00  Assault 3rd/M  

Patrol

120.03  Vehicular Assault/F  

Patrol

120.05  Assault 2nd/F  

Detective

120.10  Assault 1st/F  

Detective

120.15  Menacing/M  

Patrol  EXCEPT it is a Detective case when a machine gun, firearm, rifle, shotgun OR any other weapon of a similar nature or design is used.

120.20  Reckless End. 2nd/M  

Patrol  EXCEPT it is a Detective case when a machine gun, firearm, rifle, shotgun OR any other weapon of a similar nature or design is used.

120.25  Reckless End. 1st/F  

Detective

120.30  Promoting Suicide Att./F  

Detective

Art. 125 -- Homicide, Abortion, & Related Offenses  

Detective

Art. 130 -- Sex Offenses  

Detective

Art. 135 -- Kidnapping, Coercion & Related Offenses  

Detective
### Art. 140 -- Burglary & Related Offenses

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### Art. 150 -- Arson

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### Art. 155 -- Larceny

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<tr>
<td>155.30</td>
<td>Grand Larceny 3rd/F</td>
<td>Detective</td>
</tr>
</tbody>
</table>

**EXCEPT** Sub.1 is a Patrol case WHEN the property is a stolen motor vehicle AND the perpetrator is not in custody.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Response</th>
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<tr>
<td>190.30</td>
<td>Unlawfully Concealing a Will</td>
<td>Detective</td>
</tr>
<tr>
<td>190.35</td>
<td>Misconduct by Corporate Official</td>
<td>Detective</td>
</tr>
<tr>
<td>190.40</td>
<td>Crim. Usury 2nd</td>
<td>Detective</td>
</tr>
<tr>
<td>190.42</td>
<td>Crim. Usury 1st</td>
<td>Detective</td>
</tr>
<tr>
<td>190.45</td>
<td>Poss. of Usurious Loan Records</td>
<td>Detective</td>
</tr>
<tr>
<td>190.50</td>
<td>Unlawful Collection Practices</td>
<td>Patrol</td>
</tr>
<tr>
<td>190.501</td>
<td>Making a False Statement of Credit Terms</td>
<td>Detective</td>
</tr>
<tr>
<td>190.60</td>
<td>Scheme to Defraud 2nd</td>
<td>Detective</td>
</tr>
<tr>
<td>190.65</td>
<td>Scheme to Defraud 1st</td>
<td>Detective</td>
</tr>
<tr>
<td><strong>Art. 195</strong></td>
<td>Official Misconduct &amp; Obstruction of Public Servants Generally</td>
<td></td>
</tr>
<tr>
<td>195.00</td>
<td>Official Misconduct</td>
<td>Detective</td>
</tr>
<tr>
<td>195.05</td>
<td>Obstructing Gov't Administration</td>
<td>Patrol</td>
</tr>
<tr>
<td></td>
<td><strong>EXCEPT it is a Detective case</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>WHEN the obstructing involves public servants other than a Patrol Member.</strong></td>
<td></td>
</tr>
<tr>
<td>195.10</td>
<td>Refusing to Aid a Peace Officer</td>
<td>Patrol</td>
</tr>
<tr>
<td></td>
<td><strong>EXCEPT it is a Detective case</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>WHEN the peace officer is a Detective Member.</strong></td>
<td></td>
</tr>
</tbody>
</table>

1 Number repeated in the law.
Art. 221 -- Offenses Involving Marihuana

Art. 225 -- Gambling Offenses

Art. 230 -- Prostitution Offenses

Art. 235 -- Obscenity & Related Offenses

Art. 240 -- Offenses Against Public Order

240.05 Riot 2nd/M
240.06 Riot 1st/F
240.08 Inciting to Riot/M
240.10 Unlawful Assembly/M
240.15 Crim. Anarchy/F
240.20 Disorderly Conduct/V
240.21 Disruption, or Disturbance of Religious Service/M
240.25 Harassment/V
240.30 Agg. Harassment/M
240.35 Loitering/V
240.36 Loitering 1st/M
240.37 Loitering for the Purpose of Engaging in a Prostitution Off./V or M
240.40 Appearance in Public Under the Influence of Narcotics or a Drug other than Alcohol/V

Detective EXCEPT 221.05 AND 221.10 are Patrol cases.

Detective

Detective

Detective

Patrol

Detective

Patrol

Patrol

Patrol

EXCEPT it is a Detective case WHEN eavesdropping devices are used in the investigation.

