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

Title: **New Hartford, Town of and New Hartford Police Officers Benevolent Association (2002)**

Employer Name: **New Hartford, Town of**

Union: **New Hartford Police Officers Benevolent Association**

Local:

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

PERB ID Number: **7995**

Unit Size: **26**

Number of Pages: **30**

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7995

AGREEMENT

BETWEEN

THE TOWN OF NEW HARTFORD

AND

NEW HARTFORD POLICE OFFICER'S  
BENEVOLENT ASSOCIATION

JANUARY 1, 2002 THRU DECEMBER 31, 2004

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

26

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ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of October, 2004, by and between the TOWN OF NEW HARTFORD, New York hereinafter referred to as the "Town", and the NEW HARTFORD POLICE OFFICER'S BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association", agree as follows:

WHEREAS, the Town and the Association desire to promote and maintain harmonious and cooperative relations, and to work together for the public safety, all in accordance with the Public Employees' Fair Employment Act and applicable amendments thereto,

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements hereinafter contained, the Town through its chief executive officer and appropriate legislative body and the Association through its duly authorized representatives have exchanged mutual promises, as follows:

ARTICLE I  
CERTIFICATION AND UNIT

A representation proceeding having been conducted between the parties hereto by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the rules of procedure of the Board, it was CERTIFIED that the New Hartford Police Officer's Benevolent Association was designated and selected by a majority of the employees of the above named employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included in the unit are full-time and part-time employees in the following titles: Sergeant, Lieutenant and Patrolman; excluded are the Chief of Police, Clerk and other employees.

ARTICLE II  
DUES CHECK-OFF

The Town agrees to deduct, once each pay period, dues and assessments in an amount certified to be proper by the Association from the pay of those employees who individually request in writing that such deductions be made. The total amount of such deductions shall be remitted each pay period, by the Town to the Association.

ARTICLE III  
AGENCY SHOP FEE DEDUCTION

The Town agrees to, deduct from the salary of all employees who are not members of the Association an amount equivalent to the amount of dues payable by a member. The said amount shall be remitted each pay period, by the Town to the Association.

ARTICLE IV  
UNION REPRESENTATION

The Town agrees to permit the PBA President and/or his duly authorized alternate to confer with appropriate Town representatives and unit employees in all matters relating to grievances and terms and conditions of employment, during normal working hours, without loss of pay, however, this right does not extend to discussions relative to PERB campaigns and/or challenges during such campaign periods and/or periods of challenge.

ARTICLE V  
PBA TIME

One of the following, i.e. the Association's President, Vice President, Recording Secretary and/or Treasurer shall have the right to attend all regular meetings of the Association, during normal working hours, without loss of pay.

One such officer shall also have the right to attend all special meetings of the Association, during normal working hours, without loss of pay, provided the frequency and time of said meetings is not unreasonable.

The President or alternate shall be granted time off to attend the monthly meeting, and the annual convention, without loss of pay, of the Police Conference of New York, and of the Northeastern Police Conference.

The President or alternate shall be granted time off, without loss of pay, for the purpose of representing the Association as an honor guard in the funeral of a police officer killed in the line of duty within either the County of Oneida and/or an adjoining County. The Town shall provide such honor guard with a marked patrol car, for the honor guard's use, at no cost or expense to the honor guard.

ARTICLE VI  
CONTRACT NEGOTIATIONS

The President or alternate shall be granted time off, without loss of pay, to represent the Association in all contract negotiations.

ARTICLE VII  
UNIFORMS AND EQUIPMENT

SECTION 1

The Town shall provide the following uniforms and equipment to

every newly appointed officer:

Dress Blouse (Class A)	1
Shirts (long sleeve)	5
Shirts (short sleeve)	5
Pants	5
Ties	3
Tie Bar	1
Pants Belt	1
Boots (winter)	1
Boots (summer)	1
Collar Brass	1 set
Stetsons	2
Ball Cap (winter)	1
Ball Cap (summer)	1
Garrison Belt	1
Rain Coat	1
Ike Jacket	1
Winter Reefer	1
Fatigue Pants (Class B)	1
Fatigue long sleeve shirt (Class B)	1
Fatigue short sleeve shirt (Class B)	1
Badges	3
Name Plates	2
Black Winter Gloves	1 pair
Gun Belt	1
Keepers	5
Holster	1
Weapon	1
Ammunition Carrier	1
Handcuffs	2 sets
Handcuff Carrier	1
Night Stick	1
Night Stick Ring	1
Radio Holder	1
Key Holder	1
Personal Issue 5-Cell - C-Cell Mag. Lite Flashlight	1
I.D. Card	1
I.D. Case	1
Ammunition	As Needed



SECTION 2. The Town shall provide at no cost to the employee, all uniforms and equipment as mentioned in Section 1.

