Contract

Police Association of the Town of Harrison, New York

and

Town of Harrison, New York

2001 - 2002 - 2003
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This Agreement made as of this 20 day of March 2002, by and between the POLICE ASSOCIATION OF THE TOWN OF HARRISON, STATE OF NEW YORK, hereinafter called the "ASSOCIATION" or "PATH", and the TOWN OF HARRISON, STATE OF NEW YORK, hereinafter called the "TOWN".

WITNESSETH

WHEREAS, the members of the Association are employed by the Town as Officers and Patrol-men/women, in the Police Department of the Town; and,

Whereas, the parties hereto desire to cooperate to stabilize labor relations by establishing standards of wages, hours of service and other conditions of employment, and providing arbitration machinery whereby disputes, and grievances between the Association and the Town may be adjusted without resort to strikes, lockouts or other interferences with the smooth operation of the Police Department of the Town.

Whereas, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employee's Fair Employment Act of 1967, and the Civil Service Laws.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the Town and the Association acting through their duly authorized representatives, hereby agree as follows:
ARTICLE I

GOVERNING LAW

The law governing this contract shall be the Public Employee’s Fair Employment Act, and such provisions of the Civil Service Law and Local Law of the Town of Harrison, State of New York, which are not inconsistent with the said act and Civil Service Law.

ARTICLE II

RECOGNITION

1. The Town recognizes the Association as the sole and exclusive representative for all Police Officers employed by the town, below the rank of Chief of Police, hereinafter referred to as “Members” or “Police Officers.”

2. The Town shall deduct from the wages of Police Officers and remit to the Association regular membership dues for those members of the Association who have signed authorizations permitting such payroll deductions. The Association shall hold the Town harmless from any claims or liabilities resulting from the town’s compliance with this provision.

3. The Town agrees that the Association shall be the sole and exclusive representative for all bargaining and grievances.
ARTICLE III

MANAGEMENT RIGHTS

The Town retains its rights, subject to the terms of this agreement:

1. To manage, direct and control the Police Department and the activities of its employees and to manage, direct and control its properties, facilities and equipment in economical and efficient fashion.

2. Subject to provisions of law, to hire, promote, transfer or lay off employees, and to determine qualifications and conditions for their continued employment or assignment.

3. Subject to provision of law, to establish rules of conduct for its employees and to discharge or discipline employees for just cause.

ARTICLE IV

COMPENSATION

SALARY

1. Each Police Officer of the HARRISON POLICE DEPARTMENT covered by the Collective Bargaining Agreement, shall receive the following increases in base salary:

   a. Each Police Officer will receive, for 2001, an increase of three and one-half (3.5%) percent over the base salary in effect on December 31, 2000.
b. Each Police Officer shall receive, for 2002, an increase of three and one-half (3.5%) percent over the base salary in effect December 31, 2001.

c. Each Police Officer shall receive, for 2003, an increase of three and one-half (3.5%) percent over the base salary in effect December 31, 2002.

2. As per the Collective Bargaining Agreement, agreed to on December 6, 1989 by the Association and the Town, a fifth pay step was added to the salary schedule. This five step salary schedule shall not apply to Police Officers hired by the Town prior to May 1, 1989. As to those Police Officers hired prior to May 1, 1989, the salary schedule contained in the contract dated November 14, 1987 (with the raises added thereto) will apply. All Police Officers hired after April 30, 1989 have been placed into this fifth grade schedule.

3. Salary schedules for the 2001/2002/2003 Contract years are as follows and will be found on pages 5, 6, 7.
Effective January 1, 2001, Members of the Association shall receive a three and one-half (3.5%) percent increase in base salary which was in effect on December 31, 2000.

The salary schedules for 2001 are as follows:

- Police Officer First Grade: $66,372
- Police Officer Second Grade: $58,356
- Police Officer Third Grade: $51,872
- Police Officer Fourth Grade: $45,388
- Police Officer Fifth Grade: $38,903
- Police Detective (P.O. 1st Grade, + 7%): $71,018
- Police Sergeant (P.O. 1st Grade, + 15%): $76,328
- Police Lieutenant (P.O. 1st Grade, + 29%): $85,620
- Detective Lieutenant (P.O. 1st Grade, + 32%): $87,611
- Police Captain (P.O. 1st Grade, + 52%): $100,885
Effective January 1, 2002, Members of the Association shall receive a three and one-half (3.5%) percent increase in base salary which was in effect on December 31, 2001. The salary schedules for 2002 are as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer First Grade</td>
<td>$68,695</td>
</tr>
<tr>
<td>Police Officer Second Grade</td>
<td>$60,398</td>
</tr>
<tr>
<td>Police Officer Third Grade</td>
<td>$53,688</td>
</tr>
<tr>
<td>Police Officer Fourth Grade</td>
<td>$46,977</td>
</tr>
<tr>
<td>Police Officer Fifth Grade</td>
<td>$40,265</td>
</tr>
<tr>
<td>Police Detective (P.O. 1st Grade, + 7%)</td>
<td>$73,504</td>
</tr>
<tr>
<td>Police Sergeant (P.O. 1st Grade, + 15%)</td>
<td>$78,999</td>
</tr>
<tr>
<td>Police Lieutenant (P.O. 1st Grade, + 29%)</td>
<td>$88,617</td>
</tr>
<tr>
<td>Detective Lieutenant (P.O. 1st Grade, + 32%)</td>
<td>$90,677</td>
</tr>
<tr>
<td>Police Captain (P.O. 1st Grade, + 52%)</td>
<td>$104,416</td>
</tr>
</tbody>
</table>
Effective January 1, 2003, Members of the Association shall receive a three and one-half (3.5%) percent increase in base salary which was in effect on December 31, 2002.

