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<td><strong>Union:</strong> Town of Geddes Police Benevolent Association</td>
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<td><strong>Local:</strong></td>
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<td><strong>Effective Date:</strong> 01/01/99</td>
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<td><strong>Expiration Date:</strong> 12/31/02</td>
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EMPLOYMENT AGREEMENT

BETWEEN

THE TOWN OF GEDDES

AND

THE TOWN OF GEDDES POLICE BENEVOLENT ASSOCIATION


RECEIVED

OCT 10 2000

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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This is an Employment Agreement made and entered into this ______ day of ___________ 1999, by and between the Town of Geddes, New York, a duly incorporated municipal corporation incorporated and existing under and by incorporated municipal corporation incorporated and existing under and by virtue of the laws of the State of New York (party of the first part), and hereinafter referred to as “Town”, and the Town of Geddes Police Benevolent Association (party of the second part), and hereinafter referred to as “PBA”.

ARTICLE 1 - RECOGNITION AND APPLICATION OF AGREEMENT

1.1 - Collective Bargaining Unit

The Town hereby recognizes the PBA as the sole and exclusive bargaining agent for all Civil Service Police Officers including those of the competitive class employed in the Town of Geddes Police Department, the position of Police Chief and Captain will be excluded.

1.2 - Application of Agreement

This agreement shall apply to all Police Officers within the bargaining unit defined in Section 1.1 whether the same are members of the Town of Geddes Police Benevolent Association or not.

1.3 - Terms of Agreement

The term of this Agreement shall be from January 1, 1999, to December 31, 2002.
ARTICLE 2 - OBLIGATION OF THE PBA AND THE TOWN

2.1 - No Discrimination by the PBA

The PBA agrees as a condition of such recognition by the Town of Geddes not to discriminate with regard to the terms and conditions of membership in said PBA by reason of race, color, creed or national origin and agrees not to discriminate in its representation of all members of the Town of Geddes Police Department, whether the same are members of the PBA or not.

The Town agrees not to discriminate against any person within the collective bargaining unit because of race, gender, color, creed, or national origin.

2.2 - No Strike

The PBA agrees that it will not call, sanction, cause, instigate, encourage or condone any strike, picketing, slowdown, concerted refusal to perform assigned work or any other type of job action which is designed to impede, or shall have the effect of impeding, normal and efficient operation of the Town of Geddes Police Department.

ARTICLE 3 - SALARIES AND WAGE

3.1 - Definitions

For the purpose of fixing salaries of the Police Officers included in this Agreement, it is agreed that:

A. Patrolman 4th Class shall be a Patrolman during his/her first year of employment by the Town.
B. Patrolman 3rd Class shall be a Patrolman during his/her second year of employment by the Town.

C. Patrolman 2nd Class shall be a Patrolman during his/her third year of employment by the Town.

D. Patrolman 1st class shall be a Patrolman during his/her fourth year of employment by the Town.

E. Probationary Patrolman shall be a Patrolman during his/her schooling.

It is understood and agreed, however, that the present full-time patrolmen employed by the Town shall not attain class status as set forth herein, but each shall attain his/her class status as set forth in the employment agreement into by and between the parties hereto on the 15th day of April, 1974.

3.2 Wages

See Schedule “A” attached for salaries. (Page 4)
### Schedule A

3.2 - Commencing January 1st of each listed year, and terminating December 31st of each listed year, the wage scales for members of the bargaining unit shall be as follows:

<table>
<thead>
<tr>
<th>Patrolman 4th Class</th>
<th>Patrolman 3rd Class</th>
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<tbody>
<tr>
<td>1999 $31,817</td>
<td>1999 $35,461</td>
</tr>
<tr>
<td>2000 $32,931</td>
<td>2000 $36,733</td>
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<tr>
<td>2001 $34,084</td>
<td>2001 $38,008</td>
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<td>2002 $35,447</td>
<td>2002 $39,528</td>
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<table>
<thead>
<tr>
<th>Patrolman 2nd Class</th>
<th>Patrolman 1st Class</th>
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</thead>
<tbody>
<tr>
<td>1999 $36,783</td>
<td>1999 $41,016</td>
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<tr>
<td>2000 $38,070</td>
<td>2000 $42,452</td>
</tr>
<tr>
<td>2001 $39,402</td>
<td>2001 $43,938</td>
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<td>2002 $40,978</td>
<td>2002 $45,696</td>
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<table>
<thead>
<tr>
<th>Sergeant</th>
<th>Probationary Patrolman Entry</th>
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</thead>
<tbody>
<tr>
<td>1999 $44,878</td>
<td>1999 $21,525</td>
</tr>
<tr>
<td>2000 $46,449</td>
<td>2000 $22,279</td>
</tr>
<tr>
<td>2001 $48,075</td>
<td>2001 $23,171</td>
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<tr>
<td>2002 $49,998</td>
<td>2002 $24,098</td>
</tr>
</tbody>
</table>
3.3 - **Longevity Increment**