SECTION 3. Newly appointed patrolmen shall receive two complete uniforms and equipment, at the Town's expense, at the time of appointment and such uniform and/or equipment shall conform to the latest uniform specifications as adopted by the Town through its purchasing agent.

SECTION 4. The Town shall provide officers attending the Police Academy with the uniform required by the academy at that time, at the Town's expense.

SECTION 5. Newly promoted, transferred or re-assigned officers shall be supplied by the Town, at the Town's expense, with all additional clothing and/or equipment required in connection with their position.

SECTION 6. Uniforms shall be replaced or repaired as needed, with Chief's approval, at the Town's expense.

#### ARTICLE VIII CLEANING ALLOWANCE

The Town shall provide for the cleaning of each officer's uniforms, at Town's expense, at a local laundry of the Town's choosing, on an as needed basis.

#### ARTICLE IX HOURS OF WORK

SECTION 1. Effective January 1, 2004, the work week of the police department shall be 41.25 hours per week. The regular work shifts shall be as presently exist: 1st shift, 6:45 a.m. to 3 p.m.; 2nd shift, 2:45 p.m. to 11 p.m.; 3rd shift, 10:45 p.m. to 7 a.m. Investigators will be

expected to work 8.25 hours per day as a regular shift. The parties agree that although officers will be required to report to work at the time stated above, officers will be allowed to get dressed during the first five minutes of each shift. Accordingly, all officers will be fully dressed and ready for duty at the conclusion of the five minute paid dressing period.

SECTION 2 Unit employees who provide the Chief with five (5) days advance notice, shall be allowed to exchange tours of duty and/or days off, so long as the exchange does not countermand a disciplinary assignment.

Unit employees who provide the Chief with less than five (5) days advance notice, shall be allowed to exchange tours of duty, and/or days off, so long as the exchange does not countermand a disciplinary assignment, with Chief's approval, which approval shall not be unreasonably denied.

Chief's approval is required in all cases when a double shift is involved.

## ARTICLE X OVERTIME

SECTION 1 Effective January 1, 2004, employees shall be converted to an hourly rate for the purposes of straight time compensation. The hourly rate shall be their former annual salary, subject to any interim increases, divided by 2080 hours per year. The employees will hereafter be paid bi-weekly on an hourly basis, as opposed to bi-weekly on a salary basis.

SECTION 2 Effective January 1, 2004, any police officer working in excess of 8.25 hours on any one tour of duty shall be compensated for all additional time at one and one-half times his

regular hourly rate. In addition, employees will be entitled to overtime for all hours worked in excess of 41.25 hours in any given work week as authorized by Section 7(k) of the Fair Labor Standards Act, provided, however, that the Town shall continue to use a 28-day cycle and average hours over each work week in the 4-week (28 day) cycle in determining the hours worked in any given work week.

SECTION 3. The determination of the regular hourly rate shall be made by dividing a police officer's annual salary (which shall not include reporting pay) by 2080 hours to obtain a regular hourly rate which shall also include compensation for any degree, longevity, and all other FLSA recognized compensation (except night shift differential). Any time an employee works beyond his normal tour of duty (i.e. beyond 8.25 hours on his regular shift), he shall be compensated for the time spent to the nearest half hour or the employee may be compensated in equivalent compensatory time at time and one-half at the discretion of the employee.

#### ARTICLE XI RECALL TIME

SECTION 1. A full-time officer who has left the premises and is called back to work after completing his regular tour of duty shall receive a minimum of three (3) hours pay at his overtime rate. An employee who works beyond the three (3) hour minimum, shall also be compensated to the nearest one-half hour over and above this minimum of three (3) hours, at his overtime hourly rate.

SECTION 2. A part-time officer who has left the premises and is called back to work after completing his regular tour of duty shall receive a minimum of four (4) hours pay at his regular hourly rate.