The salary schedules for 2003 are as follows:

- Police Officer First Grade: $71,099
- Police Officer Second Grade: $62,512
- Police Officer Third Grade: $55,567
- Police Officer Fourth Grade: $48,621
- Police Officer Fifth Grade: $41,674
- Police Lieutenant (P.O. 1st Grade, + 29%): $91,718
- Detective Lieutenant (P.O. 1st Grade, + 32%): $93,851
- Police Captain (P.O. 1st Grade, + 52%): $108,070
Longevity

The Longevity schedule is as follows:

5th Year.......$1425
10th Year.......$2425
15th Year.......$3675

Longevity shall be paid in a lump sum in the first pay period of December of each year, by separate check.

Uniforms

1. All members of the Association will be supplied with Police Department shoulder patches and rain boots subject to wear. The Town shall commence a uniform allowance system based on vouchers, i.e. reimbursement, and each uniformed member shall be allotted vouchers for purchase of approved uniform items including but not limited to, boots, flashlights, shoes, etc. No Firearms can be purchased under voucher system.

Vouchers will be allotted as follows:

January 1st of each year - $750.00

A. Any member assigned to a specialized unit will be allotted an extra $200.00 per year.

2. New Hires - Effective January 1, 1995, the Town agrees to provide new members of the Association, in lieu of vouchers, with adequate uniforms for their first year of service. After the first year of service, new members will be provided uniform vouchers for the balance of the calendar year on a pro-rated basis, i.e. one-twelfth
of the annual amount set forth in paragraph 1 times the number of full months remaining in the calendar year.

3. Retirement - Return of Clothing Issued - At retirement or separation of service, each member must turn in the following items:

2 long sleeve shirts
2 short sleeve shirts
2 pair of pants
1 outer jacket
1 blouse
1 raincoat
1 pair of rubber boots

Detectives Clothing Allowance

Detectives shall be paid the following annual clothing and cleaning allowance:

January 1st of each year - $1,400.00

Cleaning Allowance

The Town agrees at its expense that, commencing June 1, 1977, there will be a schedule for dry cleaning of uniforms, as follows:

Pants/Trousers/Shirts......Once a week

Jackets..........................Every other week during an approximate four (4) month period.
Coats....................................Every other week during an approximate six (6) month period.

Cleaning Allowance Cap - the maximum expense to the Town for cleaning allowance shall be $6,000.00 per year.

Protective Vests

A. All members whose vest is five (5) years or older shall have a $400.00 voucher issued no later than ninety (90) days from the effective date of contract (January 1, 1998) to purchase or replace a Protective Vest of their choice which must be worn or carried while on duty.

B. Also, once a members vest reaches five (5) years old (members not included in Section A), that member shall be issued a $400.00 voucher to purchase or replace a Protective Vest of their choice which must be worn or carried while on duty.

C. In addition, all members shall be entitled to a $400.00 voucher every five (5) years from the date their original voucher was issued.

Police K9 Unit

Members who are K9 handlers will receive a stipend for the maintenance and care of their dogs equivalent to two (2.0%) percent above the Police Officer 1st Grade pay in effect for that year. Effective January 1, 2002 this stipend shall increase to three (3.0%) percent. Members will receive said stipend in the form of a separate check issued within the first pay period in January of each year.

Arms

The Town will outfit all Officers with semiautomatic pistols. All officers hired after April 30, 1989 shall at their own expense buy new "holsters".
Article V

Work Day and Work Week

1. Currently there is a 12 Midnight to 8:00 a.m. Tour which is staffed by a steady contingent of Members. Because of this "Steady Midnight" Tour the remaining Members rotate their schedules between the 8:00 a.m. to 4:00 p.m. Tour and the 4:00 p.m. to 12 Midnight Tour.

2. Each 12 Midnight to 8:00 a.m. Tour lasts for four (4) consecutive days with the Members being entitled to sixty four (64) hours off between tours. Each 8:00 a.m. to 4:00 p.m. Tour and each 4:00 p.m. to 12 Midnight Tour lasts for five (5) consecutive days with the Members being entitled to an average of seventy two (72) hours off before their next Tour.

