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OGDEN POLICE CONTRACT

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**OGDEN POLICE CONTRACT
2004-2006**

**CONTRACT BETWEEN THE TOWN OF OGDEN
AND THE OGDEN POLICE CLUB**

This is the agreement for the Town of Ogden for the fiscal years 2004 through 2006 entered into between the Town of Ogden (hereinafter referred to as the "Town") and the Ogden Police Club, Ogden New York (hereinafter referred to as the "Club").

**ARTICLE 1
PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide orderly Collective Bargaining Relations between the Town of Ogden and the Ogden Police Club, to secure prompt and equitable Disposition of Grievances, and to establish Fair Wages, Hours and Working Conditions for the Employees covered by the Agreement. The Terms and Provisions of the Agreement are governed by the Public Employees' Fair Employment Act; the Civil Service Law; the Ordinances of the Town of Ogden.

**ARTICLE 2
RECOGNITION**

2.1 Bargaining Agent

The Town recognizes the Club as the sole exclusive bargaining agent for the purpose of establishing Salary, Hours and other Conditions of Employment for all registered members of the unit established as follows:

All Police Officers, part-time Police Officers excluding the Police Chief.

2.2 Non-Interference

The Town will not interfere with, restrain or coerce employees because of membership in or lawful activity on behalf of the Club, and will not attempt to dominate or interfere with the Club, nor will the Town discriminate in regard to hiring or promotion or tenure of employment or encourage or discourage membership in the Club. It is understood that membership in or lawful activity on behalf of the Club shall not interfere with the Employees' duties nor with the carrying out of his or her responsibilities as an employee of the Town of Ogden.

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2.3 Dues Check-off System

The Town further agrees to institute a "Dues Check-off System" for the deduction of dues of the Club upon written authorization of Club members addressed to the Town. The dues are one percent (.01) of the regular bi-weekly pay. This percent is not calculated on overtime, holiday pay or longevity.

2.4 The Club affirms that it does not assert the right to strike against the Town, to assist or participate in any strike or to impose an obligation upon its members to conduct, assist or participate in such strike or violate any other provisions of the Civil Service Law or Public Employees' Act of the State of New York.

The Club and the Town affirm that if either the Club or the Town violate any of the provisions of the Civil Service Law of the Public Employees' Fair Employment Act, that at the option of the non-violating party, this Contract will become null and void.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Town retains the sole and exclusive right to manage and direct its operations and work forces subject only to any specific limitation upon the exercise of the rights that may be set forth elsewhere in this agreement.

**ARTICLE 4
SENIORITY**

4.1 Seniority within respective ranks shall be a primary factor in the preference for shift assignments providing the senior employee is fully qualified and poses no interference with the efficient operation of the department.

4.2 An employee shall forfeit his seniority rights for the following reasons:

Resignation without reinstatement within one year.

4.3 All vacancies shall be posted in the Police Department for a period of at least seven (7) calendar days.

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4.4 A vacancy shall be deemed to exist only as a result of an employee's termination, retirement, long-term illness, leave of absence, or as a result of a creation of a new position or shift or the changing of the hours of a shift.

4.5 Any employee wishing to be considered for this posted vacancy shall submit his request to the Chief of Police or his designee.

4.6 An employee shall not exercise his seniority for shift preference in excess of once per calendar year, except for the filling of a vacancy that creates a shift opening. The following is the procedure for and time when seniority may be exercised for shift preference. Each employee will notify the Office of the Chief of Police by November 15, of his preference for shift assignment for the following period of January through December. The Chief shall have posted in the Police Department and notified the officers involved of his action no later than December 15.

4.7 Any officer with less than two years and one day seniority shall be assigned to a shift at the sole discretion of the Chief

4.8 Seniority shall be the only consideration for vacation time submitted in writing to the Chief of Police by January 30. Vacation time approved by January 30 shall take precedence over compensatory time. Thereafter, the only consideration for vacation time or compensatory time will be on a first come first serve basis. Vacation time requests shall be subject to the approval of the Chief of Police or his designee.

