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AGREEMENT

BETWEEN

THE CITY OF HORNELL

AND

HORNELL POLICE DEPARTMENT
LOCAL 3515, LAW ENFORCEMENT OFFICERS UNION
COUNCIL82, AFSCME, AFL-CIO

APRIL 1ST, 2010 TO MARCH 31ST, 2013
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AGREEMENT

Preamble

Made this 1st day of April 2010

Between the City of Hornell, a municipal corporation in the County of Steuben, State of New York, and a political subdivision of the State of New York, having its principal office in the City Hall, 82 Main Street, Hornell, New York referred to herein as the City, Party of the First Part.

Hornell Police Department, Local 3515, Law Enforcement Officers Union, Council 82, AFSME, AFL-CIO, a membership organization formed and organized under the laws of the State of New York, and having a post office address at Box 86, Hornell, New York referred to herein as the Association, Party of the Second Part.

WHEREAS, the City of Hornell is a local government within the State of New York, and it does have a police department for law enforcement within its corporate boundaries and other areas it may designate, which is commonly referred to as the City; and

WHEREAS, the employees in the Police Department of the City of Hornell do now have an employee organization to represent them in collectively negotiating the terms and conditions of their employment, and which is known as the Hornell Police Association.

NOW THEREFORE, in consideration of the mutual agreements, terms and conditions herein contained between the parties, and pursuant to the Taylor Law and other applicable laws of the State of New York, the parties hereto do each agree with the other as follows:

DEFINITIONS

1. ASSOCIATION shall mean the recognized employee organization known as the Hornell Police Department, Local 3515 Law Enforcement Officers union, Council 82, AFSME, AFL-CIO.

2. EMPLOYEE shall mean a full and a part-time police officer excluding the Chief of Police and Captain.

3. CITY shall mean the City of Hornell, New York.

4. EMPLOYER shall mean the City of Hornell, New York and/or any part of the management thereof.

5. GRIEVANCE shall mean any dispute between the Association and/or individual employee and the City with respect only to the application or interpretation of a provision of this Agreement.
6. **EMERGENCY** shall mean a generally unexpected occurrence declared by the State or Local authorities demanding immediate action.

7. **BOARD OF PUBLIC SAFETY** is defined by the City Charter and presently consists of the Mayor and two (2) directors appointed by the Mayor and confirmed by the Common Council.

8. **FIXED PLATOON SYSTEM** shall consist of three shifts of equal length. With the exception of the Investigator, each officer shall work a rotating cycle of five (5) days on; two (2) days off; five days (5) on and three (3) days off calculated on the course of the twenty-eight (28) day cycle.

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**ARTICLE I**

**Section 101. RECOGNITION AND RIGHTS** The City recognizes the Hornell Police Department, Local 3515, Law Enforcement Officers Union, Council 82, AFSME, AFL-CIO as the sole and exclusive bargaining agent for “employees” of the Police Department in collectively negotiating the terms and conditions of their employment and for the settling of grievances and disputes arising concerning the interpretation or application of the terms of this contract.

**ARTICLE II**

**Section 201. DURATION OF AGREEMENT** This Agreement shall be effective for the term of three (3) years commencing on the 1st day of April, 2010 and terminating the 31st day of March, 2013. Terms of this Agreement are retroactive to April 1, 2010 unless otherwise stated or agreed.

**ARTICLE III**

**Section 301. NO STRIKE AFFIRMATION** The Association affirms, pursuant to Section 207, paragraph 3, of the Taylor Law that it does not assert the right either to strike against any government or to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

**Section 302. AGREEMENT BETWEEN PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATION** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE IV**

**Section 401. ASSOCIATION RIGHTS** The City extends the Association the following rights:
1. To membership dues deduction upon presentation of dues deduction authorization cards signed by individual employees.

2. To unchallenged representation status for the duration of this Agreement or the maximum period allowed by law.

3. The Association shall have the right to post notices and communications on the departmental bulletin board designated as the Association Bulletin Board located in the employees' locker room at the Department. (NOTE: The board is to be of sufficient size to meet the needs of the Hornell Police Department, Local 3515)

4. The President or his designee, the grievance chairperson and the aggrieved party will be permitted to a reasonable amount of free time to adjust grievances and administer the contract. If someone other than the President is to act in this capacity, the Chief of Police must be given advance written notice.

5. **Agency Shop.** Effective with the signing of the Agreement and in accordance with Chapters 677-678 of the Law of 1977 of the State of New York, the City shall notify all employees covered by this Agreement who are not presently MEMBERS OF THE Association, that they have the right to join the Association, or if they do not choose to join the Association they shall have deducted from their salary an agency shop fee which shall be determined by the Association. Such agency shop fee shall be deducted from the salary of employees who do not choose to become members, and from the salary of employees whose membership has not yet become effective.

   Every employee who does not join the Association at the time of appointment, or who does so join, or whose membership does not become effective, shall have an agency shop fee deduction. If the employee joins the Association, such agency shop deduction shall be discontinued on the same date the City gives effect to the dues check-off authorization.

   An employee who terminates Association membership shall have deducted from his salary an agency shop fee effective on the same date on which the City gives effect to revocation or authorization for dues deduction.

   The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck. The Association shall certify to the City the appropriate amount or rate of the agency shop deduction.

   The Association shall have exclusive right to use and transmittal of the agency shop fee for employees within the affected bargaining unit. The City shall transmit such agency shop fees as collected in the same manner which union dues are transmitted.

   Upon receipt of the City of any notice of change in the amount of the agency shop fee deduction provided, employees having such deduction shall be notified in writing by the City and the date on which such new deduction will begin. A copy of this notice shall be sent to the Association.
The Association shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Association.

The Association affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, or any part of an agency shop fee which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related terms and conditions of employment.

Section 402. CITY AFFAIRS The provision of this Agreement shall be expressly limited to salaries, benefits and other conditions of employment of the paid police department employees of the City and shall not be construed to restrain or limit the City in the full and absolute management of its affairs, except as modified by the provisions of the Agreement.

ARTICLE V

Section 501. EMPLOYEE RIGHTS No employee shall be disciplined, discharged, reduced in rank or compensation without just cause.

Section 502. DEFINITIONS
1. Discipline includes any written reprimand or written reference to an oral reprimand, reduction in compensation, demotion in salary grade, imposition of a fine or suspension, which the Department seeks to impose on a unit member as a penalty for misconduct or incompetence.

2. Discharge means termination from service as an employee of the Department or of a unit member represented by the Association.

3. Department means the Hornell Police Department.

4. Chief refers to the Chief of Police.

5. Association means the Hornell Police Association.

6. Representative means any person designated by the Association to act on behalf of the grievant and/or Association.

7. City shall mean the City of Hornell.

8. Employee shall mean any person represented by the Association.

9. Days mean regular business days of the City.

10. Service means delivery of written Notice by certified mail, return receipt requested or by hand delivery of Notice.
11. **Counseling Memorandum** means a written communication to an employee intended to call attention to minor breaches in policy and for the purpose of instructing the employee in more appropriate conduct or correcting the employee’s behavior. Counseling memoranda are not intended to draw conclusions of fact or to punish. It’s admissibility is limited only for the purpose of establishing a memo was issued.