3. If the Town discontinues the "Steady Midnight" Tour, the Members will return to a rotating three shift format of an 8:00 a.m. to 4:00 p.m. Tour, a 4:00 p.m. to 12 Midnight Tour and a 12 Midnight to 8:00 a.m. tour. Each of these "Tours" would last for five (5) consecutive days with the Members being entitled to seventy two (72) hours off before their next tour.

4. The Town agrees that all work schedules that are currently in effect at the time the 1998 - 1999 - 2000 contract was signed will remain in effect for the life of the agreement, unless a change is mutually agreed upon by both parties.

Overtime

1. Members shall be entitled to compensatory time off at the rate of one and one half (1 1/2) hours for each hour of off duty time worked.

2. Effective July 1, 1980, overtime worked thereafter shall be compensated at time and one and one half (1 1/2) in cash or at time and one and one half (1 1/2) in compensatory time, at the Members option.
3. Effective January 1, 1987 Members of the Association may accrue more than forty (40) hours of overtime during the year. Under no circumstances shall any Member be allowed to carry more than forty (40) hours of overtime forward to the next year. Prior to January first of each year, Members who have accumulated more than forty (40) hours of overtime during the preceding year shall either be given compensatory time off or be paid for as many hours as are necessary in order to reduce the overtime hours carried to forty (40), or less at the Members discretion.

Minimum Call In

1. A Member who is called in to duty after the Members normal tour of duty shall be entitled to a minimum of three (3) hours pay. Members shall receive payment for a minimum of three (3) hours at the Members normal rate of pay or at time and one half (1 1/2) of the Members normal rate of pay for time required and actually present, whichever amount is greater.

Examples

A. One (1) hour or less actually present = 3 hrs pay at normal rate.

B. Up to two (2) hours actually present = 3 hrs pay at normal rate.

C. More than two (2) hours actually present = time and one half the time actually Present.

Emergency Duty

Since all Members of this Association are on an annual salary schedule, when off-duty Police Officer is obliged during a time of emergency to report to other areas for police duty, in addition to the regular pay which the Members receive, they will receive the pay scale of that particular city, town or village which is forwarded to the Town of Harrison. This does not increase the cost of the Town of Harrison for maintenance of its Police Department other than forwarding the additional salary which the Town of Harrison received from the other communities.
Court

Members shall be entitled to compensatory time off at the rate of one and one half (1 1/2) hours for each hour of duty time spent in court.

Standby Duty

If at any time a Member is to be placed on standby duty (exclusive of Court Time) at his/her residence or any similar place designated by said Member, where he/she must be readily available for duty, he/she shall be paid at the rate of his/her normal hourly rate for each hour he/she is required to be on standby duty.

President’s Tour

The President of the Association shall at his option, be assigned to a steady day time tour of duty.

Jury Duty

The parties agree that unit members have the right and civic responsibility to serve on juries, which right and responsibility shall be scrupulously respected. If a member receives a summons to serve, he she shall immediately notify the Police Chief or his designee. If the member is scheduled to work any tour of duty on a day the member is required to appear for jury duty, the member shall not be required to report for his/her regularly scheduled tour but shall be reassigned to the 8 a.m.-4 p.m. day tour and shall report for jury duty as required. The unit member shall be released with pay and without charge to any other paid leave accrual. If the member is released from jury duty before 1 p.m., the member shall report back to police headquarters and shall be required to complete the remainder of the day tour. All fees paid to the unit member for such jury duty shall be endorsed over to the Town except for amounts paid for unreimbursed travel and meal expenses. The foregoing provisions shall apply solely to the day(s) when the unit member is regularly scheduled to work.
Article VI

Sick Leave and Vacations

1. Sick Leave:
   a. In addition to all other time off, each Member of the Association shall be entitled to unlimited sick leave in accordance with present procedure.

   b. Sick leave shall be used only for time a Member is unable to work when illness prevents the Member from performing job duties. Use of sick leave for improper purpose shall be grounds for disciplining of the offending Member.

2. Vacations:

   Every Member of the Association shall receive each year the following schedule of vacation days with full pay:

   a. During 1st year.......... Ten (10) Working Days

   b. During 2nd year........ Fifteen (15) Working Days

   c. During 3rd year........ Twenty (20) Working Days

   d. Commencing 4th year.. Twenty Five (25) Working Days

3. Actual working days only shall count as part of the allowed vacation and regular days off and holidays off and holidays falling during the vacation period are not to be counted. Members shall not be required to accept money instead of vacation. Choice of vacation periods shall be according to seniority, so far as compatible with the operation of the Police Department.

4. Effective December 31, 1980, vacations in the year of retirement shall be counted and credited only on a pro-rated basis for the time actually worked. Beginning with the fifth (5) year, it shall be accrued on the basis of two (2) days for each month worked plus a bonus of an extra day.

Article VII

Holidays

1. Effective January 1, 1987, every Member of the Association shall receive each year fourteen (14) holidays with compensatory time off. Members shall receive
compensatory time off if required to work such holiday. If any such holiday falls on a Sunday and is generally observed in the Town of Harrison on the following Monday, said Monday shall be deemed to be the holiday for the purpose of this agreement. Any Member whose regular day off falls on a holiday shall receive compensatory time off.