Patrol EXCEPT Sub. 2 AND Sub. 3 are Detective cases.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Authority</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>240.45</td>
<td>Crim. Nuisance/M</td>
<td>Patrol</td>
<td>EXCEPT it is a Detective case WHEN the act is in connection with a Detective case.</td>
</tr>
<tr>
<td>240.50</td>
<td>Falsely Reporting an Incident 3rd/M</td>
<td>Patrol</td>
<td>EXCEPT it is a Detective case WHEN the incident is in connection with a Detective case.</td>
</tr>
<tr>
<td>240.55</td>
<td>Falsely Reporting an Incident 2nd/M</td>
<td>Patrol</td>
<td>EXCEPT it is a Detective case WHEN the fire OR explosion is the subject of a Detective case.</td>
</tr>
<tr>
<td>240.60</td>
<td>Falsely Reporting an Incident 1st/F</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Art. 265</td>
<td>Offenses Against Public Sensibilities</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Art. 250</td>
<td>Offenses Against the Right to Privacy</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Art. 255</td>
<td>Offenses Affecting the Marital Relationship</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Art. 260</td>
<td>Offenses Relating to Children and Incompetents</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Art. 263</td>
<td>Sexual Performance by a Child</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Art. 265</td>
<td>Firearms and Other Dangerous Weapons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>265.01</td>
<td>Crim. Poss. of a Weapon 4th/M</td>
<td>Patrol</td>
<td>EXCEPT it is a Detective case WHEN the weapon in Sub. 1 is a firearm.</td>
</tr>
<tr>
<td>265.02</td>
<td>Crim. Poss. of a Weapon 3rd/F</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>265.03</td>
<td>Crim. Poss. of a Weapon 2nd/F</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Assignee</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>265.04</td>
<td>Crim. Poss. of a Weapon 1st/F</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>265.05</td>
<td>Unlawful Poss. of Weapons by Persons Under 16</td>
<td>Patrol</td>
<td></td>
</tr>
<tr>
<td>265.10</td>
<td>Manufacturer, Transport, Disp. &amp; Defacement of Weapons &amp; Dang. Inst. &amp; Appliances/M OR F</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>265.25</td>
<td>Certain Wounds to be Reported/M</td>
<td>Detective</td>
<td></td>
</tr>
<tr>
<td>265.35</td>
<td>Prohibited Use of Weapons/M OR F</td>
<td>Detective</td>
<td></td>
</tr>
</tbody>
</table>

**Art. 270 -- Other Offenses Relating to Public Safety**

*NOTE: Any crime witnessed by a patrol officer, or where an arrest can be made as a result of the initial investigation, shall be assigned to the witnessing or investigating officer, despite the type of crime involved. The patrol officer may be assisted by a detective at the discretion of the Supervisor.*
CITY OF GLENS FALLS
Police Department

Drug and Alcohol Policy and Testing Plan

PURPOSE

The purpose of the Drug and Alcohol Policy and Testing Plan is to ensure:

(A) A work environment where not only the citizens of the City of Glens Falls, but the Glens Falls Police Department personnel, are free from the risk of personnel who may be under the influence of alcohol while on duty or may be using illegal drugs.

(B) The capability of all Glens Falls Police Department personnel to perform their assigned duties at all times without being under the influence of alcohol or drugs;

(C) That members of the Glens Falls Police Department share in the responsibility and understanding that when members of this Department, who may be or are under the influence of alcohol when reporting to duty or on duty, or using illegal drugs at any time, he/she is a detriment to themselves, other members of this Department and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct;

(D) The understanding of the Glens Falls Police Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for alcohol and drug use;

(E) The Police Department personnel are cognizant of the ramifications of being under the influence of alcohol when reporting for duty or while on duty, and the use of illegal drugs at any time.

DEFINITIONS

COVERED EMPLOYEES: All employees of the Glens Falls Police Department.
MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

SUBSTANCE ABUSE PROFESSIONAL (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnoses and treatment of alcohol and controlled substances-related disorders.

DESIGNATED EMPLOYER REPRESENTATIVE (DAR): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

ADULTERATED SPECIMEN: A urine specimen into which the employee has introduced a foreign substance.

DILUTE SPECIMEN: A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

SUBSTITUTED SPECIMEN: A specimen that has been submitted by the employee in place of his/her own urine.

BLOOD ALCOHOL CONCENTRATION (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

EVIDENTIAL BREATH TESTING DEVICE (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA’s “Conforming Products List of Evidential Breath Measurement Devices” (CPL).

BREATH ALCOHOL TECHNICIAN (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS): Formerly National Institute of Drug Abuse.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):
**Controlled Substance Prohibitions**

Employees must not:

- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee’s ability to perform his or her job duties;

- Refuse to submit to any test administered for the purpose of determining controlled substance use;

- Adulterate, substitute or dilute any required specimen.

**TESTING**

**Pre-Employment**

Conducted before applicants are hired.

**Random**

Conducted on a random unannounced basis.