**Section 503. INVESTIGATION** In the event that the Chief learns of an allegation of employee misconduct which generates concern for the safety and welfare of other employees or the public, the Chief may suspend the employee against whom the allegations are made, with or without pay, up to thirty days in order to further investigate the allegation. If the allegation proves unfounded, all records of the allegation shall be destroyed and the employee shall immediately return to active duty with no loss of pay, benefits or other benefits. If, after further investigation, the Chief believes the allegation to be substantiated, disciplinary action may be taken pursuant to this Article. The association President shall be advised, prior to any investigatory interviews, the names of the employees to be interviewed and the date and location of said interviews.

**Section 504. RIGHTS TO REPRESENTATION** Prior to an employee being summoned to a meeting with the Chief or the City for matters of discipline or discharge, or for investigations concerning same, the employee with be made aware that s/he has the right to Association representation and the issue to be discussed at the meeting. The employee, by a written communication to the Chief and the Association President, may waive the right to Association representation. Unless for extremely extenuating circumstances the Chief shall provide the employee with twenty-four (24) hours notice of the meeting.

**Section 505. STATUTE OF LIMITATION** No discipline or other action against an employee shall be commenced more than eighteen (18) months after the alleged misconduct or incompetence complained of.

**Section 506. PERSONNEL FILE** The employer shall keep one official personnel file on each employee. The file shall be kept at the Department and is not to be considered a public document open to the general public. Whenever any material is to be placed in an employee’s file, s/he will be notified, by the Chief, by hand delivered letter, prior to the placement, and if the material is derogatory in nature, the employee will have the right to confront the author of said material before it is placed in the file. Further, the employee may write a response to the derogatory material, or may grieve it if the Chief places it in the employee’s file over the objections of the employee. After a period of eighteen (18) months the derogatory material shall be expunged and destroyed. The employee or his/her designee shall have the right to review the contents of his/her file by giving, at least, twenty-four (24) hours notice. The employee or his/her designee can receive a complete copy, once per twelve (12) months, of the file without charge. In cases where litigation is pending, the employee who requests a copy of his/her file must pay the City fifteen ($0.15) cents per page for additional copies over the initial copy.

**Section 507. PROCEDURES FOR NOTICE TO DISCIPLINE** Where the Chief, upon further investigation, has reason to believe that an employee is guilty of misconduct or incompetence, the Chief shall initiate disciplinary action by serving upon the employee a Notice of Discipline (See Appendix C). This Notice shall contain all charges, supporting specifications
and the penalty being sought. Within twenty-four (24) hours of service of the Notice of Discipline upon the employee, the President of the Association shall be provided with a copy of the Notice.

In addition to the Notice of Discipline, the employee will also be served with a Notice of Hearing Waiver (See Appendix D) and Notice for Arbitration forms (See Appendix E).

Within ten (10) days of receipt of the Notice of Discipline, the employee shall serve upon the Chief either a Notice of Hearing Waiver or Notice For Arbitration form.

Failure of the employee to provide to the Chief either the Notice For Arbitration or Notice of Hearing Waiver within ten (10) days, the charges shall be deemed sustained and the penalty being sought may immediately be imposed.

Should the employee serve the Chief with the Notice For Arbitration, and if the penalty being sought is suspension or discharge, the employee will be suspended with pay and benefits.

Section 508. DISCOVERY The Chief, City and Association agree that disclosure of information can assist the parties in reaching resolution of a dispute involving discipline or discharge. Therefore, the parties agree to provide to the requesting party, upon three (3) days written request the following information:

a) Names of any known witnesses with knowledge of facts relevant to the charges or specification;

b) any documents, lab tests, scientific tests, photographs, video tapes, drawings, charts, etc....which relate to the charges or specifications;

c) copies of sworn statement made by witnesses;

d) the identification of any witnesses with first hand information which would tend to mitigate or intensify the penalty. In no case shall either side be entitled to discovery of the work product of any attorney or labor consultant, retained by either party.

Section 509. PROCEDURES FOR ARBITRATION Within ten (10) days of receipt of an employee’s Notice For Arbitration, the City and the Association will select from the following list of arbitrators; Thomas N. Rinaldo, Michael S. Lewandowski and Jeffery Selkirk. They shall be selected on a rotating basis with the last arbitrator who conducted a hearing being placed at the end of the selection list. The arbitrator selected must provide at least three (3) hearing dates within a sixty (60) consecutive day window period. The sixty (60) days to run from the receipt of the parties’ request for the arbitrator’s service. The time for the hearings will be mutually agreed to between the Association representative and the City representative.

If post hearing briefs are required by the arbitrator or requested by the City or Association said briefs are to be received by the arbitrator within twenty-five (25) calendar days of the close of the oral arguments, at which time the hearing will be deemed closed. If no briefs are required or requested the hearing will be deemed closed at the conclusion of oral arguments.

The arbitrator shall have thirty (30) calendar days to render a decision which shall be final and binding upon all parties to the arbitration. Copies of the Decision and Award shall be mailed to the parties’ representatives.
The arbitrator and the parties to the arbitration shall be bound by the Voluntary Rules and Procedures of the American Arbitration Association.

The parties, by mutual agreement, may provide for a stenographic record. In such case the transcript shall serve as the official transcript of the hearing. The costs shall be borne equally between the City and Association.

The cost of the arbitration shall be borne equally between the City and the Association. Each party shall bear their own witness and exhibit fees.

The employee may, at his/her expense, have their own representative present at the arbitration. The Association must be present at any meetings held outside the arbitration hearing that take place between the City and/or Chief and employee’s representative.

By mutual agreement the Association and the City can extend any time frame contained herein.

**Section 510. BURDEN AND QUANTUM OF PROOF** The Department shall bear the burden of proving that the employee is guilty of the charges alleged. In non-discharge cases, the Department must establish the employee’s guilt by a preponderance of the evidence. In discharge cases, the Department must establish the employee’s guilt by clear and convincing evidence.

**Section 511. LIMITATION ON CHOICE OF FORUMS** The parties agree that the procedures outlined in the Article are the exclusive procedures for the review of employee disciplinary and discharge actions. The parties expressly waive all rights to proceed under Civil Service Law Sections 75 and 76.

**Section 512. INFORMAL RESOLUTION PROCEDURE** Prior to the service of formal charges, the Chief may initiate an informal meeting with the employee and the Association, if the employee requests the presence of the Association, for the purpose of attempting to resolve the situation informally. In the event that the meeting does not resolve the disciplinary action, formal charges may be served on the employee at the end of the meeting.

**ARTICLE VI**

**Section 601. POLICE DUTIES** Each employee of the Department will be responsible to perform the duties assigned to him/her in an efficient and professional manner and to carry out the instructions of his/her superior officers under the direction of the Chief of Police, who is responsible to the Mayor and the Board of Public Safety, all in accordance with provisions of the Rules of Conduct adopted by the Board of Public Safety on March 27, 1969, and as amended on April 1, 1987.

Further amendments to the Rules of Conduct of the Hornell Police Department may be made by the Chief after consultation with the Hornell Police Association and upon approval by the Board of Public Safety from time to time and as found to be in the best interests of the Department. If not discussed at the Labor Management Committee meeting, further amendments to the Rules of
Conduct of the Hornell Police Department may be made by the Chief after presenting the proposed amendment to the Hornell Police Association. The President of the Hornell Police Association shall have ten week days to review the proposed amendments. The Chief will not implement or enforce said amendment prior to the termination of ten days.

Section 602. RULES OF CONDUCT  The booklet Rules of Conduct, Police Department City of Hornell and the prior amendments contained in previous Agreements, represent the official rules of conduct for the Hornell Police Department and its employees.

ARTICLE VII

Section 701. GRIEVANCE AND ARBITRATION PROCEDURES  For the purpose of this Agreement, disputes shall be subject to the grievance procedure as outlined below.