2. These holidays may be taken as compensatory time off or paid in cash (if cash, payable by separate check in the first pay period in December of that year). Of days not taken as compensatory days, no more than five (5) holidays may be carried over to the following year as nine (9) must be paid in cash. Of the fourteen (14) up to three (3) may be converted to days off with pay ("Special Leave Days"), provided at least ten (10) days advance notice is given. If such a day is selected and not taken, it is counted as one of those days.

The fourteen holidays covered by the contract are as follows:

<table>
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<tr>
<th>New years Day</th>
<th>Columbus Day</th>
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<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Election Day</td>
</tr>
<tr>
<td>Lincoln's Birthday</td>
<td>Veterans Day</td>
</tr>
<tr>
<td>Washington's Birthday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>½ day Christmas Eve</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>½ day New Years Eve</td>
</tr>
<tr>
<td>Labor Day</td>
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</tbody>
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3. In the event that the Town of Harrison reaches an agreement with any other employee group of the Town in excess of fourteen (14) holidays, then in that event, the fourteen (14) holidays shall be increased to an equal number as that granted to any other employees of the Town during the term of this agreement.

4. No Member of the Association shall lose a holiday that is due because of lapse of time. All holidays not taken at the end of each calendar year shall be accrued and carried over to future years as an additional holiday owed.
Article VIII

Retirement

The Town shall continue at its sole cost and expense to contribute to the New York State Policemen's & Firemen's Retirement System, on behalf of each member of the Retirement System who is a member of the Police Department of the Town of Harrison on the basis of retirement upon completion of twenty (20) years of service as an employee of such department, and shall continue to assume all of the additional cost on account of service as an employee of such department only as provided by law.

Article IX

Benefit Plans

The Town shall at its own cost and expense continue in full force and effect the present existing pension, medical and dental benefit plan for all Members of the Police Department.

Health Insurance

1. The Town reserves the right to change the health insurance carrier or pursue a plan of self-insurance, upon the condition that the benefits being offered by the new insurance carrier and/or plan of self insurance, shall be equal to or better than the benefits provided under the preceding contract (Empire Plan) in effect during the calendar year 1988. The Town will submit to the Association, ninety (90) days prior to any contemplated change, a complete list of benefits offered by the new health insurance carrier or plan of self insurance.

2. In the event that the Association determines that the benefits being offered by the new insurance carrier or plan of self insurance are not equal to, or better than the benefits now being provided, the Association may demand arbitration of the issue within ninety (90) days after receiving said offer.
3. It is understood that all medical benefits shall continue to be provided for all Association members, including retirees, their spouses and eligible children. This benefit for spouses and eligible children shall continue for a maximum of six (6) years after the date of death of the member, or earlier, upon either (1) the death of the surviving spouse or (2) coverage of surviving spouse under a comparable health insurance plan or policy other than that provided here. With respect to eligible children, such coverage shall terminate no later than the eligible children reaching 21 years of age.

4. With respect to the change made by the Town on December 31, 1988, from the Empire plan to the MEBCO Plan, the ninety (90) day period contained in paragraph (B) shall commence to run from the date the memorandum of agreement was signed.

5. Any Member of the Association covered by this agreement, who is covered by health insurance through a spouse, parent or other person; can at the Members option, withdraw from the medical plan. If that election is made, he/she will be entitled to receive from the Town an amount equal to twenty five (25%) percent of the premium which the Town would be obligated to pay for each year in which the Member is not covered by the Town's plan. If the Member wishes to rejoin the Town's medical plan, he/she may do so at any time subject to the waiting period and rules imposed by the insurer. Prior to returning to the Town's plan, the Member must rebate to the Town a pro-rated portion of the premium, e.g., Officer Kumquat withdraws from the plan on 1/1/89 and receives $1,000.00 from the Town, representing twenty five (25%) percent of the premium which the Town would have paid that year for health insurance covering Officer Kumquat and his family. Officer Kumquat rejoins the plan on 7/1/89. Officer Kumquat must repay to the Town the sum of $500, i.e. 6 months/12 months x $1,000.00.

6. Notwithstanding anything contained in the previous contract, effective January 1, 1995, no Police Officer shall be required to make any contributions on account of his/her health insurance, all of which shall be provided solely at the cost and expense of the Town of Harrison.

7. Effective January 1, 2002, all unit members shall be covered for all purposes under Schedule II of the Town's self-insured health insurance plan in effect on December 20, 2001. The schedule of benefits is attached to this Agreement as Appendix A.
Eyeglass and Frame Plan

All members, their spouses and eligible children will each be entitled to a $150.00 voucher, per calendar year, toward the purchase of prescription lenses and eyeglass frames.

Article X

Life Insurance

The Town shall provide life insurance to all employees of the Harrison Police Department covered by the terms of the collective bargaining agreement in the amount of thirty thousand ($30,000) dollars.

