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Union: Unit A, Colonie Police Benevolent Association

Local:

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COLLECTIVE AGREEMENT
TOWN OF COLONIE
with
POLICE BENEVOLENT ASSOCIATION
COLONIE UNIT A

EFFECTIVE: JANUARY 1, 2009
EXPIRES: DECEMBER 31, 2011
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THIS AGREEMENT shall cover a three year period commencing on January 1, 2009 and expiring on December 31, 2011, between the TOWN OF COLONIE (hereinafter referred to as the "Town") and POLICE BENEVOLENT ASSOCIATION, COLONIE UNIT A (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association represents a majority of the employees in a bargaining unit of employees of the Town commonly known as, and herein referred to as Unit A and defined as follows:

Included: In the Police Department only, Police Officers (including those assigned to the Investigative Division) and Sergeant.

Excluded: All seasonal, probationary, temporary, and part-time employees and all other full-time employees of the Town of Colonie.

WHEREAS, the Town hereby recognized the Association as exclusive representative of its employees in said unit in negotiation for the determination of the terms and conditions of employment of the employees in said unit; and

WHEREAS, the Town and the Association recognize the right of all public employees to join or refrain from joining any employee organization and to participate or not participate in the activities thereof without coercion, and

WHEREAS, the parties each recognize the right of the other to conduct its own affairs, choose its own representatives and determine its own policies and objective.
IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

UNCHALLENGED REPRESENTATION STATUS

In accordance with the terms of Section 208(2) of the Civil Service Law, the Association’s period of exclusive unchallenged representation status is hereby extended for the period of this contract.

ARTICLE 2

DUES AND INSURANCE DEDUCTION

The Town agrees to deduct from the wages of the employees in Unit A, the dues of the Association and the premiums of such insurance programs of the Association as any member thereof shall individually and voluntarily authorize in writing and remit same to such Association. Each individual employee shall have the right to revoke such authorization, by written instrument, at any time. The Town will not extend to any other employee organization the privilege of dues deduction from the wages of employees in Unit A during the term of this agreement. Providing the contracts with the credit union are in effect, the Town will continue to authorize payroll deductions under the terms of said contract.

ARTICLE 3

LEGISLATIVE APPROVAL

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 4

NO STRIKE

The Association agrees that during the term hereof neither the Association nor its officers, agents or members will authorize, instigate, aid, condone, encourage or engage in any work stoppage, slowdown, strike or other such action.

ARTICLE 5

FAIR PRACTICE

The Association agrees to maintain its eligibility to represent the employees in Unit A by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to
membership or participation in or association with the activities of any employee organization. The Town agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

ARTICLE 6

SCOPE OF AGREEMENT/PAST PRACTICE

Except as herein mentioned below in regards to past practices, this agreement is the entire written agreement between the parties and the parties agree that they have fully negotiated with respect to the terms and conditions of employment. They have, in all respects, settled the same for the term of this agreement, in accordance with the provisions hereof. No term or provision shall be deemed to be waived or altered except by written agreement duly executed by the parties.

With respect to any matters not covered by this agreement, the Town and the PBA will not seek to diminish or impair any conditions or past practice, which has consistently been applied to the bargaining unit or its members, for the duration of this agreement.

ARTICLE 7

BULLETIN BOARD SPACE

The Association shall be allowed to post notices on work location bulletin boards for meeting announcements, bulletins, notices and materials issued by the Association and signed by the designated official of the Association. No such material shall be posted which is profane or obscene or defamatory of the Town or its employees, considering the nature of the organization or faction thereof. Campaign posters in connection with PBA internal elections may be posted on work location bulletin boards so long as the same do not violate any of the provisions of this agreement. The Association will place a date on each bulletin posted, after which the bulletin can be removed by management. The Union can designate bulletins for permanent posting.

ARTICLE 8

BEREAVEMENT LEAVE

A full-time employee having continuous service of one year will have no deduction made for time lost by reason of the death of any member of the “immediate family”, up to a maximum of three (3) consecutive days per death. “Immediate family” as used herein shall mean husband, wife, mother, father, mother-in-law, father-in-law, brother, sister, child of the employee and any relative living in the household. In the event of the death of an employee’s grandparents, sister-in-law or brother-in-law, the employee will have no deduction made for lost time up to one (1) day. The employee shall be granted up to two (2) personal service days for bereavement leave in addition to the one (1) day already provided above.

No pay for time off will be granted unless there is a loss of time on scheduled workdays. Bereavement leave is not cumulative.