ARTICLE XII  
COURT TIME AND HEARING PAY

SECTION 1. A full-time officer scheduled to appear in court or any other legally constituted hearing, resulting from his actions as a police officer, when not on a scheduled tour of duty, shall receive time and one-half for each hour so spent, at his over-time hourly rate. Part-time officers shall receive their regular rate of pay for each hour so spent. Time shall be computed to the nearest one-half (1/2) hour. Three (3) hours will be the minimum time granted for court time for any court or hearing appearances defined in this Article. Court time shall include, but is not limited to, Village Court, Town Court, Supreme Court, Motor Vehicle hearings, and Grand Jury.

ARTICLE XIII  
ASSIGNMENTS

Emergencies excepted, all job assignments shall be posted for seven (7) days prior to making such assignments and all qualified unit employees eligible for the job shall be allowed to bid. Said job assignments shall be filled from amongst qualified officers, by seniority. Specifications shall be drawn up by the Chief of Police for all assignments within the Police Department.

ARTICLE XIV  
VACANCIES - GUARANTEED MINIMUM COMPLIMENT

SECTION 1. All ranks presently carried shall be filled and at the grade presently established. All promotional vacancies shall be filled within forty-five (45) days after the position becomes open.

SECTION 2. The Town agrees to guarantee the current compliment of three officers from 7 a.m. to 3 p.m., three officers from 3 p.m. to 11 p.m. and two officers from 11 p.m. to 7 a.m.

ARTICLE XV  
PERSONAL LEAVE DAYS

SECTION 1 All full-time unit employees shall be entitled to a total of five (5) personal leave days each year, to be used whenever and as needed. Except in cases of an emergency, requests for Personal Leave will be made at least twenty-four (24) hours in advance. Personal leave shall be granted and not otherwise denied or cancelled. Personal Leave days may be taken in one-half day increments, and such Leave shall be without loss of pay and shall not be deducted from vacation or any other Leave benefits.

SECTION 2 At the end of each calendar year, unit employees shall have the option of either being paid at their regular rate for unused personal leave days or converting their unused personal leave days into sick leave days for accumulation purposes.

ARTICLE XVI  
SICK LEAVE DAYS

All full-time unit employees shall be entitled to a total of seventeen (17) days each year, to be used whenever and as needed. All full-time unit employees shall be entitled to a maximum accumulation of two hundred (200) unused sick days. In the event a unit employee leaves the New Hartford Police Department under honorable conditions, he shall be paid at his regular rate for all unused sick days. A physician's certificate may be requested by the Town after an employee has reported sick for a period of five (5) consecutive days.

ARTICLE XVII  
FAMILY LEAVE DAYS

Effective immediately, all full-time unit employees shall be entitled to convert and use, on an annual basis, up to four of their respective unused accumulated sick leave days, for family sick

leave purposes, for i.e. child births, illnesses, doctor visits, and the like, wherein the discretion of the employee, his/her presence is either necessary or would be beneficial to the family member needing his/her assistance, attention, and/or companionship.

#### ARTICLE XVIII HOLIDAYS

All full-time officers shall be entitled to the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Good Friday
- Presidents' Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King Day
- Officer's Birthday (consistent with proper police coverage, may be taken on officer's birthday if he wishes)

These holidays shall be granted whether or not the unit employee works on that date, that is to say if a unit employee works any of the aforementioned holidays, he is entitled to a day off with pay. In the event the unit employee's normal day off occurs on one of said holidays, he shall be entitled to be paid for said holiday.

#### ARTICLE XIX HOLIDAY/VACATION CANCELLATION

Scheduled holiday and/or vacation days shall not be subject to cancellation unless 24 hour advance notice of emergency cancellation is given. In the event that a holiday and/or vacation is cancelled without 24 hour notice, the employee shall receive time and one-half for at least eight (8)

hours for having to report to work on his scheduled day off.

Vacation choices shall be by rank, and then, by time in rank.

Unit employees who give the Chief more than thirty (30) days notice, shall be permitted to exchange vacations with Chief's approval, which approval shall not be unreasonably denied.

## ARTICLE XX VACATIONS

SECTION 1. All full-time unit employees shall be entitled to the following annual vacation periods: after one (1) year of service an employee shall receive two (2) weeks plus one (1) day per year thereafter for the next five (5) years so that after five (5) years of service an employee shall receive three (3) weeks vacation. After five (5) years of service an employee shall receive three (3) weeks plus one (1) day per year thereafter so that after ten (10) years an employee shall have four (4) weeks vacation.

SECTION 2. Unit employees shall be allowed to take their vacation allotment in weekly increments of their choosing, consistent with proper police coverage and consistent with the reasonable operating needs of the Town.