Article XI

Welfare Plan

In 1982, the welfare fund theretofore existing was abolished. In its place, all Members shall continue to be covered by the Town's dental plan, and by the Town's life insurance coverage, fully paid for by the Town, at least at the level existing at the time of the execution of this contract.

Article XII

Continuing Education Program

The Association and the Town recognize that the furtherance of police service to the public is enhanced by the training and education of Police Officers, and to that end the following policy for paying certain costs relating to such education and training is agreed upon.

1. All Police Officers are eligible to apply for this benefit and will be encouraged by the Association to do so.
2. All Police Officers shall be permitted to enroll in approved courses in Police Science, Criminal Justice, its curriculum (to include, but not limited to all courses and fees associated in obtaining the Associate, Bachelor, or Graduate degree), and in regularly recognized police education courses. Notice of such enrollment with the name and number of courses, and the school enrolled at, shall be filed with the Police Chief, subject to prior Town Board approval.

3. The Town's obligation under this section shall be as follows:

   a. Members duly enrolled in said courses (as outlined in paragraph 2) and education shall attend such courses and perform all study work relating thereto in off-duty time.

   b. The Town shall pay the tuition costs of said courses (as outlined in paragraph 2) and education courses on behalf of each student as required by the institution, with a maximum of two (2) courses per semester.

   c. The Town shall pay for all required instructional materials title of which shall vest in the Town of Harrison for the Town of Harrison Library use, provided, however, that the Police Chief may lend the required course materials owned by the Town to duly enrolled officers in lieu of purchasing new materials. All benefits enumerated heretofore shall be paid subject to the successful completion of said course (defined as a passing grade).

   d. All Officers shall be required to apply for "LEAP" funds as a condition of receiving Town funds, and the Town's payment shall be reduced by "LEAP" funds received.

   e. In addition to all benefits previously mentioned in this article, members of the unit hired on or before December 20, 2001 will be entitled to attend any course of study at Manhattanville College pursuant to obtaining any Associate, Bachelor, or Graduate level degree at no cost to the member.

   The Town shall pay all associated costs for enrollment (to
include, but not limited to all courses and fees) at Manhattanville College.

Article XIII

Reciprocal Rights

1. The Town recognizes the right of Police Officers to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit with them to discuss these matters during working hours.

2. The Association shall have the right to post notices and communications on the bulletin boards in Police Headquarters, maintained on the premises and facilities of the employer. The Officers and agents of the Association shall have the right to visit the Supervisor or Town Board for the purpose of adjusting grievances and administering the terms and conditions of this contract.

3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Town and the Police Officers and the uninterrupted operation of the Police Department. Such employees shall not exceed three representatives and shall be known as the Executive Board of the Police Association.

4. Employees who are designated to represent the Police Officers may attend conventions and meetings of the Police Conference of New York, Inc., Affiliated Police Associations of Westchester County, Inc., and National Association of Police Organizations, Inc pursuant to their obligations as officers and delegates of the bargaining unit herein, and shall be permitted a reasonable amount of time free from their regular duties.
5. The Town agrees not to engage in lockouts, the Association agrees not to engage in strikes or picketing.

Article XIV

Disputes and Grievances

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

1. Such dispute by a Police Officer or Police Officers shall be presented to their Association Representative who will submit such grievance in writing to the Chief of Police for the purpose of resolving such dispute.

2. In the event such dispute is not satisfactory resolved or adjusted between the Association and the Chief of Police, then the Association may present the same to the Town Board or its designee for settlement.

3. The Town Board or its designee will have ten (10) days from the date on which its hearing on the grievance is closed in which to render a decision. This grievance procedure in no way precludes the Association and/or the Town of Harrison from exercising any other right that they may have pursuant to law.

4. In the event that any dispute is not disposed of, it shall be referred by either party to arbitration before an impartial arbitrator.

5. Both parties agree to share equally the cost of arbitration.

6. Any Police Officer who wishes to file a written grievance must file same within a time period up to and including forty five (45) days from the date the aggrieved party
either learned of the problem or, with reasonable diligence should have learned of the problem. Grievances not timely filed will be deemed abandoned.

Article XV

Discrimination

Neither the Town nor any of its agents, representatives or employees shall discriminate against, coerce, or influence in any manner any Member of the Association solely because of membership or activities in the Association or by reason of being an officer of the Association.

Article XVI

Open Negotiations

1. Permissive State Legislation: Any permissive State Legislation beneficial to the Association and applicable to this contract arising prior to January 1, 1977, may be negotiated by the parties to this agreement during the term of this agreement. This clause does not in any way obligate the Town or the Association to adopt such legislation.