Definitions:

Grievance: A dispute concerning the application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration.

Grievant: Shall mean either the Hornell Police Association or a unit member who claims to have a grievance. Hornell Police Association can file if it affects more than one person.

Days: Shall mean regular work days for the City’s civilian work force.

Immediate Supervisor: Shall mean the Chief or Captain, for grievance purposes only.

Representative: Shall mean the person designated by either party to act on its behalf.

Parties: Shall mean the Hornell Police Association and/or grievant and the City.

Section 702. STEPS

1. Step 1 The employee or the employee and the Association’s grievance representative shall present the grievance orally to the employee’s immediate supervisor within fifteen (15) working days after the employee knew or should have known of the grievance.

The immediate supervisor shall meet with the parties involved and take all necessary steps to insure a proper disposition of the grievance made. The supervisor must reply to the employee and/or his/her Association Representative within five (5) work days after the presentation of the grievance.

2. Step 2 In the event the grievance is not resolved in Step 1 hereof, the employee and/or the Association may appeal in writing to the Chief of Police within ten (10) work days after the denial in Step 1 was made or should have been made.
The decision of the written appeal must be made within ten (10) work days of receipt of the written appeal. The written decisions must contain a true copy of the initial grievance dated and signed by the Chief. This true copy shall be returned with the written decision. The written grievance shall contain specific reference(s) to the section of the Agreement, which the employee and/or the Association Representative feels has been violated and a description of the grievance and the relief sought.

3. **Step 3**  In the event the grievance has not been satisfactorily resolved in Step 2 hereof, an appeal may be made by the Association in writing to the Board of Public Safety within ten (10) work days of the receipt of the Step 2 decision. The Board of Public Safety shall meet with the Association’s Grievance Committee for a review of the grievance within eight (8) work days of the receipt of the written appeal and shall issue a written decision within eight (8) work days following the meeting.

4. **Step 4**  An Appeal from an unsatisfactory decision at Step 3 and a request for arbitration may be brought only by the Association President or his/her designee. Arbitration may be resorted to only when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

   a. A request for arbitration shall be initiated by the Association serving upon the employer a notice in writing of it’s intent to proceed to arbitration. Such intent must be filed within fifteen (15) work days after receipt of the Step 3 decision.

   b. Said notice shall identify the provisions of the Agreement, the department, the employee involved and a copy of the grievance(s) and relief sought.

   c. Within ten (10) work days after such written notice of submission to arbitrate, the City and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to otherwise agree upon an arbitrator or to obtain such a commitment within ten (10) work days, a request to the Public Employment Relations Board (PERB) for arbitration services may be made by the Association. The parties will then be bound by the rules and procedures of PERB in the selection of an arbitrator.

   d. The arbitrator shall neither add to, subtract from nor modify the provisions of the Agreement. He shall confine his decision solely to the application and/or interpretation of this Agreement.

   e. The decision or award of the arbitrator shall be final and binding to the extent permitted by and in accordance with applicable law. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted except by mutual consent of the parties.

   f. All fees and expenses of the arbitrator, if required, shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case.
g. The arbitrator shall hold the hearing at a time and place convenient to the parties. The arbitrator selected shall issue his/her decision within thirty (30) calendar days of the hearing.

h. In the event a disagreement exists regarding the arbitrability of an issue which the Association wishes to submit to arbitration, the arbitrator shall have the authority to determine whether or not the issue in dispute is arbitrable under the expressed terms of this Agreement. Once a determination that a dispute is arbitrable has been made, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration.

Section 703. TIME RESTRAINTS If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified by the aggrieved employee, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.

There shall be no reprisals of any kind by the administrators taken against any party in interest or his/her Association representative, any member of any committee concerned with grievances, or any other participant in the procedure set forth herein by reason of such participation.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

All of the time limits contained in the Article may be extended or altered by mutual agreement.

ARTICLE VIII

Section 801. FAIR LABOR STANDARDS ACT With this instrument the Association and the Hornell Police Department acknowledge coverage under the Fair Labor Standards Act pertaining to the overtime compensation rules for law enforcement personnel as set forth therein at 29 USC 201 et seq, as amended.

Section 802. POSTING OF DUTY SCHEDULE The duty roster for the entire month shall be posted at least seven (7) calendar days prior to the effective date of such roster. An employee will be notified as soon as reasonably possible of any changes.
Section 803. LENGTH OF WORKDAY A regular workday for each officer shall consist of a period of eight an one quarter (8 ¼) consecutive hours. Each officer must report ready to begin duty fifteen (15) minutes prior to the designated shift start time. It is agreed between the parties that this fifteen (15) minute show up time does not constitute overtime under the Fair Labors Standards Act.

The Chief of Police will consult with the Labor Management Committee prior to changing the shift times.

Section 804. COMPELLING EMPLOYEE TO WORK No employee shall be compelled to work more than forty one and one quarter (41 ¼) hours in a work week except in an “emergency” as defined in the Agreement, or for the purposes of changing the duty roster in accordance with Sections 802 and 803, or for the safety as outlined in Section 831.

There will be four (4) mandatory training days per year and two (2) re-certification days per year when officers on days off will be required to attend at no cost to the City during the duration of the Fixed Platoon System. The officer or sergeant absent from the training must obtain information from the training session and show knowledge of the material covered. Failure of an officer or sergeant to show that they have made an effort to learn the information covered will result in loss of one (1) day’s leave time. Training days are calculated as 8 hours days regardless of actual hours spent. Training days shall not be scheduled on weekends or holidays.

Section 805. SENIORITY & OVERTIME CALLOUT PROCEDURE

“Seniority” will be determined as follows:

<table>
<thead>
<tr>
<th>First</th>
<th>by rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second</td>
<td>by continuous service in rank</td>
</tr>
<tr>
<td>Third</td>
<td>by date of appointment to previous rank(s)</td>
</tr>
<tr>
<td>Fourth</td>
<td>by date of appointment to department</td>
</tr>
<tr>
<td>Fifth</td>
<td>by age</td>
</tr>
</tbody>
</table>

The parties have an understanding that personnel coming to the Department through a lateral transfer go to the bottom of the seniority list for purposes of overtime, vacation selection and earned time off selection.

I. Section shall determine choice of vacation, time off and holiday time off.

II. Overtime for off-going and on-coming shall be in accordance under the following provisions:

A. In situations when the next regular shift will be short manpower, the following procedure shall govern the manpower coverage for that shift:

1. When the shift is short a sergeant, the off-going sergeant shall have the first refusal to work the first four (4) hours of the on-
coming shift, at his/her overtime rate of pay. If the off-going sergeant refuses the four (4) hours overtime, it shall be offered, by seniority, to each off-going patrolman. If all off-going patrolmen refuse the overtime, the overtime shall be offered to each sergeant, by seniority, from the sergeant’s roster. If all sergeants refuse the overtime, the overtime, shall be offered, in turn, by seniority, to each patrolman from the patrolman’s roster. If all patrolmen refuse the overtime, the least senior off-going patrolman and/or sergeant must work the four (4) hours.

2. For the balance of the next four (4) hours of the shift, the above procedure (#1) shall be followed with the on-coming personnel.