- Tests must be unannounced and spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

**Reasonable Suspicion**

Conducted when an employee’s behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of controlled substances. The City will require that two (2) trained supervisors or department officials verify and document the behavior.

**Post Accident**

Conducted following every motor vehicle accident, which results in personal injury or more than $5,000.00 in property damage. Should an employee require medical attention then that shall take precedence over the testing. However, alcohol testing must occur within two (2) hours after the accident. Drug testing must occur within thirty-two (32) hours after the accident. If unable to test as required above, documentation as to why testing wasn’t done must be provided.
Return to Duty

Conducted prior to a return to duty after an individual has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the employee shall undergo a “Return to Duty” drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

Follow-Up

Following a positive test and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the completion of any recommended treatment program or action made by the Substance Abuse Professional.

TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol. In a post-accident testing mode a blood test for alcohol may be administered if a breath test is impractical. If the employee tests positive, the MRO will provide the employee with a copy of the test results.

A qualified provider will conduct all drug and alcohol collections. Random drug testing will only be carried out on an employee’s regular shift.

Drug Testing

Drug testing will be conducted by analyzing an employee’s urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the collector will seal and label the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen’s security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as “primary” and a “split” specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the employee’s expense. If the split specimen proves to be negative, the City will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a “second opinion”.

5
The Medical Review Officer (MRO) is responsible for:

- The Notification Procedure

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.

The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.

- Documenting the attempts to contact the employee with dates and times.

- Contacting the Designated Employer Representative (DER).

TESTING STANDARDS

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

<table>
<thead>
<tr>
<th>Drug Metabolite</th>
<th>Initial Test Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolite</td>
<td>50*</td>
</tr>
<tr>
<td>Cocaine Metabolite</td>
<td>300</td>
</tr>
<tr>
<td>Opiates metabolites</td>
<td>2,000**</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1,000</td>
</tr>
</tbody>
</table>

* = Dependent upon laboratory set-up
** = 15 ng/mi if immunoassay specific for free morphine.
Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GM/MS test on a urine specimen that tested positive using a technologically different initial screening method:

<table>
<thead>
<tr>
<th>Drug Metabolite</th>
<th>Confirmatory Test Level (ng/ml)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolite 1</td>
<td>15</td>
</tr>
<tr>
<td>Cocaine Metabolite 2</td>
<td>150</td>
</tr>
<tr>
<td>Opiates:</td>
<td></td>
</tr>
<tr>
<td>Morphine</td>
<td>2,000</td>
</tr>
<tr>
<td>Codeine</td>
<td>2,000</td>
</tr>
<tr>
<td>6-Acetylmorphine 3</td>
<td>10</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>500</td>
</tr>
<tr>
<td>Aethamphetamine 4</td>
<td>500</td>
</tr>
</tbody>
</table>

**ALCOHOL TESTING**

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to the preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

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1. Delta-9 tetrahydrocannabinol-9-carboxylic acid
2. Benzoylcegonine
3. Test for 6-AM when morphine concentrations exceed 2,000 ng/ml
4. Specimen must also contain amphetamine at a concentration of 200 ng/ml

* Test thresholds employed by DEA, effective 1999.
Upon receipt of a positive test result from the Medical Review Officer (MRI), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

Alcohol Testing

The City will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary.

Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

Post Accident

Drug Testing

The City will be responsible for transporting the employee to and from the collection facility.

Until the City receives the test results, the employee will not be allowed to perform his or her job duties, although all salary and benefits will continue.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home without pay and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

Alcohol Testing

The City will be responsible for transporting the employee to and from the testing facility and/or home.
Upon receipt of a negative test result, the employee returns to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP), and a recommendation is made. Before returning to work, the employee must successfully complete the recommended course of treatment and must submit to a “Return of Duty” test with a verified negative result.

**Follow-Up**

Positive rest results require the employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

**Test Results**

All records are considered confidential and will not be shared with any person or agency not part of this procedure. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled to obtain copies of any records concerning his/her use of drugs or alcohol, including any test results. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties.

**CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT**

All covered employees must submit to drug and alcohol testing.

**REFUSAL** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the employer.

- Refusal to sign the certification provided by the technicians.

- Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the City shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the City, as soon as practical to determine the employee’s medical ability to provide an adequate breath.
and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee’s failure shall constitute a refusal.

- Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.

- Claiming illness after notification of testing.

ALCOHOL TEST CONSEQUENCES

A test measurement of less than or equal to .02 alcohol concentration will allow the employee to return to work.