SECTION 3. Unit employees will be allowed to carry up to five (5) vacation days into the next calendar year. Scheduling of these days, however, shall be with Chief's approval, and such days must be taken prior to July 1 or be lost. No two (2) employees may be on vacation during the same vacation period.

SECTION 4. Upon voluntary termination of employment, a unit employee who has at least nine (9) months of compensable time from his anniversary date, shall be eligible for the full vacation period. If he has less than (9) months of compensable time, but more than (6) months, then he shall be entitled to one half of the vacation scheduled. If he has less than six (6) months but

more than three (3) months, he shall be entitled to one fourth of the vacation scheduled. Upon retirement, a unit employee will be entitled to his full vacation schedule irrespective of the date of retirement.

ARTICLE XXI  
REGULAR TIME OFF

Regular days off shall be scheduled in accordance with seniority.

ARTICLE XXII  
FUNERAL LEAVE

In the event of a death in the family of any unit employee or in the family of the present spouse of the officer including parents, grandparents, children, sisters, brothers, and/or guardians; the unit employee shall be granted up to three (3) days leave of absence, with pay.

ARTICLE XXIII  
REVIEW OF PERSONAL RECORDS

All employees covered by this Agreement shall have the right once annually, on written application, to review their own personal record.

ARTICLE XXIV  
EMPLOYEE RIGHTS/DISCIPLINARY INVESTIGATIONS

The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions may require



investigation by superior officers designated by the Chief of Police and/or the Town Supervisor in connection with disciplinary proceedings regarding conduct unbecoming to an officer. In an effort to ensure these investigations be conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted concerning disciplinary proceedings regarding conduct unbecoming an officer:

1) Interrogation of a member of the force shall be at a reasonable hour, when the member of the force is on duty, unless waived by the member and/or unless on extended leave.

2) The member of the force shall be informed of the nature of the investigation before any interrogation is commenced, including the name(s) of the complainant(s).

3) The member of the force shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

4) If a member of the force is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

5) In all cases and at every stage of these proceedings regarding any disciplinary proceeding concerning conduct unbecoming an officer, in the interest of maintaining the usual high morale of the force, the department must provide the opportunity for a member of the force to consult with counsel and/or be represented by his Association representative, unless the member specifically declines such counsel and/or representation, before being questioned concerning the violation of the rules and regulations, regarding possible disciplinary proceedings involving conduct unbecoming an officer and during the interrogation of a member of the force.

6) A member must submit an administrative memo regarding his actions of a police nature detailing all facts. Such memos shall not be considered an admission against self, nor shall such memos be introduced or admissible in any disciplinary proceeding.

7) The hearing officer in a disciplinary hearing under Section 75 of the Civil Service Law shall be an impartial arbitrator designated by the American Arbitration Association pursuant to AAA's Voluntary Resolution of Disputes Procedure. The findings and decision of the aforesaid impartial arbitrator shall be final and binding on the Town, the PBA, and the employee involved.

ARTICLE XXV  
EMPLOYEE RIGHTS/CRIMINAL INVESTIGATIONS

The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. If a member of the force is a witness, suspect or the target of a criminal investigation, any inquiries and/or investigations relative to the member's conduct and/or actions will be conducted in a manner so as not to deprive him of his constitutional rights. Such member shall have the right to consult with and be represented by an attorney, at all steps of the inquiry and/or investigation.

Further, the member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant.

ARTICLE XXVI  
DEFENSE, INDEMNIFICATION, PUNITIVE DAMAGES

SECTION 1. The Town hereby agrees to adopt for the benefit of its police officers a local law, resolution, rule or regulation conferring upon its members of the police department the benefits of the New York State Public Officers Law Section 18 and further agrees to be held liable for the costs incurred under New York State Public Officers Law Section 18.

SECTION 2. Effective January 1, 1997 if a police officer is sued for punitive damages, as

such term is defined in General Municipal Law Section 50-j, i.e. for punitive or exemplary damages arising out of a negligent act or other tort of the police officer committed while in the proper discharge of his duties and within the scope of his employment, the Town shall, at its expense, provide legal counsel for such officer, but shall not indemnify such officer if a judgment is rendered against him.

#### ARTICLE XXVII PENSIONS

The Town shall provide in addition to any current Retirement Plan, the Twenty (20) Year non-contributory pension plan established in Section 384-d of the New York State Retirement and Social Security Law, effective December 1, 1991.