3. When the shift is short a patrolman, the most senior off-going patrolman shall have first refusal to work the first four (4) hours of the on-coming shift, at his/her overtime rate of pay. If s/he refuses, each off-going patrolman, by seniority, shall be offered the overtime. If all off-going patrolmen refuse the overtime, the off-going sergeant shall be offered the overtime. If the off-going sergeant refuses, the overtime shall be offered, by seniority, to each patrolman from the patrolman’s seniority list. If all patrolmen refuse the overtime, it shall be offered, by seniority, to each sergeant from the sergeant’s seniority list. If all sergeants refuse the overtime, the least senior off-going patrolman and/or sergeant must work the four (4) hours overtime.

4. For the balance of the next four (4) hours of the shift, the above procedure (#3) shall be followed with the on-coming personnel.

5. No employee shall be able to work more than twelve (12) consecutive hours unless an emergency exists, or an employee agrees and is capable to do so. The working of more than twelve (12) consecutive hours shall be done only at the desecration of the Chief of Police.

6. When an employee is on sick, disability or bereavement leave, it shall automatically exempt the City from contacting the employee to work overtime.

7. In order to ensure proper staffing for community events, (ie: parades, Gus Macker, 4th of July and an event that requires special crowd or traffic control problems, etc.) The Chief of Police, or his designee, during planning, and after having exhausted the seniority call out list under section 805, III,
shall have the authority to compel personnel to extra duty, not to exceed 12 consecutive hours, starting with the least senior officer until proper staffing levels are reached to ensure public and officer safety. In accordance with the above section seven (7), the employer must notify the employee compelling him/her to work such described event not less than fifteen days in advance of said event(s). Should said notice be less than fifteen (15) days in advance of the event, the employee cannot be compelled to work said event.

III. Regular Overtime Call-Out: The following procedure shall be followed:

A. When the circumstances require additional personnel for any overtime other than shift shortage, the Department shall follow the seniority lists (most senior first) when offering overtime.

IV. Waiver of Seniority for Overtime:

In circumstances when the Department requires an officer with special training or certification, e.g. K-9, hostage, etc., the overtime call-out procedure is waived.

V. When the City contracts with outside agencies to provide police services, the Department shall follow the seniority lists in the assignment of said work. The most senior officer has first refusal. Once an officer has worked the assignment, s/he shall go to the bottom of the list for the next assignment. For purposes of selection, a refusal shall be considered as if the officer accepted the assignment.

Section 806. MEALS, LODGING AND TRANSPORTATION Any member required to be away from home overnight or out of the City in excess of six (6) hours as a result of his/her duties shall be provided with reasonable funds for meals and/or lodging. Payment shall be made within two (2) weeks after submission of valid receipts and approval of the Board of Public Safety.

Section 807. TRANSPORTATION COSTS In the event a member is required to attend school or to perform other duty-related functions outside of the City, s/he shall be provided with transportation or mileage remuneration in the amount established by the Common Council but no less than the IRS rate per mile to and from such destination. Personal vehicles can be used only when no City vehicles are available.

Section 808. CLOTHING AND EQUIPMENT ALLOWANCE Those members of the Police Department who normally perform their duties in uniform shall receive an issue of clothing and equipment as provided for in the Memorandum of Understanding on equipment and pistols. Prescription glasses broken or contact lenses lost or destroyed in the line of duty will be replaced or repaired at the discretion of the Chief of Police at the expense of the City.
By May 1st of each year, each officer shall receive, in a separate check, the sum of $100.00 for uniform maintenance.

Section 809. RETURN OF ISSUE Upon termination of the employment of the City of an employee, such employee shall return all items of uniform and equipment to the City in a clean condition.

Section 810. VACATIONS

Annual vacation leave shall be accorded employees as follows:

1. One (1) through two (2) years completed service - two (2) weeks.
2. Three through seven (7) years of completed service - three (3) weeks.
3. Eight (8) through fourteen (14) years of completed service - four (4) weeks.
4. Fifteen (15) years or more years of completed service – five (5) weeks.

A maximum of two (2) weeks may be taken by any one employee during the summer school vacation period. One unit member from each platoon may take vacation at the same time during any time of the year.

II. Vacation picks shall cover the entire year. In a situation where an employee cannot receive or take their vacation due to job requirements, s/he shall be permitted to accumulate the vacation days over to the next year or, at his/her option, be paid the value of vacation days.

A. Employees shall sign up for their vacation selection for the next calendar year as follows:

1. Employees shall fill out the “vacation selection form” by December first of each year.

2. The form shall provide the employee to designate his/her vacation selection by: vacation blocks, day blocks, and/or buy back days.

3. If known, the employee shall designate on the form the date s/he will receive his/her vacation buy-back pay. If unknown by December 1, s/he will provide at least two (2) weeks’ notice to the City when s/he wants his/her vacation buy-back pay. The City shall provide the employee with his/her buy-back pay closest to the next regular pay day.

4. Vacation buy-back shall be to a maximum of one (1) week per year.

5. Requirements to be followed for vacation days selected as day blocks shall be: arrangements to take vacation day blocks off shall be made by notifying the Chief of Police in advance who shall
grant such time off if arrangements can be reasonably made. If three (3) or more employees select the same day, the day shall be given to the two (2) most senior employees. Any request submitted in writing ten (10) days or more in advance shall be granted without fail in the case of the first two (2) most senior applicants for the same tour of duty, except in the case of a declared “emergency”. If only one (1) employee is scheduled off on vacation block days, the only one (1) additional employee can be granted time off for any day(s) that fall within that scheduled vacation block time. Where no scheduled vacation block days are present, two (2) employees can be granted time off. The provisions of this sentence become effective on 10/01/96.

6. Vacation week blocks will be taken off between the employee’s regular days off.

7. If an employee did not select one (1) week as a buy-back and circumstances require him/her to “sell” back the week, s/he shall, at the discretion of the Chief or Mayor, be permitted to sell back the week.

8. The monetary value of vacation days is the daily rate of pay of the days at the time earned.

9. Investigators shall have a separate vacation selection except when they are included within the 5-2, 5-3 rotation.

10. At the option of the employee, s/he can use his/her vacation days to pay for his/her share of the health insurance premium.

Section 811. PERSONAL LEAVE Each employee shall be accorded four (4) personal leave days off annually. Arrangements to take personal leave days off shall be made by notifying the Chief of Police who shall grant such time off if arrangements can be reasonably made. If three or more employees select the same day, the day shall be given to the two (2) most senior employees. Any request submitted in writing ten (10) days or more in advance shall be granted without fail in the case of the first two (2) most senior applicants for the same tour of duty, except in the case of a declared “emergency”. Personal leave days can be taken in four (4) hour blocks.

Section 812. HOLIDAYS It is understood and mutually agreed that there will be ten (10) legal holidays. The designated holidays are:

New Year’s Day – January 1st
Lincoln’s Birthday - February 12th
Washington’s Birthday - February 22nd
Memorial Day - May 30th
Labor Day - 1st Monday in September
Columbus Day - October 12th
Veterans Day - November 11th
Thanksgiving Day - Thursday in Nov.
Independence Day - July 4th

Christmas Day – December 25th

If the employee works the holiday and the time worked puts the employee over eight and one quarter (8 ¼) hours of actual hours worked, the employee will be paid double time and a half for the actual time worked.

Instead of having holidays accumulated, employees will be paid for any holiday the employee normally would accumulate, however, an employee will be entitled to use up to ten of his/her holidays as time earned days of which will be applied for in the same manner as designated in the applicable section for time earned days off.

Employees will be credited with holidays according to the time worked and then the credited holiday will be exchanged for pay.

The employees will be credited for the holiday for the exchange of money based upon the actual time worked.

Holidays will be observed on their traditional dates.