4.9 An employee's seniority shall commence on the date of appointment as a full time Police Officer.

Part-time employees' seniority shall commence on the date of appointment as a part-time police officer. The part-time seniority is not transferable to full time status.

4.10 If the Town makes a determination to reduce the work force of the bargaining unit, inverse seniority will be used for the purpose of lay-off determination. Part-time officers will be laid-off before full time officers.

4.11 Employees may be assigned to work any shift and may be changed at any time to fill a temporary absence.

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**ARTICLE 5
SALARIES AND WAGES**

5.1 Salaries and Wages

Effective January 1, 2004, through and including December 31, 2004, the Town shall pay the salaries listed for 01/01/2004. Effective January 1, 2005, through and including December 31, 2005 the Town shall pay the salaries listed for 01/01/2005. Effective January 1, 2006, through and including December 31, 2006 the Town shall pay the salaries listed for 01/01/2006.

Full time Patrolmen shall be paid according to the following schedule:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
01/01/2004	\$34,604.30	\$42,559.07	\$46,814.96	\$51,496.47	\$56,550.64
01/01/2005	\$35,469.40	\$43,623.04	\$47,985.33	\$52,783.88	\$57,964.41
01/01/2006	\$36,533.49	\$44,931.73	\$49,424.89	\$54,367.40	\$59,703.34

The parties agree that there shall be no more than one (1) part-time officer for any ten (10) full time officers. The function of the part-time officer will consist of performing road patrol functions, i.e., responding to calls for service, enforcement of laws, accident investigation, traffic control and crime prevention.

The Town may employ as many part-time officers as deemed necessary by the Town for the purpose of performing other functions, e.g., Dare Program, School Resource Officer Functions, Accreditation and Property Clerk functions.

Effective January 1, 2004, the starting hourly rate for part-time officers shall be thirteen dollars (\$13.00) per hour. Effective with the first pay period following the officer's completion of field training, his hourly rate of pay shall increase to fifteen dollars (\$15.00) per hour. Thereafter, the officer's rate of pay shall increase by one dollar (\$1.00) per hour for each seven hundred fifty (750) hours worked, to a maximum of Step 1 of the full-time officer's hourly rate of pay. The part-time officer's hourly rate of pay thereafter shall be consistent with Step 1 of the full-time officer's hourly rate of pay.

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5.2 Salary Steps

The steps for full time patrolmen shall be reached at the following time intervals:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Start	On Completion of FTO	On reaching 1 st anniversary	On reaching 2 nd anniversary	On reaching 3 rd anniversary

If the Town hires any transfer Police Officers with experience, their salary shall be negotiated between the Town Board and the new hire. Their beginning salary will not be less than the starting salary, nor more than the maximum salary called for in Article 5. They will not be paid beyond their years of experience.

5.3 The Sergeants shall be paid according to the following schedule:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
01/01/2004	\$57,606.25	\$59,867.53	\$62,132.27	\$64,396.99
01/01/2005	\$59,046.41	\$61,364.22	\$63,685.58	\$66,006.91
01/01/2006	\$60,817.80	\$63,205.15	\$65,596.15	\$67,987.12

5.4 Salary Steps

The steps for Sergeant shall be reached at the following time intervals:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
At time of Appointment to Sergeant	At end of 1 st year as Sergeant	At end of 2 nd year as Sergeant	At end of 3 rd year as Sergeant

5.5 Uniformed Investigator

An employee designated as Uniform Investigator shall receive \$850.00 additional stipend on a pro-rated basis per fiscal year.

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5.6 K-9 Officer Compensation

The K-9 assignment requires certain duties to be performed with the K-9, while the officer is off duty.

These duties include supplying food and water, and supervision while the K-9 relieves himself. The estimated time spent on these duties is one (1) hour per day. The duties of obedience training, exercising and grooming will be done during normal work hours.