2. Parity: The parties recognize the need for continuing parity among the Police Department ranks. Parity is defined as the percentage difference between the salary of the First Grade Patrolman and each higher and lower rank. Effective January 1, 1998, rank differentials shall be as follows:
Detective ............... 7% ... Greater than P.O. 1st Grade
Sergeant ............... 15% ... Greater than P.O. 1st Grade
Lieutenant ............. 29% ... Greater than P.O. 1st Grade
Det. Lieutenant ... 32% ... Greater than P.O. 1st Grade
Captain .................. 52% ... Greater than P.O. 1st Grade

Article XVII

Police Vehicles

1. Commencing with the ordering of its 1976 automobiles, the Town will make every effort to equip said vehicles with factory installed air conditioning units, generally utilized in passenger vehicles subject to availability of equipment, energy constraints, and budgeting limitations.

2. No Member of the Harrison Police Department shall be required to perform any mechanical work on Department vehicles provided another Town or Village of Harrison employee working as a mechanic is otherwise available and utilization of said individual does not place the Town or Village of Harrison in a position of violating or breaching any provision of any other collective bargaining agreement it might have with any other labor organization.

Article XVIII

Switching of Tours

Members of the Association shall be entitled to switch their tours of duty provided they have given the Chief at least forty eight (48) hours advanced notice of (1) the fact that a switch of tour of duty is going to be made, (2) the individuals involved in the switching of tours of duty, and (3) which tours of duty will then be filled by which employees.
The Chief may deny a proposed switch that will have a negative operational impact, such as making unavailable personnel with a special certification that precludes an actually scheduled assignment or making unavailable an employee actually scheduled for training. Such denials shall be in writing and shall state specifically the negative operational impact that the denied switch would have imposed. Denials shall be subject to the grievance procedure.

Article XIX

Joint Committee

A joint Town-P.B.A. Committee shall be established for the purpose of discussing incentives to induce retirement of Department Personnel. Said Committee shall be composed of not more than three (3) members of each party and shall meet by mutual agreement. Said Committee shall have no authority to resolve any issue but shall merely be authorized to discuss the issue of retirement incentives. Moreover, each party's Committee member should report back to their respective party with respect to the particulars of said discussion. It is specifically understood and contemplated that this joint Town-P.B.A. Committee shall have no authority to resolve, agree to, or otherwise implement any of said proposals. The sole purpose of the establishment of said committee is to give advanced discussion to the issue of retirement incentives which were raised in 1984.

Substance Abuse Committee

A joint Town-P.B.A Committee has been established for the purpose of undertaking a dialogue with an eye toward resolving the drug testing issue and if agreeable, ultimately recommending a drug testing program to the parties. Said Committee shall meet by mutual agreement and said committee shall have no authority to resolve this issue and shall merely be authorized to discuss this issue as parties so desire. It is specifically understood and contemplated that this Joint Committee shall have no authority to resolve, agree to, or otherwise implement regarding this issue.
Article XX

Term of Agreement

The term of the agreement shall be for a period of three (3) years commencing on January 1, 2001, and concluding on December 31, 2003.

Article XXI

Separability

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by a decision of any authorized government agency, such invalidation of such part or portion of this agreement, shall not invalidate the remaining portions of this agreement 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 an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

Article XXII

Hand Guns

Members of the Association shall not be required to carry a hand gun while off duty and not in uniform.
Article XXIII

Firearms Training

Effective January 1, 1987, a minimum of eight (8) hours per annum shall be scheduled for the training and qualifications of police officers in the use of their official and personal firearms.

Article XXIV

Personal Leave Days

Members of the Association shall be entitled to three (3) Personal Leave Days, in addition to Special Leave Days. Effective January 1, 2002 each member shall be entitled to four (4) Personal Leave Days, in addition to Special Leave Days. Except in urgent situations, ten (10) days notice shall be given of an intent to utilize a Personal Leave Day.

Article XXV

Loss of Holiday/Vacation Time Due to Job Related Injury/Illness

Effective January 1, 1986:

1. Job Related Injury: If an Officer is injured while on duty or performing law enforcement duties while off duty and such injury shall cause that officer to be absent from work, that Officer shall not be subject to loss of vacation time or holiday time. Under no circumstances shall an officer be paid for more than fifty two (52) weeks in a calendar year.

2. Non-Job Related Injury: If an Officer is absent from work due to illness that is non-job related he/she shall lose vacation and holiday time in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Days Out</th>
<th>Vacation Days Lost</th>
<th>Holidays Lost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-29</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>30-59</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>60-89</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>90-119</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>120-149</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>150-179</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>180-209</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>210-239</td>
<td>14</td>
<td>7</td>
</tr>
<tr>
<td>240-269</td>
<td>16</td>
<td>8</td>
</tr>
<tr>
<td>270-299</td>
<td>18</td>
<td>9</td>
</tr>
<tr>
<td>300-329</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>330-359</td>
<td>22</td>
<td>11</td>
</tr>
<tr>
<td>359-365</td>
<td>25</td>
<td>14</td>
</tr>
</tbody>
</table>

**Article XXVI**

**Death Leave**

1. The Town shall grant up to four (4) calendar days of death leave as the result of the death of any Member of any employee's immediate family. For the purpose of this agreement, immediate family shall include spouse, mother, father, sister, brother, child, father-in-law, mother-in-law, grandparents and grandchildren. Entitlement to death leave under this agreement shall be limited to the four (4) calendar days immediately following the death of the family member. An employee on death leave shall be paid only for each of such days of death leave as was the employee's regularly scheduled work day. In the event any or all such days of death leave fall on a day which is not a regularly scheduled work day (such as a regularly scheduled day off or a vacation day) no death leave pay shall be granted for each of such days.