Section 813. HOLIDAY PAY  Notwithstanding any other provision of this Agreement, there shall be a holiday pay accorded each member of the police department providing for ten (10) days pay to be accorded each employee by the first day of December, minus any of those holidays that the employee had taken as time earned days.

Section 814. DUTY RELATED INJURY  Each employee who shall become injured during and as a result of his/her employment by the City shall remain on the payroll with full pay and benefits until his/her recovery or until declared disabled permanently by the retirement system. All leave accruals are frozen at the time the employee goes on a duty related injury leave.

Section 815. OFF DUTY INJURY OR ILLNESS  Each employee who shall become ill or injured off duty shall be accorded sick leave as follows:

Pregnancy shall be covered under section 815 Off Duty Injury or Illness. Additional time off shall be covered under the disability plan with the New York Guardian Insurance as contracted with the City of Hornell.

All active full-time employees having completed thirty (30) days of continuous service with the employer who are absent from duty because of sickness or off duty injury shall be granted full pay for lost time for a period of thirty (30) days commencing with the first day of absence.

In addition, the employer shall carry in full force and effect for the duration of this Agreement, insurance coverage providing each employee so absent, seventy percent (70%) of his/her gross salary to a maximum weekly benefit of seven hundred and fifty ($750) dollars during a period of absence not exceeding fifty-two (52) weeks thereafter; payment of said insurance shall remain as now in effect.

Employees with more than nineteen (19) years shall be paid full pay for one hundred twenty (120) days and seventy percent (70%) of his/her gross salary for nine (9) months thereafter to a
maximum of seven hundred and fifty ($750) dollars per week. The employer shall pay thirty percent (30%) of the cost of the above program.

Upon determination of the Chief of Police that an employee's absence may be an abuse of sick leave and said absences are three (3) or fewer working days, the Chief may send an employee to the City doctor for determination of employee's fitness to perform his/her duties.

The insurance coverage stated herein remains in effect pending the recommendations of the Health Care Committee and the potential implementation of a new health plan pursuant to Section 816. The City will pay any medical expenses not covered by the health insurance and travel expenses for travel outside the City.

If an employee uses less than four (4) sick days during the calendar year, s/he will be granted two (2) time earned days credited to his/her account.

Section 816. HEALTH PLAN

1. The City shall provide to active and retirees a Health Insurance Plan with 365 Day Hospital Coverage, CBP Medical Program including Major Medical, Prescription Drug Plan with a $10.00 Co-Pay for Brand Name Drugs or $3.00 Co-Pay for Generic, with mandatory generic, Managed Care provision and Dental Plan.

2. Pharmacists are required to fill prescriptions with generic drugs if such generic drugs are available even if the physician writes a prescription for a non-generic drug.

3. Effective November 1, 2008, all employees hired prior to November 1, 2008 will contribute 15% towards the cost of their health care premium.

4. The City agrees to pay 85% and the employee will pay 15% of the cost of health insurance, which includes vision, major medical coverage along with dental coverage for all current members.

5. On the death of an employee, the employee's spouse can continue the health insurance with the City. The City will pay 35% of the health insurance premium.

6. As of November 1, 2008, any new unit member will pay 25% of all insurance coverage and the City will pay 75%.

7. Upon retirement, the City shall pay fifty percent (50%) of the employee's health insurance and thirty five percent (35%) of the dependant coverage. If upon retirement there is only the employee and spouse and no other dependents, two (2) individual plans will be issued where applicable. In the event of the death of the retired employee, the City agrees to continue its 35% contribution for the dependant coverage. Individual or Family Coverage may be elected by the surviving spouse. In the event the surviving spouse becomes eligible for coverage elsewhere either through remarriage or employment, the City's coverage shall cease. It is hereby understood and agreed that the surviving spouse, upon becoming eligible for coverage elsewhere, will notify the City immediately.
8. The City has the right to solicit Health Insurance form other Health Care Providers and can change the Health Insurance Provider for the employee. The City can only change providers as long as the Health Insurance Coverage is equal to or greater than the current health insurance policy provided to employees.

Section 817. CONTINUATION OF MEDICAL COVERAGE – LINE OF DUTY DEATH
If an employee is killed while engaged in the line of duty his/her surviving spouse and/or dependent children will be provided, at no cost, the same medical insurance provided to active employees. Upon the re-marriage of the spouse this benefit will cease.

Section 818. 125 AND 457 PLANS
The City shall provide, at no cost to the employee, a 125 Flexible Spending Plan and 457 Deferred Compensation Plan. The City shall transmit the moneys deducted from employees enrolled in the 457 Plan within forty-eight hours (48 hrs.) of the deduction. The 125 Plan will be with Empire Professional Services and the 457 Plan investments shall be through the Delaware Group. See the actual Plan documents for specifics of each Plan.

Section 819. MEDICAL INSURANCE BUY-OUT
An employee may choose not to participate in the Health Insurance Plan and, by such choice, receive one thousand, two hundred dollars ($1,200.00) for declining an individual plan or two thousand, four hundred dollars ($2,400.00) for declining a family plan. The buy-out amounts shall be paid in one check within thirty (30) days of the receipt by the City of the employee’s written notice not to participate in the medical plan. In order for an employee to receive the buy-out amounts s/he must adhere to the following:

a. The employee must notify the City in writing of their selection not to participate in the Health Insurance Plan within the month of April. The notice shall contain a statement that the employee is covered under another medical plan.

The employee may re-enroll in the Health Insurance Plan by providing a written notice to the City and at such time shall be covered from the first day of the re-enrollment with any pre-existing condition provision waived. The employee shall be responsible to re-pay to the City, on a pro-rata share, the difference in the moneys received from the buy-out and their re-enrollment in the Health Insurance Plan. Said amount shall be deducted in equal monthly amounts from the employee’s regular paycheck over a twelve month period, interest free, until the amount is fully refunded to the City. The employee at their option may elect a re-payment plan of less than twelve months. (Ex. Of 12 month: $1,200.00 received April 1, re-enrolls September 1, owes $600.00/12 mos., repays $50.00 per month).

Section 820. DEATH BENEFITS
1. Accidental Death Benefit. The City shall accord each member of the police department with an accidental death benefit as provided in Section 208-B of the General Municipal Law as added by Chapter 882 of the Laws of 1958 and as is now in accumulated time, overtime, or other like compensation shall be paid over to the employee’s surviving spouse or estate within thirty (30) days after termination of his/her employment because of death.
2. New York State Retirement guaranteed minimum death benefit (Section 306-b) shall become effective April 1, 1973.

**Section 821. TORT LIABILITY ACTIONS** In the event an employee of the police department shall become a defendant in any suit or cause of action sought against him/her as a result of the performance of his/her duties, the City shall provide such employee with a defense attorney without cost to such employee.

**Section 822. AWARD FOR DAMAGE** In the event an award is granted as a result of such cause of action, such award shall be borne by the city.

**Section 823. RETIREMENT** Effective April 1, 1973, the city shall provide the members of the police department with the twenty-five (25) year retirement at half pay plan with the additional benefit of using earnings during the last twelve (12) months of employment (Section 302-9-d).

Effective April 1, 1974, the City agrees to a twenty (20) year retirement plan for police officers, plus the option of individual officers buying back eligible military service credit if available.

**Section 824. RETIREMENT INCENTIVE** During the duration of this agreement, any member reaching their New York State retirement eligibility and who retires under said retirement plan, shall receive the sum of One thousand dollars ($1000) per month for the total of fourteen (14) consecutive months commencing thirty (30) days after his/her official retirement date. Said payments shall continue each month until all fourteen (14) payments have been made to the retiree or his/her estate should the retiree decease prior to the payments being made in full.