Each member of the Town of Geddes Police Department shall receive a longevity increment of $275.00 who has completed five (5) years of continuous service in the Department. Each member shall receive an additional longevity increment of $200.00 who has completed an additional five (5) year period of service for each such period in the Department.

**ARTICLE 4 - UNIFORMS**

4.1 - **Initial Uniforms**

The Town shall provide a full initial issue of uniforms for each new member of the Town of Geddes Police Department at the time of appointment and the extent thereof shall be determined by the Chief of Police, and which shall include:

A. Two (2) summer trousers
B. Two (2) winter trousers
C. Four (4) summer shirts
D. Three (3) winter shirts and 1 turtleneck shirt
E. One (1) necktie
F. One (1) round cap
G. One (1) dress blouse
H. One (1) nylon warm weather jacket
I. One (1) insulated raincoat
J. One (1) pair of boots
K. One (1) gun belt
L. One (1) holster
M. One (1) set of handcuffs with case
N. One (1) 45 rounds ammunition
O. One (1) night stick
P. One service weapon
Q. Soft body armor - tailor fit to the member
R. Pepper spray with case
S. Badge

4.2 - Uniform Replacement

The Town agrees that it shall reimburse any member of the Town of Geddes Police Department for the actual expense incurred by each such member in purchasing or replacing any kind of uniform or equipment, including, but not limited to, leather goods, as required for the performance of his/her duties as a member of the Town of Geddes Police Department if the same is purchased with the approval of the Chief of Police. The purchase of shoes will be the responsibility of the Town and payment will be made through the uniform allowance.

The obligation of the Town hereunder shall not exceed the total sum of $400.00 for each year of the contract for each member of the Police Department and shall be reimbursed only upon submission of sufficient proof that the same was purchased in accordance with this Agreement and the approval of the Chief of Police.

ARTICLE 5 - VACATIONS AND HOLIDAYS

5.1 - Vacations

It is further agreed by the Town that each member of the Town of Geddes Police Department shall be entitled to an annual vacation to be determined as follows:

A. During the first year of service or less, a member of said Department shall receive nine
(9) working days vacation with full pay for 1999, 2000, 2001 and 2002.

B. During the second year of service and continuing through the eighth year of service, a member of said Department shall receive sixteen (16) working days vacation with full pay for 1999, 2000, 2001 and 2002.

C. During the ninth year of service and continuing through the fourteenth year of service, a member of said Department shall receive twenty-two (22) working days vacation with full pay for 1999, 2000, 2001 and 2002.

D. During the fifteenth year of service and continuing thereafter, a member of said Department shall receive twenty-eight (28) working days vacation with full pay for 1999, 2000, 2001 and 2002.

5.2 - Holidays

Each member of the Town of Geddes Police Department shall receive an additional lump sum payment on the first pay day in December, each year, equal to twelve (12) days salary for each member’s respective class. This sum shall be deemed to be compensated for twelve (12) legal holidays whether or not such member shall be required to work on such days, provided, however, that in any year when there are Town elections, (i.e., election of Town Supervisor) each member of the Police Department shall be compensated for thirteen (13) such legal holidays as aforesaid.

The legal holidays for which each member of the Police Department shall be compensated for as aforesaid, shall include New Year’s Day, Martin Luther King Day, Washington’s Birthday, Lincoln’s Birthday, Veteran’s Day, Independence Day, Labor Day, Columbus Day, Good Friday, Memorial Day, Thanksgiving Day, Christmas Day and Town Election Day, in any year such election
takes place.

Each member of the Town of Geddes Police Department shall also be entitled to three (3) personal days off with a minimum of one (1) day notice given to the Chief of Police. A personal day may not be used at the start of or end of a vacation period.