#### ARTICLE XXVIII HEALTH INSURANCES

SECTION 1. The Town shall pay for, provide and continue to provide at its own cost and expense the New York State Teamsters Supreme health, hospitalization, prescription, dental, optical, and pre-paid legal program [presently in place for the instant bargaining unit], and thereafter as same is enhanced or modified, for each unit employee, his/her spouse and dependents. In the event that during the course of this Agreement any other unit has or is offered an alternative hospitalization and/or insurance program, this unit shall have the right [but not the obligation] to opt for said program.

SECTION 2. Upon expiration of this Agreement, or sooner in the event that the Town decides to stop providing benefits under the plan, and without regard to whether the parties have

reached an agreement on a new health plan in collective bargaining negotiations, the Town may revert back to providing benefits equivalent to benefits provided under the previous collective bargaining agreement, which expired on December 31, 2001, with the exception of the premium splitting provisions contained under those provisions, which shall be adjusted to provide that the employees shall pay the smallest portion of the premium costs of any Town employee(s) and the Town shall bear the remaining premium cost.

SECTION 3. Part-time employees – To the extent permitted by the Teamsters Health Insurance Fund, part-time employees will be asked whether they wish to be covered by the Teamsters health Insurance Plan for as long that plan remains in place. In the event the part-time employees do wish to be covered by the Teamsters Health Insurance Plan, they will remit to the Town the cost of their premiums. In the event that part-time employees do not wish to be covered by the plan, they will have no payment obligation to the Town and the Town will have no obligation to the employees to provide health insurance benefits. In the quarter during which a part-time employee utilizes or receives benefits, they will be required to reimburse the Town for premiums paid on their behalf by the Town.

SECTION 4. The Town shall make available an IRS 125 Plan (Flexible Spending Plan) for all members of this bargaining unit. Bargaining unit members shall have the opportunity to pay health insurance premiums (if required to do so) through the 125 Plan and may also elect any other deductions that are permissible through such Plan.

ARTICLE XXIX  
POLICE SCHOOLS

Employees shall be assigned to any and all special schools for police personnel on a fair and impartial basis.

ARTICLE XXX  
DAMAGE TO PERSONAL PROPERTY

In the event in the line of duty, an employee suffers the loss and/or damage of personal property (ie: eyeglasses, lenses, dentures or similar prosthetic devices, and/or items of wear and apparel), the Town agrees to replace at no cost to the employee the value of said property, and the same shall be reimbursed by the Town with Chief's approval and only if the employee is not reimbursed by possible defendants in action or by a third party, the same to include insurance companies, etc. The burden of proof shall rest with the employee to prove such loss or damage.

ARTICLE XXXI  
ASSOCIATION PRIVILEGES

SECTION 1. The Town shall provide a lockable bulletin board in the officers' locker room, or lounge, for the posting of PBA notices and communications.

SECTION 2. The PBA shall have the exclusive right to provide, install and maintain vending machines, at the PBA's cost and expense, in the Police Department. The proceeds from such machines shall belong to the PBA.

ARTICLE XXXII  
SALARIES

SECTION 1. Effective on and retroactive to January 1, 1995, all full-time officers, except

sergeants, shall receive a salary increase of 4%. Effective on and retroactive to January 1, 1996, all full-time officers shall receive a salary increase of 4%. Effective on January 1, 1997 and January 1, 1998 all full-time officers shall be paid at the base rate set forth below.

<u>Police Officer</u>	<u>1997</u>	<u>1998</u>
Entry	\$28,763	\$30,489
After 1 Year	\$31,312	\$33,190
After 2 Years	\$33,860	\$35,892
After 3 Years	\$36,409	\$38,594
 <u>Sergeant</u>	 \$43,209	 \$45,801
 <u>Lieutenant</u>	 \$50,008	 \$53,008

Effective January 1, 1995 the salary rate for the rank of sergeant shall be established at a rate midway between the rate of compensation for a police officer and a lieutenant.

A partial payment of \$1,000.00, less applicable deductions, shall be made to all unit members by December 20, 1996, with the balance of the retroactive payment to be processed as quickly as possible, but in no event later than March 1, 1997. If the balance of the retroactive payment is not paid by March 1, 1997, interest at the rate of 9% shall accrue and shall be paid from March 1, 1997 until the actual date of payment of the retroactive pay.