While the foregoing duties are not normal police duties, the officer performing them shall in accordance with the requirements of the Fair Labor Standards Act be compensated for his/her time. The parties hereto agree that the Town will compensate the K-9 officer while the dog is in his/her care. The K-9 officer shall receive payment for one (1) hour per day, at the rate of minimum wage, at the rate of time and one-half.

5.7 Overtime

Time and one-half shall be paid for all authorized time worked over eight (8) hours per shift and for time worked over the normal average work schedule in effect. Overtime will be paid as accrued bi-weekly.

5.8 Court Time

If a member of the Club is required to be in Court within thirty (30) minutes of the beginning of, or at the end of his shift, the officer will begin duty or remain on duty; and will receive time and one-half from the beginning of Court to when the member's shift begins; or from the end of a shift to the end of Court. Members of the Club will receive a minimum of two (2) hours pay at time and one-half for court appearances at all other times when the member is not scheduled to work.

5.9 Shift Differential

All full-time members who work 50% or more of their shift hours between 6:00 pm and 6:00 am, will be paid an additional \$.50 per hour for all continuous hours worked.

5.10 Optional Compensatory Time

Members of the Club shall have the option to take time off in lieu of payment for authorized overtime worked. Said option shall be exercised and submitted to the Chief of Police at the conclusion of the tour of duty when the authorized overtime is worked.

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Compensatory time shall be accumulative up to two hundred forty (240) hours and shall be computed at the same rate as authorized overtime. In the event a member receives a pay raise in any form, his compensatory time bank will be reduced at a proportional rate equal to his pay raise.

The reduction will be figured as follows: the officer's compensatory time will be multiplied by his old hourly rate. The new hourly rate will then be divided into the result of the multiplication, and this new result will be the new computed compensatory time bank.

Compensatory time off must be requested at least forty-eight (48) hours in advance and is subject to the approval of the Chief of Police or his designee.

5.11 Out-of Title Pay

An employee who is designated, in writing by the Chief of Police, to work out-of-title in a higher rank shall receive 10% above his regular salary for all hours worked at that title. Out-of title pay will be paid only when designated days total five days or more per incident and will receive out-of title pay only for actual days worked.

5.12 Longevity

Longevity shall be paid in the first paycheck of June of each year. Payment shall be based on the number of years service completed by June 1st of that year.

Payment shall be made as follows to full time Club members:

8 complete years	\$200.00
9 complete years	\$250.00
10 complete years	\$300.00
11 complete years	\$350.00
12 complete years	\$400.00
13 complete years	\$450.00
14 complete years	\$500.00
15 complete years	\$550.00
16 complete years	\$600.00
17 complete years	\$650.00
18 complete years	\$700.00
19 complete years	\$750.00
20 complete years	\$800.00
21 complete years	\$850.00
22 complete years	\$900.00

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**ARTICLE 6
WORK SCHEDULE**

6.1 Full Time Members of the Club

The work schedule in effect for all full time members of the Club for the term of this contract will be 37.5 hour average workweek, or 4 days on, 2 days off, when practicable.

**ARTICLE 7
EDUCATIONAL BENEFITS**

7.1 Educational Incentive

There will be allowance of up to three hundred and fifty dollars (\$350.00) per full time employee per year for work related courses which have been approved in advance by the Chief of Police. The said employee will sign up for the course, pay the necessary fees and upon receipt of notice to the Town from the Educational Institution that said employee has received a minimum grade of 'C' for the course, the employee will be reimbursed for his or her expenses for books and tuition up to a maximum of \$350.00.

7.2 Degree

A. The Town agrees that all full time officers hired before 12/31/90 who have obtained an A.A.S. degree in Criminal Justice, the Town will pay to such Officers an additional 4% salary increase over and above that salary and wages called for in Article 5 hereof. Those Police Officers hired before 12/31/90 who provide evidence of matriculation in an A.A.S. degree Criminal Justice Program by 12/31/90 to the Town Board, will receive an additional 4% increase upon receipt of said degree.