5.3 - Sick Leave

Each member of the Town of Geddes Police Department employed as of January 1, 1993, shall be entitled to 180 days to be applied to work days missed due to illness or injury which is not work related. On January 1, the member’s sick leave will be restored to 180 days.

A member of the Town of Geddes Police Department hired after January 1, 1993, will earn one (1) day per month of employment (credited on the first day of each month) for the first year of employment. Upon completion of the first year of service, the member will continue to receive an additional day for each month of service. Also, the member will receive an additional twenty-five (25) work days to use under this section. The member will be able to accumulate no more than 180 days.

When a member has excessive use of sick leave, the Town may require the member to submit medical evidence of disability as shall be satisfactory to the Town and which shall substantially establish that said illness is of a nature and degree that the same incapacitates the member from his or her regular employment.

5.3A - Non-Use of Yearly Sick Leave

A member who does not take any sick leave during a calendar year of this Agreement, shall be paid $200.00 in January of the year following his or her entitlement.
5.4 - Line of Duty/Performance of Duty Compensation

In accordance with General Municipal Law S207-c, any member of the Police Department who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful remedial treatment, shall be paid the full amount of his/her salary or wages until his/her disability arising therefrom has ceased, and in addition, the Town shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

5.5 - Funeral Leave

When a member of the immediate family or a member of the Town of Geddes Police Department shall die, the Town will, upon request from such employee, grant a leave of absence from the hours the employee is scheduled to work during the first three (3) days following the date of death. The day of death may not be used as one of the three (3) days. If notification of a death defined herein occurs on a day of an employee’s scheduled tour, said employee shall be relieved as soon as reasonably possible and such scheduled tour shall not diminish the leave period granted herein nor the day’s compensation reduced by reason if such tour was incomplete. The Town will pay to the member for the scheduled hours not worked during said three (3) days said member’s straight time rate. The words “immediate family” shall mean spouse, child, son-in-law, daughter-in-law, grandchild, parent, brother, sister, grandparent, step-parent, and step-children of said member and said member’s spouse. No pay allowance shall be granted in a case where said member does not attend the funeral of the deceased relative and proof of death and relationship may also be
required by the Town.

If there is a lapse of time of more than three (3) days between the date of death and the date of the funeral, the leave may be for days other than the first three (3) days next following the date of death, provided it covers regularly scheduled straight time hours between or including the date of death and date of the funeral and not to exceed twenty-four (24) hours straight time at the member’s regular rate.

If because the distance involved, a member cannot attend the funeral of the member of the immediate family as defined herein, he/she will be excused from work with pay for a period of time from his/her working hours necessary to attend one (1) memorial service for the deceased.

In addition thereto, each member of the Town of Geddes Police Department shall be entitled to a one (1) day leave of absence from the hours said employee is scheduled to work for the purposes of attending the funeral of an aunt, uncle or first cousin of said member, or aunt, uncle, niece, nephew, or first cousin of said member’s spouse.

ARTICLE 6 - OVERTIME AND OTHER COMPENSATIONS

6.1 - Additional Pay Allowance

It is further agreed that all members of the Town of Geddes Police Department shall be paid straight time and one-half in cash and not compensatory time for any time worked by each member thereof after the end of said member’s regular shift, or on said member’s regular day off.

Each member of the Department shall receive seventy ($.70) cents per hour for hours over and above what he/she normally would receive if that member is working a shift between the hours of 3:00 p.m. and 7:00 a.m.
Each member of said Department shall be allowed an additional pay allowance for time devoted by said member other than during said member’s regular working hours for Grand Jury or other trial or hearing testimony. Overtime compensation for attendance by any member of the Town of Geddes Police Department at any trial, hearing or for any other court appearance shall be based on straight time and one-half for not less than two (2) actual hours of attendance, even though said member’s appearance at the same may total less than two (2) hours time.

Barring an emergency, no member of the Town of Geddes Police Department is required to work within sixteen (16) hours before his/her scheduled tour of duty on a regular work day. If a member does work within sixteen (16) hours before his/her scheduled tour of duty on a regular work day, no additional pay allowance shall be made unless same has been approved by the Chief of Police and the Town Board.

Any member of said Department who works out of title shall not receive additional compensation commensurate with such title until a period of six (6) weeks has elapsed.