SECTION 2: All part-time Patrolmen and Sergeants shall receive the hourly base salary equivalent to that of a full-time Patrolmen and/or Sergeant.

SECTION 3: Effective on and retroactive to January 1, 1999 all members of the bargaining unit shall receive a salary increase of three (3%) percent.

Effective on January 1, 2000, all members of the bargaining unit shall receive a salary increase of three (3%) percent.

Effective on January 1, 2001, all members of the bargaining unit shall receive a salary increase of three (3%) percent.

In accordance with the above, effective on January 1, 1999, January 1, 2000, and January 1, 2001, all full-time officers shall be paid at the base rate set forth below:

	<u>1999</u>	<u>2000</u>	<u>2001</u>
<u>Police Officer</u>			
Entry	\$31,403.67	\$32,345.78	\$33,316.15
After 1 Years	\$34,185.70	\$35,211.27	\$36,267.61
After 2 Years	\$36,968.76	\$38,077.82	\$39,220.15
After 3 Years	\$39,751.82	\$40,944.37	\$42,172.70
 <u>Sergeant</u>	 \$47,175.03	 \$48,590.28	 \$50,047.99
 <u>Lieutenant</u>	 \$54,598.24	 \$56,236.18	 \$57,923.26

SECTION 4           Effective on and retroactive to January 1, 2002, all full-time bargaining unit employees shall receive a salary increase of three (3%) percent.

                          Effective on and retroactive to January 1, 2003, all full-time bargaining unit employees shall receive an additional salary increase of three (3%) percent.

                          Effective on and retroactive to January 1, 2004, all full-time bargaining unit employees shall receive an additional salary increase of three (3%) percent.

                          Effective on and retroactive to January 1, 2002, "officers assigned full-time as investigators" shall be paid 1.05 times their normal base rate (exclusive of college incentive, longevity, or other payments).

                          In accordance with the above, effective on January 1, 2002, January 1, 2003, and January 1, 2004, all full-time officers shall be paid at the base rates set forth below.

	<u>2002</u>	<u>2003</u>	<u>2004</u>
<u>Police Officer</u>			
Entry	\$34,315.63	\$35,345.09	\$36,405.44
After 1 Years	\$37,355.63	\$38,476.26	\$39,630.57
After 2 Years	\$40,396.75	\$41,608.65	\$42,856.90
After 3 Years	\$43,437.88	\$44,741.01	\$46,083.24

Sergeant	\$51,549.42	\$53,095.90	\$54,688.77
Lieutenant	\$59,660.95	\$61,450.77	\$63,294.29

SECTION 5. Prospective officers attending the police academy under an offer of employment from the Town shall be paid 60% of the entry level wage rate for actual hours spent in the academy.

SECTION 6. The parties agree to implement reporting time, and reporting pay, as follows:

1) Effective January 1, 2004, all employees will report 15 minutes prior to the start of their regularly scheduled shift (i.e. employees scheduled for 7:00 a.m. to 3:00 p.m., will report at 6:45 a.m.; 3:00 p.m. to 11:00 p.m. will report at 2:45 p.m.; and 11:00 p.m. to 7:00 a.m. will report at 10:45 p.m.). Employees will be allowed 5 minutes of the reporting time to get dressed, and will be ready for service after that 5 minutes period (i.e. 6:50 a.m.; 2:50 p.m.; 10:50 p.m.).

2) Such reporting time will be considered straight time and will be compensated once annually on or about December 1, 2004 in the employee's regular paycheck in a lump sum equal to 65 hours of straight time pay. Such reporting time will be considered straight time under Section 7(K) of the Fair Labor Standards Act and shall not be considered overtime hours worked. Employees who work part of a calendar year will receive a pro-rated stipend for reporting time commensurate with the portion of the year worked prior to separation from employment or commencement of employment.

ARTICLE XXXIII  
LONGEVITY

SECTION 1. Effective and retroactive to January 1, 1995, full-time officers shall



be entitled to receive annual longevity pay as follows:

After four (4) years	\$ 400.00
After eight (8) years	\$ 800.00
After twelve (12) years	\$1,200.00
After sixteen (16) years	1,600.00
After twenty (20) years	2,000.00

Any employee receiving a higher longevity payment pursuant to the longevity pay plan in effect in the prior Agreement (\$500 after five (5) years of service; \$1,000 after ten (10) years of service; or \$1,500 after fifteen (15) years of service) shall continue to receive such higher payment until such time as the amount set forth above exceeds the former longevity payment.