B. The Town further agrees to grandfather employees with B. S. degree in Criminal Justice at \$650.00 per year plus salary increase called for in Article 7.2A.

C. The advanced degree stipend does not apply to employees hired subsequent to January 1, 1991.

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**ARTICLE 8
RETIREMENT**

8.1 Retirement

The Town shall pay 100% of each officer's contribution to the New York State Policemen's and Firemen's Retirement Fund, 384-d. Said retirement plan shall be referred to as the 20-year half pay plan.

**ARTICLE 9
SICK LEAVE**

9.1 Sick Leave

Each full time member of the Club will be entitled to a maximum of fifteen (15) paid sick day leaves per calendar year, such sick days to be cumulative up to two hundred and sixty (260) working days. All members shall receive credit for presently cumulated sick days from their respective dates of employment. Sick time must be used for a legitimate illness or injury of the employee requesting sick leave. Each full time employee will be entitled to use five (5) sick days a year for a family illness.

The Chief of Police may require a Physician's certificate concerning the absence of any Club member for a period exceeding one (1) day.

9.2 On a voluntary basis, an employee may transfer up to 20% of accumulated sick leave credits, to a reserve to be calculated in equivalent dollars to be used by another member of the unit who has exhausted his/her sick leave.

9.3 Contributing employees must maintain a minimum of fifty (50) sick leave days.

**ARTICLE 10
PERSONAL LEAVE**

10.1 Personal Leave

Members of the Club shall be allowed three (3) days leave per year for personal business. Such days will be without loss of pay and shall be deemed neither a holiday nor vacation day. Approval shall be obtained before taking of a Personal Leave day, and forty-eight (48) hours notice is to be given when possible. Unused Personal Leave days are to be added to sick bank up to a maximum accumulative two hundred and sixty (260) days.

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**ARTICLE 11
VACATION**

11.1 Vacation

The Town will grant vacation to full time members based on the number of years of service completed at the beginning of the calendar year as follows:

<u>NUMBER OF YEARS OF SERVICE COMPLETED AS OF JANUARY 1 OF THE CALENDAR YEAR</u>	<u>YEARLY VACATION ALLOWANCE</u>
6 months but less than one year	1 day per month (not to exceed 10 days)
1 complete year through 3 complete years	12 days
4 complete years through 8 complete years	16 days
9 complete years through 14 complete years	18 days
15 complete years through 19 complete years	20 days
20 and more complete years	23 days

**ARTICLE 12
HOLIDAYS**

12.1 Holidays

Each full-time member of the Club shall receive each year twelve (12) paid holidays. The holidays to which each member shall be entitled shall be determined in accordance with the present procedure of the Town of Ogden and the Police Department Rules and Regulations. Holiday pay will be based on an eight (8) hour day. Payment will be made in one lump sum, paid in the first check in November of each calendar year.

**ARTICLE 13
LEAVE DUE TO DEATH IN THE FAMILY**

13.1 Leave Due to Death In The Family

Full time members of the Club shall be allowed three (3) days leave of absence for each event of the death of a parent, wife's parent, wife, child, brother or sister, or relative living in the household of the member. A member of the Club shall be allowed one (1) day leave of absence in the event of the death of other relatives, providing that notification to the Chief of Police is made prior to the excused time.

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**ARTICLE 14
JURY DUTY**

14.1 Jury Duty

When a full time member is summoned for jury duty, the member will continue to receive their regular base pay for their standard scheduled hours. A member will not be scheduled to work any shift sixteen (16) hours prior to the appearance date and time of the jury summons, nor will the member be scheduled to work during the sixteen (16) hours after the jury summons appearance.

If a full time member is summoned and impaneled as a Grand Juror, the member will have their work schedule changed to a five (5) day work week to accommodate the duties of Grand Juror. Any compensation received by a member for services as a juror (excluding mileage and parking fees) will be reimbursed by the member to the Town of Ogden. As a condition of jury pay, the member must notify the Chief of Police or his designee that he has been called to serve as a juror and he must report to work when the jury is not in session.