In addition, if a member of said Department fills in for another member of the Department as a result of sickness or whatever reason the member who fills in shall be paid two (2) hours minimum or receive the compensation of ten (10) hours instead of the normal eight (8) hour period.

6.2 - Educational Allowance

The Town shall reimburse the member for the cost of tuition and books advanced by the member for college credit courses taken at a duly accredited college upon evidence presented by the member that he or she has attained the grade of “C” or above. However, in the event a member shall terminate his employment with the Town before completing four (4) years of service, the
member shall reimburse the Town for all of the educational allowances expended by the Town on behalf of said member during the aforesaid period.

Employees shall receive a yearly stipend in recognition of advanced degrees. An employee who completes the requirements of a duly accredited college and receives an Associate’s Degree shall receive a yearly stipend of two hundred and fifty dollars ($250.00). An employee who completes a four year Bachelor’s Degree shall receive a yearly stipend of three hundred and fifty dollars ($350.00). Such stipend shall be paid in a separate check on the first pay day in the month of June of each year of this contract.

ARTICLE 7 - HOSPITALIZATION, MEDICAL AND DENTAL PLAN

7.1 - Town Obligation

The Town shall pay all premiums charged by the group medical and dental insurance carrier providing individual and/or family coverage for members of the Town of Geddes Police Department.

7.2 - Group Plan in Effect

The Town may change the present group medical and dental insurance plan, provided that any new plan hereafter put into effect must offer equal or improved benefits as compared to those prevailing at the time of said change, provided that there shall be no loss of benefits to any member of said plan, by reason of any waiting period or other cause whatsoever.
7.3 - **Retirees**

For the terms of this Agreement, the Town agrees to contribute 100% of the cost for the individual coverage under the group health insurance plan on behalf of an employee who actually retires with 20 years of police service as defined by applicable police service or defined by applicable police and fire pension programs. The member must, however, accumulate ten (10) years of his/her service with the Town of Geddes to obtain health insurance under this section.

7.4 - **Medical Insurance/Co-Pay of Increase of Premium**

Effective January 1, 1999, the Town of Geddes and the members of the bargaining unit shall share on an equal basis any increases in the medical insurance premiums. However, the member’s cost shall not exceed $500.00 over the life of this Contract. The information relative to premium cost shall be furnished to the PBA in a timely fashion. The cost shared by the member shall be paid in the amount of $6.41 per pay period for the contract years 2000, 2001 and 2002.

7.5 - **Health Insurance Co-Pay**

Each member shall contribute $5.00 per pay period toward his/her health insurance premium.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.1 - **Grievance Procedures**

A grievance shall be defined as a claim that the Town violated a provision of this Contract and shall be resolved by use of the following procedure:
and shall be resolved by use of the following procedure:

(1) The grievance shall be first presented in writing by the PBA or a member to the Chief of Police or the Senior Sergeant, and the Chief of Police shall reply to the PBA or member, in writing, within ten (10) working days thereafter.

(2) If no such reply is received, or if such reply is not satisfactory to the PBA or the member, the PBA or member shall present such grievance in writing, together with a copy of the reply from the Chief of Police, if any, to the Town Supervisor. Within ten (10) working days thereafter, the Supervisor shall reply, in writing, to the PBA or the member.

(3) If the grievance remains unresolved and if the grievance involves an alleged violation by the Town of any expressed provision of this Contract, then the PBA may submit the grievance in writing (copy to the Town) to the American Arbitration Association for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties to this Contract. The fees and expenses of the arbitrator shall be shared equally by the Town and the PBA or aggrieved member.

8.2 - Limitation on Arbitration Authority

This arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall said arbitrator have authority to render any decision which conflicts with a law, ruling or regulation binding upon the Town nor to imply any obligation of the Town which is not specifically set forth in this Agreement. Awards may not be retroactive beyond two (2) weeks prior to service of the written grievance upon the Town.
8.3 - **Time Limitations**

If a written copy of the grievance is not served on the Town within two (2) weeks of the act, occurrence or event giving rise to the grievance; or if the grievance is not submitted in writing to the American Arbitration Association as set forth in Section 8.1, Subdivision 3, within sixty (60) days after the date of its presentation in writing as set forth in Section 8.1, Subdivision 1, the grievance shall be deemed waived and there shall be no right to arbitration.