**Section 825. SALARIES, ANNUAL** The salary of each employee shall be an annual salary paid in bi-weekly division for his/her services during the ensuing fiscal year of the City commencing on April 1, 2010, and shall reflect the pay for his/her rank and for such length of service attributed to each employee. Each employee will move from the minimum step in pay range through the maximum step in annual increments as shown in APPENDIX "A" which is included and made part thereof.

**Section 826. INVESTIGATORS**

1. For the purpose of scheduling, the investigator shall be independent of the 5-2, 5-3 Fixed Platoon System, currently in place to govern scheduling for patrol function.
   
   A. The investigator will be assigned a fixed shift with fixed days off. Said schedule shall be flexible at the discretion of the Chief of Police or Captain, to accommodate the investigative function.
   
   B. The investigator shall receive a three thousand dollar ($3,000.00) stipend pro-rated at two hundred and fifty dollars ($250.00) per 2nd pay period of each month.
   
   C. Investigators can be used as a long-term replacement or to cover planned vacations of five (5) days or more.
D. All other replacements for overtime shall follow the proper contractual procedure.

2. For the purpose of Section 826 only, it is further agreed that the terms and conditions of the Collective Bargaining Agreement shall be amended as follows:

A. Definition #8: Fixed Platoon System shall consist of three shifts of equal length. With the exception of the Investigator, each officer shall work a rotating cycle of two (2) days off; five days (5) days on and three (3) days off, calculated on the course of the twenty-eight (28) day cycle.

Effective January 1, 2009, all Sgt’s assigned to a platoon will work a rotating shift schedule, one of which is agreed upon by the Chief of Police and the union and as described in Appendix “F” of this agreement. In addition to the terms in Appendix F and effective December 1, 2010, each Sgt. assigned to a platoon may exercise their right to do a shift swap with another Sgt. no less than one (1) time a year. (NOTE: If a one Sgt. asks another to do a swap, this constitutes the swap in accordance with this agreement for the Sgt. requesting said swap only)

B. Section 803: Length of Workday

1. The length of a work day for the Investigator shall be eight (8) hours.

2. The Investigator, during the term of his assignment shall not be required to surrender annual “pay Back” days as required with the 5-2, 5-3 scheduling system.

C. Section 804: Compelling Employee To Work

1. For the purpose of section 826 only, Line 2 of 804, shall replace forty-one and one quarter (41 ¼) hours, with forty (40) hours.

2. During the term of his assignment, the Investigator shall not be required to contribute four (4) mandatory training days and two (2) re-certification days annually. Rather, extra duty training shall be with compensation, per the contract.

D. Section 805: Seniority

1. Subdivision II will not apply to the Investigator for the purpose of filling vacancies via off-going and on-coming personnel.

2. Subdivision III will apply to the Investigator for the purpose of securing extra personnel via seniority list call out.

E. Section 810: Vacations
1. Section 810 will apply to the Investigator as is currently written, with the exception of Subdivision II, B, 5.

2. The Investigator shall be required to submit Vacation Day requests ten (10) days or more in advance to be granted “without fail”.

F. Section 811: Personal Leave

1. The first two sentences only, of Section 811 will apply to the Investigator

2. The Investigator shall be required to submit Personal Leave requests ten (10) days or more in advance to be granted off “without fail”.

3. The Investigator shall be permitted to take Personal Leave days in four (4) hour blocks.

Section 827. OVERTIME PAY AND COMPENSATION

1. In order to implement the recommendations of the Labor Management Committee and pursuant to the Fair Labor Standards Act, an employee shall begin earning overtime either after working more than eight and one quarter (8 ¼) consecutive hours in one day or after working 171 hours within the twenty-eight (28) day cycle. An employee who shall be credited with overtime work after having completed more than eight and one quarter (8 ¼) consecutive hours or 171 hours within the twenty-eight (28) day cycle shall be compensated at time and one half pay. Such overtime shall be in addition to his/her salary. When an officer works overtime on a regular shift or is called to fill a vacancy for a regular shift or, is called out, it is considered overtime and he/she shall have the option of being paid the overtime in money or credited to time earned. The Chief, at his discretion, can offer time earned or overtime payment for any other work assignment.

2. Any officer who is required to work more than eight and one quarter (8 ¼) consecutive hours per day will be entitled to overtime pursuant to the Fair Labor Standards Act. For purposes of in house calculations, the fifteen (15) minute show up time will be calculated at time and one half.

3. Compensatory Day Account. On each anniversary date, as established by the City, with thirty (30) days advance notice, each officer shall have the right to irrevocably commit any or all of his/her accumulated compensatory days to his/her account. Such days shall be valued at the daily rate of compensatory which exists at the time of commitment, and shall be used by the officer, his/her spouse, or minor dependants upon the officer’s retirement or death for the continuing payment of his/her health insurance premiums.

4. Effective January 1, 1988, an employee who is terminating his/her service with the Department will be allowed to have no more than forty-five (45) days
time earned credited for the purpose of pay, unless the employee has been denied time earned days, wherein the denied time will be placed in an account that has no cap.

5. In the event that an employee requests time earned off and is denied for any reason other than that another employee has already been granted time earned or the time requested would result in the Department having less than three (3) officers on duty during that time period, the denied time will be added, in addition to the forty-five (45) day maximum payment specified herein.

6. Officers who have time earned days on the books as of January 1, 1988 will not have those days counted in the bank of days with forty-five (45) day cap.

7. Both the City and the employees will make efforts to reduce the amount of time earned accrued before the implementation date.

8. Officers may carry more than forty-five (45) days earned time in the books during their employment, but may not receive payment for more than forty-five (45) days at the time of separation from the department, except if the excess days were earned prior to January 1, 1988, or are denial days.

9. When an officer requests a day of time earned, the officer shall have the right to state whether the day comes from the bank with a cap or the bank without a cap.

Section 828. COURT APPEARANCE If, due to his/her employment by the City, an employee shall be required to appear in Court or at administrative proceedings such as Motor Vehicle hearings or ABC hearings and such appearance shall be at a time other than a scheduled tour of duty of such employee, s/he shall be compensated in the following manner:

A. For appearances of one (1) hour or any fraction of an hour, the employee will be compensated at two (2) hours straight time.

B. For appearances in excess of one (1) hour and less than two (2) hours, the employee shall be compensated at two (2) hours at time and one half.

C. For appearances in excess of two (2) hours, the employee shall be compensated at time and one half.

For the above, the employee has the option to be compensated at pay or time earned. The officer, when appearing, must be in uniform, a suit or similar attire in a neat and orderly fashion to receive credit for the time involved.

Section 829. RECALL Recall time is considered when it is necessary to call an employee in to work other than for Court appearances as indicated in the section above. S/he shall be paid at the rate of time and one half. An employee, when requested by the Chief or his designee, may volunteer to reschedule his/her next tour of duty (eight and a quarter hour shift) provided there is a
minimum of eight (8) hours off duty time between the completion of his/her last shift and the start of his/her rescheduled shift. Such rescheduling, when voluntary, shall not constitute a recall for purpose of overtime.

Section 830. METHOD OF PAYMENT  The Association agrees to the salary deposit plan whereby employees will be paid bi-weekly by having their salary deposited in the Fleet Bank in a checking account in their names or payment at their place of employment. Three (3) financial institutions for direct deposit will be established. The City will give the Association a list of possible institutions and the Association will pick the three (3) in addition to Fleet Bank.