**ARTICLE 15
CLUB BUSINESS**

15.1 Club Business

With prior approval by the Chief of Police, the President of the Club or his designee shall be allowed release time with pay for the purpose of participating in PERB proceedings, discussing wages, working conditions, disputes, and grievances with Town representatives, on Town premises.

**ARTICLE 16
FALSE ARREST INSURANCE**

16.1 False Arrest Insurance

The Town agrees that it will maintain in full force and effect its present policy of false arrest insurance for the benefit of the members of the Club and that the Town will cause all premiums therefore to be paid in full. In the event an action is brought against a member of the Club in the performance of his duty covered under this agreement for a false arrest, malicious prosecution or abuse of process, the Town shall provide a defense to said Club member and pay for any expense of trial incurred as a result of such action.

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In the event said Police Officer desires to have counsel of his own choosing, other than the counsel provided by the Town, then he shall do so at his own expense.

It is understood by and between the parties hereto that the aforesaid coverage shall also apply with respect to the offenses of false imprisonment or detention, liable, slander, defamation, violation of right of privacy, wrongful entry or eviction or other invasion of right of private occupancy. It is agreed that present limits of liability coverage include \$1,000,000 each person aggregate; \$1,000,000 general aggregate.

**ARTICLE 17
HEALTH INSURANCE PLAN**

17.1 The Town shall maintain and fully pay for full-time members hired before December 31, 1996 the current base insurance plan. Employees hired subsequent to December 31, 1996 will pay ten percent (10%) of the current base plan premium, through payroll deduction, and the Town will pay ninety percent (90%) of the current base plan premium.

17.2 Blue Choice Value shall be the Town's base health insurance plan. A member selecting a plan with a higher premium shall be obligated to pay the difference between the Town's contribution to the base plan premium and the premium of the plan selected by the member, through payroll period deduction. The Town has the option to change insurance carriers, during the life of this agreement, which will provide the same or equivalent benefits.

17.3 Full time members shall become eligible for coverage on the first day of the full month following their date of hire.

17.4 Health Insurance – Retirees

An employee who has twenty (20) years of service with the Town of Ogden will be entitled to fully paid medical insurance for himself and his spouse and eligible children in the plan in which the employee is enrolled at the time of retirement.

Employees who retire subsequent to the execution date of this agreement will be covered by whatever base health insurance plan is set forth in this and future collective bargaining agreements which are in existence between the parties.

Retirees wishing to participate in a more costly plan (which is available to the Town) than the Town's base plan, will be required to pay the difference between the Town's contribution to the base plan and the higher cost plan. Such arrangements must be made between the retiree and the Town.

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If an employee retires before the age of fifty-five and becomes eligible for comparable health insurance through other employment, or through a spouse's employment, he/she must accept that insurance. The Town of Ogden will supplement any premium contributions that may be required from the Town retiree. The Town's limitation will not exceed the premium payment for its base plan.

If the retiree loses his/her health insurance from the other employer, or through his/her spouse's employment, the Town will resume full payment of the base plan premium. The employee and the Town of Ogden will sign an agreement to this effect upon retirement (see attachment A).

17.5 Death Benefits

In the event that an Ogden Police Club member dies as the result of an on-duty, job related incident and was covered with health insurance by the Town immediately prior to death, the Town of Ogden shall continue to pay the Town's portion of the cost of health insurance for the surviving spouse and eligible dependents that were also covered under such policy for a period of one year providing no comparable insurance is available from surviving spouse's employer or other source. Such insurance will also be discontinued upon remarriage of the surviving spouse during such period.

ARTICLE 18
DENTAL INSURANCE PLAN

18.1 Dental Insurance Plan

The Town shall maintain and pay for 50% of the Blue Cross/Blue Shield Smile Saver, Option I, Dental Plan, upon request of the full time club member. Other 50% to be paid by full time Club member.