8.4 - **Discharge and Discipline**

(1) **Procedure in Disciplinary Disputes**

In the event of a dispute concerning the discipline or discharge imposed upon a Police Officer covered by this Agreement, the following procedures shall be followed:

**STEP 1** - The Town shall advise an officer in writing that it proposes to commence disciplinary action against him/her. Such notice shall describe the general circumstances for which discipline is sought and optionally the penalty which the Town seeks to impose. Within seven (7) days following service of that notice on the officer, the parties (the Chief of Police, the officer, a PBA representative, and any of their attorney) shall meet to discuss voluntary resolution of the charges. If no voluntary resolution can be made at the meeting described above, then within three (3) days after such meeting, the officer must serve written notice as described in Section 2 if he/she desires to follow Step 2 of this Article. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law shall be followed, and there shall be no right to arbitration under the provisions of this Agreement. If the officer has been suspended without pay, he/she may waive his/her Section 75 rights and demand expedited arbitration. In such
case, within 72 hours the Town shall serve a description of the charges on which it relies for the discipline sought.

**STEP 2** - If the officer has made a timely election in Step 1, the PBA shall file in writing a request for arbitration to a mutually agreed on arbitrator or, if none, to the American Arbitration Association in accordance with its voluntary arbitration rules. Every effort shall be made to hold the arbitration within thirty (30) calendar days of the date of request. The arbitrator shall render his decision within fourteen (14) days following close of the record. The arbitrator may, under appropriate circumstances, issue an interim verbal decision, to be followed by written opinion and award.

(2) **Effect of Election**

To elect the procedures set forth in Step 2 of Section 1, the officer must file a written notice of such election with the Chief of Police within the time limits set forth in Step 1 of Section 8.4, Subdivision 1. Such election must include a written waiver of all rights under Section 75 including limitations as to type or degree of punishment or to any right to reinstatement under Section 75, or otherwise, pending final determination by the arbitrator selected, or to the holding of a hearing within a thirty (30) day period of suspension without pay.

(3) **Departmental Investigation**

It is understood that, notwithstanding an election by the officer to follow the arbitration procedure above, while the Town may investigate the facts surrounding the grievance in any manner it deems appropriate, subject to the terms of this Agreement, the Town’s right to “question an Officer” shall be subject to questioning provisions set forth in Section 75.2 of the Civil Service Law, and this Contract.

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(4) **Conduct of Arbitration Hearing**

In any arbitration hearing held under the provisions of this Article both the Town and the Police Officer involved shall have the right to be represented by counsel and to present witnesses and engage in cross examination of witnesses presented by the other party. The arbitration hearing shall be a de novo proceeding, and a decision shall be made by the arbitration hearing.

The fees of the Arbitrator and the necessary expenses of the arbitration hearing shall be shared equally by the Town and the PBA. Each party shall hear the expense of the preparation and the presentation of its own case.

(5) **Limitations on Arbitrator’s Authority**

The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall he/she have the authority to render a decision which conflicts with a law, ruling or regulations binding upon the Town by a higher authority, nor to imply any obligation on the Town which is not specifically set forth in this Agreement.

(6) **PBA Representative**

An Officer designated by the PBA to represent other PBA members in disputes concerning discipline or discharge will be paid for the time spent in Step 1 meetings if such meetings are held during his/her working hours.

**ARTICLE 9 - PROMOTIONAL LISTS**

To the extent possible under Civil Service Law and Regulations, the Town will provide that all eligibility lists for promotion in the Police Department shall be effective for a term of two (2) years.
ARTICLE 10 - RETIREMENT PLAN

10.1 - Town Obligation

The Town agrees that the Town shall continue all the retirement plans presently in effect for each member of the Town of Geddes Police Department as the same presently apply, and as previously agreed upon between the parties.

The parties further agree that any new member of the Town of Geddes Police Department shall be covered under the twenty-five (25) year plan as described in Section 384 of the Retirement and Social Security Law of the State of New York, or the twenty year (20) plan described in Section 384-d thereof, at the member's option, provided, however, that any new member of the Town of Geddes Police Department who shall have been previously enrolled in a retirement plan other than any plan in effect for the Town of Geddes Police Department at the time said employment commences, shall be continued in such other plan upon his appointment to the Town of Geddes Police Department whenever the same is possible pursuant to the applicable sections of the Retirement and Social Security Law of the State of New York.

10.2 - Limitation in Town Liability

It is understood that the Town's liability under this Article is limited to making the required contributions.