Section 831. SAFETY  The person in charge of a shift shall have the right to call additional personnel if conditions occur which unreasonably threaten the safety of police officers on duty, provided that the person in charge of the shift has attempted to contact the Chief of Police and the Captain prior to calling in additional personnel. Safety is at risk when less than two (2) outside uniform men are working.

Section 832. TEMPORARY ASSIGNMENT  Employees receive ten dollars ($10) additional per day from the first day the employee works at a rank higher than his/her own so appointed by the proper authority.

Section 833. BEREAVEMENT DAYS  Each employee shall be entitled to a paid non-cumulative leave of up to three (3) days upon the death of: their father, mother, sister, brother, spouse, child, father-in-law, mother-in-law, grandchild, grandparents, grandparents of spouse, step-child, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunts, uncles and first cousins. At the discretion of the Chief, additional leave time may be granted.

Section 834. EDUCATION  The Mayor and the Board of Public Safety, upon the request of the Chief of Police, grant permission for police to attend short-term courses of job-related instruction. The City shall pay fees and costs of instructional materials.

1. Further, the City, with approval of the Mayor or Board of Public Safety, and upon the request of the Chief, grant permission for employees to enroll in college courses in Police Administration and Police Services (job-related).

2. Upon presentation of evidence indicating successful completion of such job-related courses, the individual shall be reimbursed fifty percent (50%) of the tuition costs for attaining a “C” grade, seventy-five percent (75%) for attaining a “B” grade and eighty percent (80%) for attaining an “A” grade.

Section 835. DEPARTMENT VEHICLES, EQUIPMENT  The City agrees to supply vehicles and equipment at the present standard.

Section 836. POSTING OF TIME EARNED  Posting of accumulated time, holidays, vacation and personal leave days will be posted on January 15th and July 15th.

Section 837. PAYMENT FOR DEGREES  The City agrees to pay an employee who obtains a college degree annually, according to the following:
1. Associate Degree - Two Hundred Dollars ($200.00)

2. Bachelor's Degree - Two Hundred, Twenty Five Dollars ($225.00)

3. Master's Degree - Two Hundred, Fifty Dollars ($250.00)

Payment to be made by August 1st in a separate check.

**Section 838. POST DUTY** When the temperature drops to 32 degrees, officers on post duty shall be permitted a fifteen minute warm-up period every two (2) hours.

Post duty will be assigned at the discretion of the shift supervisor, Captain, or Chief of Police.

**Section 839. PAY AT TIME OF TERMINATION** All wages, unused vacation time, holiday time, accumulated time and overtime shall be paid to the employee at the rate of pay at time of termination of employment consistent with the terms of this contract.

**Section 840. SHIFT DIFFERENTIAL** Employees working the 3:00 p.m.-11:00 p.m. shift shall receive an additional $.40 per hour for all hours worked in that shift. Employees working the designated 7:00 p.m.-5:00 a.m. shift shall receive an additional $.55 per hour for each hour worked when assigned by the Chief to that shift. Employees working the 11:00 p.m.-7:00 a.m. shift shall receive an additional $.55 per hour for all hours worked. The shift differential is not included when an officer’s shift overlaps with the oncoming shift for purposes of overtime.

**Section 841. NEGOTIATIONS TIME OFF** In future negotiations, the City shall permit the HPA to have up to two (2) negotiators with paid time off for the duration of negotiations.

**Section 842. GRANTED TIME OFF** Except for an emergency, once an employee has been granted time off, the City thereafter cannot deny time off.

**Section 843. EVALUATION INSTRUMENTS** The Performance Evaluation System (Evaluation) created and recommended by the Labor Management Committee and as implemented by a Memo of Understanding dated February 5, 1992 pursuant to Article XI of the Agreement is to be used as a means for the Chief to evaluate officers.

This evaluation shall not be used as a source for disciplining any individual, nor will any information adduced by the use of the evaluation be used to discipline any individual.

The City will not be precluded from taking any independent disciplinary action against an individual in accordance with other provisions. Any dispute arising out of the use, intent, meaning or application of the evaluation shall be subject to Article VII of the Agreement.

**Section 844. PART-TIME EMPLOYEE** Is defined as anyone working less than 20 hours in a 5 consecutive day block. Said employee has all the rights and benefits of the contract except 805 (full-time employees have first rights to overtime), 810, 811, 813, 815, 824, 829, 832, 836 and 839. Part-time shall be paid at an hourly rate based on the starting rate of the contract year in which they are hired. They can be covered by the health and dental insurance, but they shall pay the full cost. Note: part-time employees working holidays shall receive the same pay benefits as full-time employees.
Section 845. TIME EARNED PAYMENT  Unit members may request to be paid for up to and including five (5) time earned days during a calendar year at their current rate of pay. Once notification is given to the City of this time earned payment request, the City will provide the employee with this payment, in a separate check, at the next possible pay day. For the 1996-97 contract year, the five (5) days set forth above shall be ten (10) days and thereafter revert back to the five (5) days.

Section 846. LONGEVITY PAYMENT  Unit members who have reached the beginning of their 20th year of service with the City of Hornell Police Department shall be paid a lump sum of one thousand five hundred dollars ($1500) longevity payment in a pay period in November of each year. The member shall continue to receive said payment each year as described above for as long as the member continues their employment with the City of Hornell Police Department. In the event a member retires before obtaining his/her longevity payment for that year in which they retire, said payment shall be pro-rated and paid to the member upon his/her retirement.

ARTICLE IX

Section 901. PAST PRIVILEGES AND RIGHTS  Any rights or privileges granted by the City to the Association members that are not specified or included in this Agreement and that have been in effect shall not be changed or terminated without the mutual agreement of the City and the Association.

ARTICLE X

Section 1001. SAVINGS CLAUSE  The provisions of this contract shall supersede provisions heretofore made and provided which are specifically covered herein. If any section, sub-section, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE XI

Section 1101. COMPLETE AGREEMENT  This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement.

Section 1102. REOPENING NEGOTIATED ITEM  The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement which is three (3) years, unless specifically stated elsewhere.

ARTICLE XII

Section 1201. PREAMBLE  In order to promote harmonious labor relations, the City and the Association agree to establish a Labor Management Committee.
Section 1202. PURPOSE AND SCOPE  The purpose of the Committee is to discuss topics of mutual concern and interest to voluntarily resolve issues affecting the relationship between the parties. Further, in addition to other matters before it, the Committee shall discuss and review the Department’s “Rules of Conduct” to update the same to cover existing conditions. The City shall retain, however, the right to implement rules and regulations if the Committee cannot agree on specific items or wording. The HPA may thereafter pursue its right to challenge the implementation of and enforcement of said rules. The Committee’s authority shall be only advisory and shall have no binding authority on the HPA or the City.

It is understood that such meetings of the Committee do not constitute negotiations, nor are the participants authorized to make agreements that are inconsistent with this Agreement. Both parties pledge to make every effort to give timely responses to issues raised in Committee.

Section 1203. MEMBERSHIP  The Committee will consist of three (3) members appointed by the City, none of which can be a bargaining unit member, and one of which must be the Chief of Police, and three (3) members appointed by the President of the Association from the Association, one of whom must be the President. Either party may request additional persons in order to discuss particular topics that require their presence.

Section 1204. MEETING  Meetings are to be held at least monthly. An annual retreat will be held as one of the monthly meetings. However, at the request of the Chief of Police or the President, meetings can be held within twenty-four (24) hours of said request. Meetings shall be held at times that minimize overtime, do not create understaffing of the Department, and to the extent reasonably possible, do not require compensation.