The foregoing provisions of this Article will not apply when an employee is off duty for other reasons such as: (a) Leave of Absence (other than connected with death), (b) Holiday, (c) Illness, (d) Injury, (e) Layoff.
Employees shall be entitled to use Personal Service Time for bereavement leave in the event additional days are needed, upon prior notice, with the approval of the Department Head. Approval will not be unreasonably withheld based on the needs of the department.

ARTICLE 9

HEALTH INSURANCE

The Town will contract with Capital District Physicians’ Health Plan (CDPHP) for its health insurance benefit known as HMO 20 (formerly known as “Premier 20”) with drug rider $10/$20/$35, and will provide each full-time employee with individual, two-person, or family plan coverage as may be appropriate without cost to the employee, except as provided below. The Town will also offer the New York State Health Insurance Program (NYSHIP) to each full-time employee. The Town’s share of the premium cost for NYSHIP shall be limited to that which it would have paid had the employee enrolled in the CDPHP program. Changes in plan design by the carrier are outside of the Town’s control and carry no liability to the Town. The Town may change either of these plans provided that any substituted plan is equivalent to the benefit level of these plans as of the date of change. (i.e. Practicality may require that certain benefits may be reduced; however, other items may be improved thus maintaining the current overall level of coverage.)

Effective January 1, 2009, members of the bargaining unit shall contribute toward health insurance premiums using the following formula:

- one-half of one percent of base wage rate for individual coverage.

- three-quarters of one percent of base wage rate for two-person coverage.

- one percent of base wage rate for family coverage. Base Wage Rate for the purposes of health insurance contributions shall be defined as, “the wage rate paid to members under Article 38 of the Collective Bargaining Agreement, excluding any payments for longevity.”

- In addition to the percentages of base wage rates set forth above, employees shall further contribute a flat dollar amount in accordance with the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>0</td>
<td>+30</td>
<td>+200</td>
</tr>
<tr>
<td>Two-Person</td>
<td>+200</td>
<td>+240</td>
<td>+550</td>
</tr>
<tr>
<td>Family</td>
<td>+275</td>
<td>+320</td>
<td>+750</td>
</tr>
</tbody>
</table>

If the actual premium increases for 2010 and 2011 are such that the employee contribution schedule shown above for 2011 results in employees paying in excess of 10% of the premium (using the top step patrol salary as the basis for determining the percentage of salary
portion of the contribution), the fixed dollar additure amounts for 2011 will be adjusted downward so as to provide that the employee contribution will be equal to 10% of the premium.

The Town will also contract with CSEA Employee Benefit Fund for Dental Insurance (Horizon Plan) or its equivalent, effective January 1, 1992 and vision insurance (Gold 12 Plan) effective November 1, 1997. The Town may change these plans provided that any substituted plan is equivalent to the benefit level of these plans as of the date of change. (i.e. Practicality may require that certain benefits may be reduced; however, other items would be improved thus maintaining the current overall level of coverage.)

All employees who qualify for Social Security disability and/or ordinary disability retirement under the provisions of the NYS Retirement and Social Security Law and have 10 years of full-time service with the Town will be subject to the same provision as those employees with 20 years of full-time service with the Town as set forth below.

Employees who qualify for Performance of Duty or Accidental Disability Retirement pursuant to the NYS Retirement and Social Security Law will be subject to the same provision as those employees with 20 years of full-time service with the Town as set forth below.

In the event that the Town shall agree with the negotiating agent of any other bargaining unit to pay a higher ratio of the health insurance premiums for retirees, then upon request by the Association, the Town will negotiate with the Association relative to the level of contribution.

In the event that after retirement from Town service and prior to eligibility for Medicare, a retired employee becomes employed elsewhere and eligible for medical benefits insurance coverage with benefits comparable to those available from the Town and with comparable contribution by the employee, then and in such event all eligibility of said person for payments by the Town of all or any part of the medical benefits insurance premiums terminate.

Upon the death of any retired employee, payment of all by the Town or any part of the medical benefits insurance premiums shall terminate.

With respect to employees retiring on or after January 1, 1978 and continuing their health insurance coverage in the plan covering Town workers, the Town will contribute toward their health insurance premium as follows:

1. Employees enrolled in the NYSHIP and CDPHP:
   A. Employees with 20 years or more of full-time service with the Town will receive health insurance with the Town contributing toward their health insurance premiums at the rate of 100% for an individual plan and 75% for a family plan.
   B. Employees with less than 20 years of full-time service but with 15 or more years of full-time service with the Town will receive health insurance with the Town contributing toward their health insurance premium at the rate of 75% of the premium for an individual plan and 50% of the premium for a family plan.
   C. Employees with 10 or more years of full-time service, but with less than 15 years of full-time service, will receive health insurance with the Town contributing toward their health insurance premium at the rate of 50% of the premium for an individual plan and 35% of the premium for a family plan.