10.3 - Accreditation of Armed Services Time

Each member of the Bargaining Unit, shall be entitled to apply for and receive accreditation of Armed Services Time towards retirement upon fulfilling all requirements of the Retirement and
ARTICLE 11 - WORK SCHEDULE PROVISIONS

Pursuant to Section 971 of the Unconsolidated Laws of the State of New York as applicable to the Town of Geddes Police Department, the same being a Police force of not less than four (4) members, the proper officer, duly designated by the Town to perform the duties of Chief of Police, shall not assign any patrolman to more than one tour of duty, which said tour of duty shall not exceed eight (8) consecutive hours of each consecutive twenty-four (24) hours, nor shall any patrolman be assigned to more than forty (40) hours of duty during any seven (7) consecutive day period, except in an emergency as described in the laws of the State of New York.

The Town shall establish three (3) permanent eight (8) hour shifts together with a roster shift and assignment to each shift shall be on a permanent basis, except in an emergency. Assignment to shifts shall, when possible, be at the request of each Police Officer and shift selection opportunity shall be on a seniority basis. Shift assignment shall not be changed except in an emergency or for good cause upon reasonable notice to the officer whose shift change is contemplated.

The establishment of the aforesaid shifts and the assignments thereto as set forth above shall not be construed to in any manner to deprive the Chief of Police of the exercise of reasonable and necessary discretion to adjust shift assignments in the best interest of the efficient completion of the duties and obligations of the Police Department.

It is hereby agreed that the work schedule will be comprised of a 4-2 week period as set forth in a schedule annexed hereto and made a part hereof entitled Exhibit “A”.
ARTICLE 12 - RIGHTS OF EMPLOYEES

12.1 - Status as Public Officer

Members of the force hold a unique status as Public Officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

12.2 - Performance of Duties

The security of the community depends to a great extent on the manner in which Police Officers perform their duty. Their employment is thus in the nature of a public trust.

12.3 - Conduct of Investigations

The wide ranging powers and duties given to the 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 the members of the force. These questions may require investigation by superior officers designated by the Town. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

(1) The interrogation of a member of the force shall be at a reasonable hour, preferable when the member of the Force is on duty, unless the circumstances of the investigation dictate otherwise. If any time is lost, the member of the force shall be given compensatory time.

(2) The interrogation shall take place at a location designated by the Chief of Police; ordinarily at Police Headquarters or a location having reasonable relationship to the incident
alleged.

(3) The member of the Force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he/she should be informed at the initial contact.

(4) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(5) All members of the Force shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their Constitutional, Legal or Contractual Rights.

(6) The member shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein 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.

(7) In all cases wherein a member is to be interrogated concerning an alleged violation of the Rules and Regulations of the Department which, if proven, may result in his/her dismissal from the service or the infliction of other disciplinary punishment upon him/her, he/she be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative of the PBA before being interrogated. An attorney of his/her choosing and/or a representative of the PBA may be present during the interrogation, but may not
participate in the interrogation except to counsel the member. Member shall be given written notice of their right to council, pursuant to the requirements of the Civil Service Law, and this Contract.

(8) Requests for the recording of questioning in administrative investigation shall be denied unless sufficient reasons are advanced.

(9) The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no “off-the-record” questions. All recesses called during the questions shall be noted in the record.

(10) If a member of the force is under arrest or is likely to be or he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her Rights pursuant to the current decisions of the United States Supreme Court.

(11) Under the circumstances described in paragraph 7, the member shall be given an exact copy of any written statement he/she may have executed, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript if requested by him/her.

(12) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

(13) No member shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such test may be given if requested by the member.

(14) No member shall be ordered or asked to submit to a blood test, a Breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law. Such test may be given if requested by the member.
12.4 - **Personnel File Review**

Each employee has a right to review his/her personnel file. The review may be done with the Chief of Police at a mutually agreeable time. The employee may also have an attorney, PBA attorney or PBA member present.

**ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.1 - **Miscellaneous Provisions**

A. Each member of the Town of Geddes Police Department will be allowed to attend in-service training schools, as they occur, to increase the professionalism of the said Department, subject to the approval of the Chief of Police, and in keeping with this purpose, each member of the Town of Geddes Police Department shall be required to attend not less than forty (40) hours of such training in every two (2) year period.