SECTION 2. Entitlement to said longevity shall be computed as of the anniversary date of appointment as a full-time or part-time officer and within the contract year. Such payment shall be included in the police officer's bi-weekly paycheck.

SECTION 3. In the event of retirement or death, any unpaid longevity for the remainder of the calendar year shall be paid in full to the retiring officer in the year of retirement, or to the decedent's estate in the year of death.

#### ARTICLE XXXIV SHIFT DIFFERENTIAL

SECTION 1. A premium shall be paid to all officers working second (3:00 p.m. to 11:00 p.m.) and third (11:00 p.m. to 7:00 a.m.) shifts as follows:

	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1999</u>
Second Shift	\$6.00	\$7.00	\$7.00	\$7.00
Third Shift	\$8.00	\$9.00	\$9.00	\$9.00

SECTION 2. Officers shall be paid their cumulative shift premium on a bi-weekly basis.

SECTION 3. In the event an officer overlaps onto another designated shift, he shall be compensated at the designated rate of said shift.

ARTICLE XXXV  
COLLEGE INCENTIVE

SECTION 1. Effective and retroactive to January 1, 1995, the Town agrees to pay, in addition to other compensation, the following annual college incentive premiums, to full-time unit employees:

Associate's Degree	\$ 500.00/year
Bachelor's Degree	\$1,000.00/year
Master's Degree	\$1,500.00/year

The college incentive premium shall be added to the unit employee's base salary, effective January 1, 1988.

SECTION 2. Effective January 1, 1997, the Town agrees to pay, in addition to other compensation, the following annual college incentive premiums, to full-time unit employees:

	<u>1997</u>	<u>1998</u>
Associate's Degree	\$1,250	\$1,300
Bachelor's Degree	2,450	2,600
Master's Degree	3,100	3,200

Each year the amount for the applicable degree shall be added to the base salary for the appropriate rank set forth in Article XXXII. For example, a top step Police Officer with a Bachelor's Degree will be paid \$38,859 (\$36,409 + \$2,450) for 1997 and \$41,194 (\$38,594 + 2,600) for 1998.

ARTICLE XXXVI  
TRAVEL AND MEAL ALLOWANCE

The Town agrees to pay to each employee the applicable IRS business deduction rate for use of his or her motor vehicle attending training sessions and/or on Town business. The Town further agrees to pay to each employee a meal allowance of up to \$4.00, \$6.00 and \$12.00 for breakfast, lunch and dinner, respectively, while out of Town overnight attending training sessions and/or on Town business.

ARTICLE XXXVII  
PBA CONTRACTS

The Town shall, within 90 days after execution, provide each PBA member with a contract booklet.

ARTICLE XXXVIII  
OUT OF GRADE/RANK/TITLE PAY

SECTION 1. Any police officer who is assigned to perform duties of a person of higher rank, grade or title or is assigned to a position otherwise staffed by a person of higher rank, grade or title, shall be compensated for such performance on a per diem basis.

ARTICLE XXXIX  
GRIEVANCE PROCEDURE

In the event of a dispute (grievance) between a unit employee and the Town, or in the event of a dispute (grievance) between the Association and the Town, the same shall be processed and resolved in accordance with the grievance procedure hereinafter provided.

STEP 1. In the event of a dispute (grievance) between a unit employee and the Town,

the grievance shall be reduced to writing and presented to the Association within ten (10) calendar days of its occurrence or within ten (10) calendar days of the grievant's first having knowledge of its occurrence, to the Association, which if the Association deems the grievance to be meritorious, shall thereafter present the same to the Chief of Police within ten (10) calendar days of the receipt of same from the unit employee. In the event that the Association deems the grievance to be either frivolous or non-meritorious, the unit employee shall have the equal right to process the grievance in the place and stead of the Association in the same manner and within the same time limits that the Association would otherwise have if the Association were processing the grievance.

In the event that a dispute (grievance) between the Association and the Town (whether the grievance be on behalf of the Association, or be on behalf of a unit employee), the grievance shall be reduced to writing and presented to the Chief of Police within ten (10) days of its occurrence or within ten (10) days of when the Association first had knowledge of its occurrence.

STEP 2. The Chief of Police shall within ten (10) days of his receipt of any such grievance, present his response in writing, to the Association (or when applicable, to the unit employee).