A test measurement of .02 to .04 alcohol concentration will cause the employee to be suspended without pay for that tour. The employee will be allowed to return to work at the next assigned tour when the employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.00 concentration. Any employee who tests positive twice within these parameters (.02 to .04) during a twenty-four month period shall be immediately suspended without pay for thirty (30) calendar days without prejudice to the City’s right to pursue disciplinary charges seeking penalties up to and including termination.

A test measurement of .05 or greater will cause the employee to be suspended immediately without pay for fifteen (15) calendar days. Any additional disciplinary measure will be subject to standing grievance and arbitration procedures outlined by the collective bargaining agreement or Section 75 of the Civil Service Law. Prior to returning to work, an employee must receive a certification from a Substance Abuse Professional (SAP) that the employee is able to perform their full duties. Suspension without pay will continue until such certification is received. While out for fifteen (15) days suspension, need to obtain certification from a Substance Abuse Professional (SAP) that the employee is fit for duty. Any member who tests positive twice within these parameters (.05 or greater) during a twenty-four (24) month period shall be suspended for a period of thirty (30) days without prejudice to the City’s right to pursue disciplinary charges seeking penalties up to and including termination, and not allowed to return to work without a certification from an SAP that he is able to return to his full duties.

Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of .05.

During their probationary period, any employee who tests positive with an alcohol content of .02 or greater shall be suspended without pay for thirty (30) calendar days.
If an employee is unable to return to work after the suspension period due to treatment prescribed by a certified alcohol counselor (who determined he/she had an alcoholic illness), that member may be eligible for paid sick leave following the conditions of sick leave procedures as outlined in the collective bargaining agreement.

Following completion of the suspension period, the employee must pass an alcohol test (0.00) prior to having the suspension without pay lifted and returning to work.

Any member who tests positive with an alcohol content of 0.020 or greater shall be subject to random alcohol tests for the next twenty-four months while on duty at the discretion of the Chief or his designee.

**DRUG TEST CONSEQUENCES**

A positive drug test for a prohibited substance, which is not subject to a medical exception as defined herein will result in the immediate suspension without pay for thirty (30) calendar days. The employer may take additional disciplinary action depending upon the circumstances. A second positive drug test at any time during an employee’s tenure with the Glens Falls Police Department shall result in immediate and automatic suspension for sixty (60) calendar days without prejudice to the City’s rights to pursue disciplinary charges seeking penalties up to and including termination.
EXHIBIT “A”

APPENDIX A-1

A. If an employee while on duty exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee’s supervisor has reasonable cause to believe, based on direct observation of use or based on observation of the employee’s conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty, the supervisor shall make an oral report to the Police Chief (or his designee).

B. The Police Chief (or his designee) shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is going to be held, the Union President shall be advised and granted the opportunity to confer with the employee (and counsel if desired) prior to any meeting with or questioning by the Police Chief (or his designee), but in no event shall the meeting be delayed for more than one (1) hour to accommodate the PBA representation. The employee may then request that the PBA representative and/or legal counsel attend the meeting.
The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

C. If the Police Chief (or his designee) decides that the employee should be referred for drug and alcohol testing, the following procedure shall be followed:

The Police Chief (or his designee) shall complete the "reasonable suspicion" checklist form sign it, which signature shall attest to the objective basis to support a reasonable suspicion that the employee is under the influence of drugs or alcohol. The "reasonable suspicion" checklist which shall be used is attached hereto as APPENDIX A-2 and made a part hereof. In the event that the Police Chief (or his designee) believes there is reasonable suspicion and has signed the reasonable suspicion checklist indicating his belief that the employee is under the influence of alcohol or drugs, the PBA President (or his designee) shall be contacted and advised immediately. The PBA (and counsel if desired) shall be given the opportunity to present and consult privately with the member who may thereafter be ordered to submit to a drug and/or alcohol test and at the same time the employee and the PBA shall be given a brief verbal statement of the basis for reasonable suspicion. Refusal to submit to the test shall be deemed a positive test. Refusal to cooperate during the testing procedure shall constitute grounds for disciplinary action.

D. The employee shall have the right to have a PBA representative present for collection of the sample. In no event shall collection be delayed for more than one hour to accommodate the presence of a PBA official.
APPENDIX A-2
Reasonable Cause
Drug and Alcohol Testing Checklist

SECTION ONE: (To be completed by Police Chief or his designee)

Name of employee: __________________________________________________________

Rank: _________________________________________________________________

Nature of incident/cause of suspicion: __________________________________________

Behavioral indications noted, if any: _____________________________________________

Physical signs or symptoms noted, if any: _______________________________________

Witnesses, corroborations, etc.: _______________________________________________

Has the employee taken any medication(s) in the past four weeks? __________________

If yes, list medication(s), quantity and last date taken: _______________________________

Signature of Police Chief or designee: ___________________________________________

Date: ____________________________