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**ARTICLE 19
CLOTHING ALLOWANCE**

19.1 Clothing Allowance

The Town shall pay for and provide uniforms for all officers. The Town shall pay for alterations, repairs and replacements of uniforms. The Town shall also provide at least weekly cleaning of all uniforms, as well as periodic cleaning and repair of equipment that is necessary and required by the Police Officers in accordance with the Police Department Rules and Regulations.

The Town shall provide all Police Officers with protective body armored vests. Said body armor will be worn at all times when on duty in uniform. Policy to be set by Chief in regards to non-uniform work.

**ARTICLE 20
GOVERNING LAW**

20.1 Governing Law

The terms and provisions of this Contract and dispute arising during collective bargaining there under shall be governed by the New York State Public Employment Relations Board in accordance with the New York State Public Employee Fair Employment Act and Article 14 of the New York State Civil Service Law.

**ARTICLE 21
FUTURE NEGOTIATIONS**

21.1 Future Negotiations

This agreement is for a period of three (3) years. The parties mutually agree that negotiations of the Contract for the year 2007 will commence between June 15 and July 19, 2006. In the event that a new Contract is not consummated and signed at the time this Contract expires, the terms and conditions of this Contract will remain in effect until such time that a new Contract has been negotiated and signed.

In the event of an impasse in negotiations declared by either party, the party declaring the impasse shall promptly notify the New York State Public Relations Board (PERB).

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**ARTICLE 22
SEPARABILITY**

22.1 Separability

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

**ARTICLE 23
GRIEVANCES**

The Town of Ogden and the Club agree that the procedure for processing grievances shall be as follows:

23.1 Policy

Club members shall have the right to present grievances, in accordance with the procedures described herein, free from interference, coercion, restraint, discrimination or reprisal. The informal resolution of differences prior to the initiation of actions under this Grievance Procedure is encouraged and desired by the Town of Ogden and the Club.

23.2 Definition

A grievance shall be a complaint by a Club Member or a group of Club members, or by the Club on behalf of a Club member or group of Club Members, that the right or rights of such member or group members have been violated or not complied with in accordance with the terms of this Contract. Any member or group of members may also seek an interpretation or application of any provisions of this agreement between the parties.

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23.3 Procedure

Grievances, as defined in Section 2 of Article 23, shall be processed as follows:

Step One — A grievance shall be submitted by the grievant in writing to the Chief of Police, with notification to the Club if the President thereof or his designee is not the grievant, within twenty (20) working days of the commencement of the event which gave rise to the grievance or the date the grievant should reasonably have expected to become aware of the event which gave rise to the grievance. If the grievance is not settled within ten (10) working days of receipt of the grievance, the grievance may be appealed by the grievant to the Town Supervisor within five (5) working days of receipt of the Step One response. Such appeal shall be written and state the grounds therefore. If no Step One response is received within the specified time, the grievance shall be advanced to Step Two by the grievant.

Step Two — The Town Supervisor shall, within fifteen (15) working days, review such grievance and shall issue his determination as to the same setting forth his reasons in such decision. Any unsettled grievance may proceed as set forth in Step Three.

Step Three — Arbitration

A. The President of the Club or his designee shall have the exclusive right to refer to arbitration any unsettled grievance with respect to the application or interpretation by the Town of Ogden of any provisions of this agreement (Contract between the Club and Town), which application or interpretation is alleged to constitute a violation of the said agreement or any provision thereof, by serving written notice in duplicate on the Supervisor of the Town of Ogden not later than ten (10) working days following receipt of Step Two determination.

B. Within ten (10) days after reference of a grievance to arbitration, the Supervisor of the Town of Ogden and the President of the Club, or their designees, shall meet to agree upon an arbitrator and to attempt to frame the issues for submission to the arbitrator and to stipulate the facts of the matter in order to expedite the hearing. If within five (5) working days after such meeting no agreement on the selection of an arbitrator is reached, an arbitrator shall be selected from a list supplied by the New York State Public Relations Board. The petition for arbitration shall be made on the appropriate form and sent to the New York State Public Relations Board requesting a panel of seven (7) arbitrators to be submitted to both parties to the dispute. A copy of the demand for arbitration shall be sent to the Town.