If the Chief's response is not satisfactory to the Association (or when applicable, not satisfactory to the unit employee), the Association (or when applicable, the unit employee) shall within ten (10) days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the Town Police Commission.

STEP 3. The Town Police Commission shall within ten (10) calendar days of his receipt of any such grievance, present his response in writing, to the Association (or when applicable, to the unit employee).

If the Commission's response is not satisfactory to the Association (or when applicable, not satisfactory to the unit employee), the Association (or when applicable, the unit employee) shall within ten (10) days of the receipt of the Commission's response present the

grievance, the Commission's response and any reply thereto, to the Town Board.

STEP 4 The Town Board shall then within ten (10) days of its receipt of same, present a response thereto in writing, to the Association (or where applicable, to the unit employee).

STEP 5 Should the Town Board's response not satisfactorily resolve the grievance, the Association (or where appropriate, the unit employee) shall then have ten (10) calendar days in which to contact, by certified mail, return receipt requested, the Contract Arbitrator to arbitrate the dispute. The parties shall, by no later than March 1, 1997 agree upon a single party to serve as Contract Arbitrator. The Contract Arbitrator's decision shall be final and binding upon the Town, the Association (and all unit employees if the Association sought the arbitration), or upon the Town and the unit employee involved (if the unit employee sought the arbitration).

The Contract Arbitrator shall have no power to amend, modify or delete any provision of this Agreement.

Expenses for the Contract Arbitrator's services shall be borne by the losing party; i.e. if the Town loses, expenses shall be borne by the Town; if the Association loses, expenses shall be borne by the Association; if the unit employee loses (in these situations where the unit employee proceeded in the place and stead of the Association), expenses shall be borne by the unit employee. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may request that a transcript be made at its own expense, and if made, shall supply the Contract Arbitrator with a copy without charge.

Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the Town, by mutual agreement, in writing.

ARTICLE XL  
GENERAL MUNICIPAL LAW SECTION 207-c

The parties agree that disputes related to the Town's initial determination of eligibility under General Municipal Law Section 207-c shall be governed by the current policy (attached as Exhibit "A"), which allows as the final step, final and binding arbitration.

ARTICLE XLI  
SAVINGS CLAUSE

All conditions or provisions beneficial to officers by past practice, policy or procedure, now in effect which are not specifically provided for elsewhere in this Agreement, shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the Town and the Association. Any dispute or grievance as to such conditions or provisions shall be submitted to the grievance machinery as authorized by the Town and the Association.

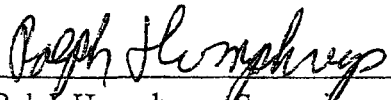
ARTICLE XLII  
SEPARABILITY

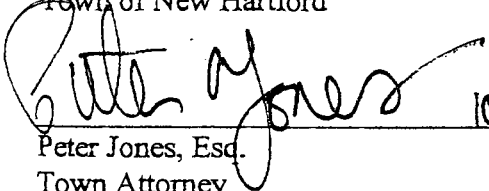
This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law or this Agreement. Should any article, section, or portion of this Agreement be held unlawful, unenforceable or unconstitutional, by any Court of this State or any other State or Federal jurisdiction or by any rulings of the State Department, such decision shall only apply to the specific article, section or portion thereof and that portion of the contract shall be deemed null and void, but the remaining provisions of said contract shall remain in full force and effect.

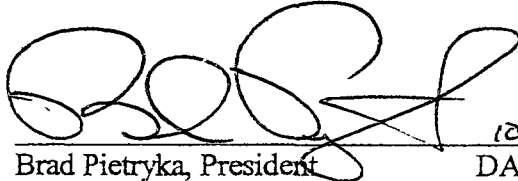
DURATION

This contract shall commence on and be retroactive to January 1, 2002 and shall remain in full force and effect through December 31, 2004 and shall, if not renegotiated/renewed before said date, expire at 12:00 p.m. midnight, on said date.

However, the parties agree to commence negotiations for a successor hereto vis a vis the exchange of proposals, upon request by the other no later than January 31, 2004.

  
\_\_\_\_\_  
Ralph Humphreys, Supervisor      DATED 10-8-04  
Town of New Hartford

  
\_\_\_\_\_  
Peter Jones, Esq.      DATED 10/6/04  
Town Attorney

  
\_\_\_\_\_  
Brad Pietryka, President      DATED 10/11/04  
New Hartford PBA

\_\_\_\_\_  
Rocco A. DePerno, Esq.      DATED  
PBA Attorney