2. Death leave as the result of the death of any member of an employee's family other than those family members set forth in the first paragraph above may be granted by the Town at its sole discretion. Duration of any death leave granted by the Town under this paragraph shall be at the Town's discretion. In addition, the granting of death leave under this paragraph to one or more employees shall not act as a practice or a precedent with respect to the granting of death leave under this paragraph to any other employee or employees.
3. Effective January 1, 2001, members shall be entitled to one (1) day of death leave as the result of the death of a member's sister-in-law, brother-in-law, grandparent-in-law, uncle or aunt.

Article XXVII

Attendance

Effective January 1, 1989, an Officer who has a perfect attendance record for six (6) consecutive months (to be measured from 1/1 to 6/30 and again from 7/1 to 12/31) shall be entitled to eight (8) hours compensatory time off for each six (6) months of perfect attendance. The benefit is not cumulative, must be taken within six (6) months after it is earned or be lost (unless manpower shortages prevent the department from allowing the officer to take this time off) and will not be given to retirees unless the retiree has worked a full six month period, e.g., Officer Kumquat retires on 3/31, without missing a day since 1/1. Officer Kumquat is not entitled to any compensatory time off.

Article XXVIII

Discharge and Discipline

A. Procedure in Disciplinary Disputes:

In the event of a dispute concerning the discipline or discharge imposed upon a police officer, the following procedures shall be followed:

Step 1:

The TOWN shall advise the 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.

Upon the request of the officer, within seven (7) days following service of that notice on the officer, the parties (the Chief, the officer, the PATH and any of its attorneys) 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 Subdivision B, if he/she desires to follow Step 2 of this Section. Failure to make 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 waives his/her Section 75 rights and make a timely election for arbitration, the
remaining step will be followed. If an employee has been suspended without pay, he/she
may waive his Section 75 rights and demand arbitration immediately. In such a case, within
seventy-two (72) hours, the TOWN shall serve a description of the charges on which it relies
for the discipline sought.

Step 2:

The parties agree to select an impartial arbitrator under the rules and procedures of
the Public Employee Relations Board or American Arbitration Association.

The arbitrator shall render his decision within fourteen (14) days following close of
the record. The finding of the arbitrator shall be final and binding upon the parties. There
shall be no extensions of the foregoing time limits except by mutual agreement. The
arbitrator may, under appropriate circumstances, issue an interim verbal decision, to be
followed by a written opinion and award.

B. Effect of Election:

To elect the procedures set forth in Step 2 of Subdivision A, the officer must file a written
notice of such election with the Chief within the time limits set forth in Step 1 of
Subdivision A. Such election must include a written waiver of all rights under Section 75,
including limitations as to type of 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.

C. Departmental Investigation

It is understood that, notwithstanding an election by the officer to follow the foregoing
arbitration procedure, the Department may investigate the facts surrounding the grievance in
any manner it deems appropriate, subject to the terms of this agreement, including the
conduct of a hearing as authorized pursuant to Section 75 of the Civil Service Law.
However, should the Chief, in his discretion, decide to hold such hearing, the officer under
investigation shall not be bound by the results of said hearing, nor shall he be obligated to
appear in person or by counsel. Counsel for the PATH shall have the right to examine the
transcripts and exhibits of the Section 75 hearing, if held, and to make copies thereof at the
PATH'S expense.
No penalty decided upon after said hearing shall be effective if arbitration has been elected, nor shall any findings of said hearing or recommended penalties be admissible in arbitration. No record of the departmental hearing or results thereof shall be placed in the officer’s personnel file if arbitration has been elected.

D. **Conduct of Arbitration Hearing:**

In any arbitration hearing held under the provisions of this Section, both the Department and the police officer involved shall have the right to be represented by counsel and to present witnesses and engage in the cross-examination of witnesses presented by the other party. The arbitration hearing shall be a de novo and a decision shall be made by the arbitrator on the basis of the legal evidence as presented at the arbitration hearing. The fees of the arbitrator and necessary expenses of the arbitration proceedings shall be shared equally by the TOWN and the PATH. Each party shall bear the expense of the preparation and the presentation of its own case.

E. **Limitations on Arbitrator’s Authority:**

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this contract, nor shall he have the authority to render any decision which conflicts with the law, ruling or regulation binding upon the TOWN by a higher authority, nor to imply any obligation on the TOWN which is not specifically set forth in this contract, nor to fashion any remedy which is not specifically provided for under Article 75.