Upon receipt of the panel of arbitrators, the parties shall make the selection of the arbitrator by alternately striking names from the panel until the name of only one (1) person remains. The person remaining shall be the arbitrator in the dispute.

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Each party to the dispute shall have the right to reject not more than one (1) panel submitted by the New York State Public Employment Relations Board.

If an arbitration hearing is cancelled or postponed within the penalty period provided by the arbitrator, the party requesting the cancellation or postponement shall be obligated to pay the penalty fee of the arbitrator.

C. All decisions of said arbitrator shall be final and binding on all parties. The arbitrator shall confine himself to the precise issue presented for arbitration and shall have no authority to determine any other issue not so presented to him, nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

D. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

E. The arbitrator shall hold the hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue this decision as soon as possible after the close of the hearing.

23.4 Special Provisions

1. The term "working days" as used in the grievance procedure, shall mean calendar days exclusive of Saturday, Sunday and Town holidays.

2. All time limits contained in this procedure may be extended by mutual agreement in writing.

ARTICLE 24
MEMBERS RIGHTS

To insure that the rights of members are protected regarding this agreement, questions may arise from time to time concerning the actions of the members of the department. Such questions may require prompt investigation by the Chief of Police or his designated officers. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the rights of each member of the department, the following rules of procedure are hereby established.

24.1 The interrogation of any department member shall be at a reasonable hour, preferably when the member officer is on duty and if possible during the daylight hours unless the exigencies of the investigation dictate otherwise. This involves any investigation where disciplinary action may be taken against that member.

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24.2 Said interrogations shall be conducted at a location designated by the investigating officer, usually at Police Headquarters. Said investigations shall be not be made at a member's home if so requested.

24.3 The member shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the name and rank of the officer conducting the investigation/interrogation, and the complete identity of all persons present during the interrogation.

24.4 The member will be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations made should be provided. If it is known that the member being interrogated is only a witness in the matter, he shall be advised of that fact.

24.5 The interrogation shall be completed with reasonable dispatch and reasonable respites shall be allowed. Time will also be provided for the personal necessities, meals, telephone calls and rest periods. Any determination of the reasonableness shall be at the discretion of the investigation officer.

24.6 The member shall not be subjected to any offensive language nor shall be threatened with transfer, dismissal or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein contained is to be construed as to prohibit the investigating officer from informing the member that his/her conduct can become the subject of disciplinary action resulting in disciplinary punishment.

24.7 In all cases where a member is to be interrogated concerning an alleged violation of department rules and regulations which, if proven, may result in dismissal or the infliction of other disciplinary punishment upon him, he shall be afforded reasonable time and facilities to contact and consult privately with an attorney of his/her choosing and/or representative of the Police Club before being interrogated.

An attorney of his/her own choosing and/or representative of the Police Club may be present during the interrogation but may not participate in the investigation except to counsel the member. However, in such cases, the interrogation may not be postponed for any purpose for more than twenty-four (24) hours from the time of notification of interrogation. A request for an extension of the 24-hour period shall not be unreasonably denied.

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24.8 If known by the investigating officer that a special report may result in disciplinary action against the member, no member will be ordered to write a special report regarding such possible disciplinary action unless he is informed by the investigating officer of the reason for the report and that the report may result in disciplinary action. The member will be afforded reasonable time to consult with an attorney before writing said report. Such reasonable time shall be at the discretion of the investigation officer but shall not exceed twenty-four (24) hours from the time a special report is requested. A request for an extension of the twenty-four (24) hour period shall not be unreasonably denied.

24.9 The member will be provided with a copy of said special report.

24.10 The member officer may consult with his/her attorney prior to and before answering any questions in any investigation, where disciplinary action may be taken against that member officer.

24.11 The refusal of a member to answer pertinent questions concerning any non-criminal matter may result in disciplinary action. The officer may consult with his/her attorney as specified above.