Section 1205. LABOR MANAGEMENT COMMITTEE DECISIONS  The Labor Management Committee will respond to any issue before it the day following the next regularly scheduled monthly meeting of the Committee.

ARTICLE XIII

Section 1301. MEMORANDA OF UNDERSTANDING  All Memoranda of Understanding in place as of April 1, 2010, and not specifically addressed herein, are status quo.

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

CITY OF HORNELL, NEW YORK - Shawn Hogan – Mayor

Dated: 11/30/10

Hornell Police Department, Local 3515 - Matthew Linehan – President

Dated: 11/30/10

Council 82, Staff Representative - Gregory Carey

Dated: 11/30/10

26
**APPENDIX "A"

**SALARY SCHEDULE**

<table>
<thead>
<tr>
<th>Steps</th>
<th>2009-2010</th>
<th>2010-2011</th>
<th>2011-2012</th>
<th>2012-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiring</td>
<td>32,360.82</td>
<td><strong>eliminated during negotiations 2010—all go to start</strong></td>
<td>38,704.10</td>
<td>39,865.22</td>
</tr>
<tr>
<td>Start</td>
<td>37,576.80</td>
<td>38,704.10</td>
<td>38,704.10</td>
<td>39,865.22</td>
</tr>
<tr>
<td>Step #1 (after 1 yrs service)</td>
<td>39,300.72</td>
<td>40,479.70</td>
<td>40,479.70</td>
<td>41,694.09</td>
</tr>
<tr>
<td>Step #2 (after 2 yrs service)</td>
<td>41,696.22</td>
<td>42,947.11</td>
<td>42,947.11</td>
<td>44,235.52</td>
</tr>
<tr>
<td>Step #3 (after 3 yrs service)</td>
<td>43,386.23</td>
<td>44,687.81</td>
<td>44,687.81</td>
<td>46,028.44</td>
</tr>
<tr>
<td>Step #4 (after 4 yrs service)</td>
<td>45,416.62</td>
<td>46,779.12</td>
<td>46,779.12</td>
<td>48,182.49</td>
</tr>
<tr>
<td>Step #5 (after 5 yrs service)</td>
<td>47,088.36</td>
<td>48,501.01</td>
<td>48,501.01</td>
<td>49,956.04</td>
</tr>
<tr>
<td>Step #6 (after 6 yrs service)</td>
<td>49,014.42</td>
<td>50,484.85</td>
<td>50,484.85</td>
<td>51,999.39</td>
</tr>
<tr>
<td>Step #7 (after 8 yrs service)</td>
<td>50,225.83</td>
<td>51,732.60</td>
<td>51,732.60</td>
<td>53,284.58</td>
</tr>
<tr>
<td>Sergeant</td>
<td>55,369.84</td>
<td>57,030.93</td>
<td>57,030.93</td>
<td>58,741.86</td>
</tr>
</tbody>
</table>

Effective April 1, 2010 all new hires will begin at the **start rate** of Appendix A and move accordingly up the pay scale as listed in Appendix A of this agreement. Hiring rate therefore is eliminated from the pay scale and Appendix A.
APPENDIX “B”

EQUIPMENT LIST

<table>
<thead>
<tr>
<th>Items</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ammunition, for mandatory qualifications</td>
<td>As needed</td>
</tr>
<tr>
<td>Badge, breast, I.D. badge &amp; wallet</td>
<td>1 each</td>
</tr>
<tr>
<td>Badge, cap</td>
<td>1 each</td>
</tr>
<tr>
<td>Baton &amp; holder, required by Department</td>
<td>1 each</td>
</tr>
<tr>
<td>Belt, 1 ½” service</td>
<td>1 each</td>
</tr>
<tr>
<td>Belt, Sam Browne, with buckle</td>
<td>1 each</td>
</tr>
<tr>
<td>Cap, uniform</td>
<td>1 each</td>
</tr>
<tr>
<td>Case, ammunition double magazine type</td>
<td>1 each</td>
</tr>
<tr>
<td>Cleaning kit, shall be maintained at the station</td>
<td>1 each</td>
</tr>
<tr>
<td>Duty Weapon as assigned by the City of Hornell</td>
<td>1 each</td>
</tr>
<tr>
<td>Flashlight, maintain at station and rotation</td>
<td>1 each</td>
</tr>
<tr>
<td>Folder, notebook with spring clasp</td>
<td>1 each</td>
</tr>
<tr>
<td>Gloves, leather insulated, black</td>
<td>1 each</td>
</tr>
<tr>
<td>Handcuffs, with key and carrying case</td>
<td>1 each</td>
</tr>
<tr>
<td>Mace, O.C. Type / Pepper Spray with holster</td>
<td>1 each</td>
</tr>
<tr>
<td>Magazine for handgun</td>
<td>2 each</td>
</tr>
<tr>
<td>Nametag, insignia-1 set</td>
<td>2 each</td>
</tr>
<tr>
<td>Necktie, uniform, clip on type</td>
<td>2 each</td>
</tr>
<tr>
<td>Raincoat, with cap cover</td>
<td>1 each</td>
</tr>
<tr>
<td>Shirt, short sleeve</td>
<td>4 each</td>
</tr>
<tr>
<td>Shirt, long sleeve</td>
<td>4 each</td>
</tr>
<tr>
<td>Shoes, uniform type</td>
<td>1 pair</td>
</tr>
<tr>
<td>Trousers, uniform type</td>
<td>4 pair</td>
</tr>
<tr>
<td>Whistle, plastic coated</td>
<td>1 each</td>
</tr>
<tr>
<td>Soft Body Armor with replacement on “as needed basis”</td>
<td>1 each</td>
</tr>
</tbody>
</table>
APPENDIX "C"

NOTICE OF DISCIPLINE

TO: ___________________________
   Name of Employee

_________________________________________
   Address

Please be advised that, as Chief of Police of the City of Hornell, I have determined that there is probable cause for the following charge to be proffered against you:

1. Charges in Detail: (See contract Article for details).

2. Penalty Sought:

   Within ten (10) days of receipt of these charges you must mail to the Chief of Police, by certified mail, return receipt requested, or by personal service, either the enclosed Notice of Hearing Waiver form or Notice For Arbitration form. Should you fail to so mail or hand deliver the Notice For Arbitration or Notice of Hearing Waiver form within ten (10) days the charges will be sustained and the City may thereafter move to impose the penalty sought.

   ___________________________   ___________________________
   Date of Notice                              Signed: Chief of Police

Attachment: Copy of Article
            Notice For Arbitration Form
            Notice of Hearing Waiver Form

cc: President of Association
APPENDIX “D”

NOTICE OF HEARING WAIVER

TO:

Name of Chief

Address

I, ____________________________________________, hereby waive my right to an arbitration hearing on charges proffered against me, which charges were specified in the Chief’s Notice of Discipline, dated __________________________.

I understand the waiving of my rights to an arbitration hearing allows the City to determine the case and fix a penalty or punishment.

_________________________ ___________________________
Date of Waiver Signature of Employee

_________________________
Address

cc: President of Association
APPENDIX “E”

NOTICE FOR ARBITRATION

TO: ___________________________________________

Name of Chief

______________________________________________

Address

I, ______________________________________________, hereby notify the City of my intention to demand an arbitration hearing on the charges proffered against me, which were specified in the Notice of Discipline, dated ______________________________.

____________________________________________

Date Notice Filed

Signature of Employee

____________________________________________

Address

cc: President of Association