B. Each member of the Town of Geddes Police Department will receive time and one-half for any number of hours spent while receiving in-service training above and beyond his/her normally scheduled tour of duty. This would include firearms instructions, seminars, or any other schools which would be beneficial to the Department.

C. In the event that a member is required to attend a training program, he/she shall be paid twenty-three (23) cents a mile between his/her home or headquarters and the training site, whichever is less, unless a town vehicle is available for said purpose. Upon proper receipt to the Chief of Police, a meal allowance of $6.00 for lunch shall be provided.

D. Each member of the Town of Geddes Police Department may receive up to $100.00 reimbursement for damages to false teeth, and other personal items such as watches, glasses or items
necessary to perform their job function which occurs during the performance of their course of employment. This amount would only be paid if no insurance policy is applicable.

E. Labor Management Committee: The Labor Management committee shall be formed and comprised of those members of the Town Board of the Town of Geddes who are specifically assigned to the Police Committee, the President of the PBA, the PBA attorney and one PBA member. The Labor Management Committee will be convened by the Police Committee and will strive to meet four (4) times a year to discuss labor management concerns.

F. The parties shall not be bound by any obligation or requirement which is not specifically set forth in this Contract or in some other written agreement signed by the parties during the life of this Contract. This Contract is intended to cover all matters affecting salary, wages, hours and all other terms and conditions of employment and during the life of this Contract neither the Town nor the PBA and Police will be required to negotiate any further matters affecting these or any other subjects whether or not specifically mentioned herein or ever contemplated by the parties.

G. If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all provisions shall continue in full force and effect.

13.2 - Physical Examination

The Town agrees to provide an annual physical examination for members of the unit to be performed by a licensed physician chosen by the employee. The member is not required to waive the patient/physician confidential relationship.
ARTICLE 14 - MANAGEMENT PEROGATIVES

14.1 - Direction and Management

Except where expressly limited by a specific provision of this Contract, the Town and/or its Police Committee acting through its designated representatives shall have the sole and exclusive right to direct and manage the Department of Police, including but not limited to the following rights: to determine the size, composition and organization of the Department and any subunits therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and schedule, to determine what work is to be performed by the Department, its place of performance and who is to perform it; to determine the assignments and job duties; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all Department operations are to be conducted; to determine practices and procedures for efficient, disciplined and orderly operations of the Department; and from time to time change any or all of the above determinations.

ARTICLE 15 - TEMPORARY ASSIGNMENTS

In the discretion of the Chief of Police, a member may be assigned on a temporary basis, pursuant to the following terms and conditions, not to exceed 18 months from the date of appointment.

A. The position will have a work schedule of five weekdays on duty with Saturday and Sunday as pass days. The Chief of Police will have the discretion to modify the work schedule occasionally to best satisfy the needs of the Department, but the schedule should remain as
consistent as possible.

**B.** The officer assigned will select his/her vacation with the patrol class, but patrol will be eligible to select the officer’s vacation days by seniority consistent with patrol coverage. The patrol class shall be able to utilize the officer’s vacation days as long as the officer is under special assignment. The patrol class will be notified by the twentieth of the month, of the vacation’s approval for the next month.

**C.** The officer will receive the same number of pass days as the patrol class and will receive the days off for the extra days worked during his/her five and two work cycle as accrued days to be taken in the same manner as vacation days.

**D.** The officer will receive overtime pay for any time worked over forty hours in a five-day period.

**E.** The officer will receive four hundred dollars ($400.00) in payment at the beginning of his/her appointment to be used to supply appropriate business attire.

**F.** The patrol class is eligible to bid on the officer’s previously held patrol shift with the understanding that when the officer returns to the patrol class, he/she will be able to return to his/her previously held patrol shift without penalty.

**G.** The officer’s work hours will be determined by the Chief of Police, but should remain as consistent as possible.

**H.** The officer will adhere to all other areas of this Agreement between the Town of Geddes and the Geddes PBA.
IN WITNESS WHEREOF, the PBA and the Town by their duly authorized representatives, have executed this Agreement in Geddes, New York.

TOWN OF GEDDES

Supervisor Vincent Palerino

DATED: 1/12/2000

TOWN OF GEDDES POLICE
BENEVOLENT ASSOCIATION

President Daniel Salvagno

DATED: 01-06-99
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The above schedule represents a four day on two day off work cycle. The requirements are eleven officers working the cycle (minimum).