24.12 In all criminal investigations, the members must be given the Miranda Warnings prior to any questioning or any investigation.

24.13 An employee may be requested to undergo a polygraph test for non-criminal matters, but shall not be required to comply.

**ARTICLE 25
LEGAL RIGHTS**

If an officer is charged in a criminal proceeding as a result of his activities in the discharge of his duties and is not found guilty or he does not plead guilty to a lesser charge, a committee shall be formed to make recommendations to the Town Board whether or not to reimburse the officer in whole or in part for his reasonable attorney's fees and expenses.

The committee shall consist of: the Chief of Police, the Police Club President and a designee of the Town Board. The Police Club President shall not serve on this committee if he is the officer charged in the criminal proceeding. In that event, the Police Club Vice-President shall serve on the committee in his place.

The committee shall deliberate and promptly forward its recommendation to the Town Board for its consideration.

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The Town Board, in its sole discretion, shall determine whether or not to reimburse the officer, in whole or in part, reasonable attorney's fees and expenses incurred by the officer in his defense.

The determination of the Town Board shall be made within a reasonable period of time.

The Club members covered in this Contract are included in Chapter 7 Defense of Officers and Employees in the Code of the Town of Ogden.

**ARTICLE 26
PERSONNEL FOLDER**

26.1 Only one personnel folder shall be kept for each member of the Police Department, which shall include a payroll folder kept by the personnel department. Each member shall have the right to inspect his personnel folder on request to the Chief of Police or his designee. Upon receiving a request, the folder shall be made available at the Chief's or his designee's convenience, but not more than 2 working days after the request is made. The file shall be inspected in presence of the Chief of Police or his designee.

26.2 A copy of any warning to an employee or any other document critical of an employee's performance shall be given to the employee before being placed in the employee's personnel folder. The employee may provide a written response to an appraisal, evaluation, warning or other document critical of the employee's performance, which will be included in the folder, if desired by the member and will be retained with the document to which it is responsive as long as that document remains in the personnel folder.

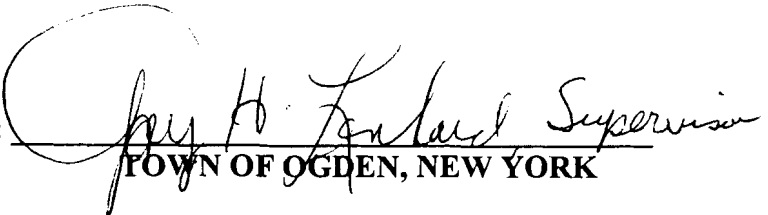
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ARTICLE 27

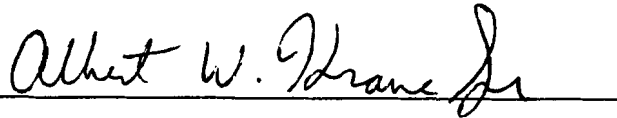
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO AFFIXED THEIR HANDS AND SEALS THE DAY AND YEAR WRITTEN BELOW.

DATED: 3-30-04

BY:  Supervisor
TOWN OF OGDEN, NEW YORK

DATED: 3-30-04

BY: 

OGDEN POLICE CLUB, NEW YORK

AGREEMENT
HEALTH INSURANCE

This is to certify that the undersigned, who is about to retire, acknowledges the Ogden Police Club's Agreement with the Town of Ogden, under Article 17 Health Insurance Plan, paragraph 17.4 and agrees to accept the same or equivalent health insurance if offered by another employer, or by a spouse's employer.

Signature

Date

This is to certify that according to the Ogden Police Club's Agreement with the Town of Ogden, under Article 17 Health Insurance Plan, the Town of Ogden agrees to supplement any premium contributions that may be required if the retiree is offered the same or equivalent health insurance by another employer, or by a spouse's employer. The Town's limitation will not exceed the premium payment for its base plan. The Town also agrees that if the retiree loses his health insurance from either of these sources, the Town will resume full payment of the base plan premium.

Personnel Director

Date

Attachment A