F. **Record of Discipline:**

If an officer is found not guilty of misconduct or incompetency requiring discipline, there shall be no record kept in the officer’s official personnel folder of the disciplinary proceeding.
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal the day of the year above written.

POLICE ASSOCIATION OF THE TOWN OF HARRISON, NEW YORK

BY: [Signature]

Peter C. Oliva, President

TOWN OF HARRISON, NEW YORK

BY: [Signature]

Stephen Malfitano, Supervisor-Mayor
MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the Town of Harrison (the "Town") and the Police Association of the Town of Harrison, New York (the "Association") doted this 20th day of December, 2001.

WHEREAS, the Town and the Association were parties to a collective bargaining agreement that expired December 31, 2000; and

WHEREAS, authorized representatives of the Town and the Association met in good faith to negotiate a successor agreement; and

WHEREAS, the parties have reached a tentative agreement subject to ratification by the membership of the Association and the Town Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The respective negotiating committees agree to recommend this Memorandum of Agreement for ratification.

2. A copy of this original document has been furnished to representatives of the Town and the Association.

3. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.


5. Compensation – 3.5% salary increase per year for each of the 3 years of the agreement (effective 1/1/01; 1/1/02; 1/1/03).
6. **Police K9 Unit** – Effective 1/1/02, members who are K9 handlers will receive an annual stipend for the maintenance and care of their dogs equivalent to 3% above the Police Officer 1st Grade pay in effect for that year.

7. **Jury Duty** – A new section entitled “Jury Duty” shall be added to Article V and shall provide as follows: The parties agree that unit members have the right and civic responsibility to serve on juries, which right and responsibility shall be scrupulously respected. If a member receives a summons to serve, he/she shall immediately notify the Police Chief or his designee. If the member is scheduled to work any tour of duty on a day the member is required to appear for jury duty, the member shall not be required to report for his/her regularly scheduled tour but shall be reassigned to the 8 a.m. – 4 p.m. day tour and shall report for jury duty as required. The unit member shall be released with pay and without charge to any other paid leave accrual. If the member is released from jury duty before 1 p.m., the member shall report back to police headquarters and shall be required to complete the remainder of the day tour. All fees paid to the unit member for such jury duty shall be endorsed over to the Town except for amounts paid for unreimbursed travel and meal expenses. The foregoing provisions shall apply solely to the day(s) when the unit member is regularly scheduled to work.

8. **Health Insurance** – Article IX shall be amended to provide that effective 1/1/02 all unit members shall be covered for all purposes under Schedule II of the Town’s self-insured health insurance plan in effect on the date of ratification of this Memorandum of Agreement.
9. **Continuing Education Program**—Article XII, paragraph 3, sub c shall be amended to provide that its provisions shall not apply to any unit members hired after the date of ratification of this Memorandum of Agreement.

10. **Personal Leave Days**—Article XXIV shall be amended to read as follows:

   Effective January 1, 2002, each member of the Association shall be entitled to four (4) Personal Leave Days, in addition to Special Leave Days. Except in urgent situations, ten (10) days notice shall be given of an intent to utilize a Personal Leave Day.

11. **Death Leave**—Article XXVI shall be amended to provide one (1) day of death leave as the result of the death of a member's sister-in-law, brother-in-law, grandparent-in-law, uncle or aunt.

12. Article IX (3) shall be amended to provide as follows: It is understood that all medical benefits shall continue to be provided for all Association members, including retirees, their spouses and eligible children. This benefit for spouses and eligible children shall continue for a maximum of six (6) years after the date of death of the member, or earlier, upon either (1) the death of the surviving spouse or (2) coverage of surviving spouse under a comparable health insurance plan or policy other than that provided here. With respect to eligible children, such coverage shall terminate no later than the eligible children reaching 21 years of age.
13. All provisions of the expired collective bargaining agreement that are not modified by this Memorandum of Agreement shall be incorporated into the successor agreement.

RONALD BIANCHI  
TOWN SUPERVISOR

PETER OLIVA  
UNION PRESIDENT

The Memorandum of Understanding had been agreed upon by both PATH officials and Town Board members in December 2001, and a Resolution approve the Memorandum had been adopted at the Town Board meeting of December 19, 2001 (TBR # 2001-598).

On motion of Councilman Cannella, seconded by Councilman Paladino,

it was

RESOLVED to approve the contract between the Police Association of the Town of Harrison (PATH) and the Town of Harrison for the years 2001, 2002, and 2003 as negotiated,

FURTHER RESOLVED to authorize the Supervisor to sign same.

FURTHER RESOLVED that a copy of this Resolution be forwarded to the Comptroller, the President of the Police Association of the Town of Harrison, the Police Chief and the Town Attorney.

Adopted by the following vote:

AYES: Councilmen Scappaticci, Vetere, Cannella and Paladino
Supervisor Malfitano

NAYS: None

ABSENT: None

FILED THIS _/8 7// ~ DAY OF __/e IC/2 ~ 2002

Town Clerk, Harrison, New York