2. Employees enrolled in NYSHIP:
Subject to the requirements of the Civil Service Law that require a certain minimum contribution from the former employer, the maximum premium contribution by the Town shall be that which it would pay for a CDPHP retiree enrollee as set forth above.

Effective November 1, 1997, the Town shall provide employees with the CSEA Employee Benefit Fund Gold 12 Composite Vision Plan at no cost to the employees.

**DUPLICATION OF COVERAGE** - Any employee entitled to the Town Health Insurance (family coverage) may elect to waive such coverage if his/her spouse has other health insurance coverage. Employees waiving coverage shall be required to show proof of spouse's coverage to the Town and to the Union. An employee who desires to waive the Town Health Insurance coverage shall notify the Town and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following employment date. An employee who desires to waive the Town health insurance coverage, at any other time, shall notify the Town and the Union, in writing and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the Town. All employees waiving all coverage will receive the sum of $100.00 per month, less any required deductions, to be paid by separate check, in March, June, September and December of each year.

Should the spouse's coverage be terminated for any reason, the employee will immediately notify the Town. Upon such notification, the Town shall transfer the employee to the Town's Health Insurance plan provided herein, and the employee will be provided full coverage without any preconditions or lapse in coverage, in accordance with the terms of the particular carrier's plan. An employee who has waived the Town's Health Insurance coverage and who desires to be reinstated to such coverage shall notify the Town and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the Town.

With respect to an employee whose spouse is also a Town employee, and who would qualify as a dependent under the spouse's family (or two person) plan, there shall be no entitlement to the waiver, or to family (or two person or individual) coverage as a primary insured. This concept shall also apply to dental coverage.

The Town reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains equivalent, (meaning that if the Town changes insurance carriers, practicality may require that certain health insurance items may be reduced; however, other items would be improved, thus maintaining the overall current level of health insurance coverage). Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on elective surgery except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures. This paragraph also authorizes the Town to replace existing HMO plans so long as the basic level of insurance benefits remains equivalent as defined in this paragraph.

The extent of coverage under the insurance policies (including and CDPHP) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans.

Any questions or disputes concerning the administration of said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
Section 125 Plan Effective January 1, 1996, the Town will institute an IRS Section 125 Plan enabling the Town to continue the Health Insurance Waiver Program. Effective for calendar year 2004, employees may participate in the Town of Colonie Flexible Benefits Plan with respect to qualifying unreimbursed medical expenses, payroll deductions for health/dental premiums and qualifying dependent care expenses. Any administrative fees in connection with the Town Waiver program will be absorbed by the Town of Colonie.

For the calendar years 2009, 2010 and 2011, the co-pays and deductibles provided in the CDPHP Plan as of January 1, 2009, shall remain the same. The Town shall assure that either by the purchase of riders that assure it or by direct reimbursement by the Town to any member of the bargaining unit who suffers a change in either co-pay or deductible during 2009, 2010 or 2011. This provision shall sunset on December 31, 2011.

ARTICLE 10

RETIREMENT

The Town will contract with the Policemen’s and Firemen’s Retirement System for Plan 384D at no expense to the employee. The Town will enact the necessary legislation to permit those officers currently employed by the Town and all future officers employed by the Town to join the retirement plan known as 384-e.

On or before March 31, 2003, the Town will enact the necessary enabling resolution adopting Section 443(f) Retirement and Social Security Law benefits providing for a one year final average salary for Tier 2 Police Officers in the computation of their retirement benefits.

ARTICLE 11

LONGEVITY

Effective January 1, 2008, upon completion of five (5) years of service, an employee is entitled to receive $225.00 for each year of service over the initial five (5) years' service. Maximum longevity to be received will be $4,500.00. Eligibility for longevity and computation for increasing the longevity increment will be as follows:

1. All adjustments will be made January 1st of each year.
2. An employee who is hired between January 1st and June 30th of any year will have longevity computed as of January 1st of that year. If an employee was hired between July 1st and December 31st, he will have longevity calculated as of January 1st of the following year.

<table>
<thead>
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<th>Years</th>
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<td>15</td>
<td>$2,250</td>
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<td>2</td>
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</tr>
<tr>
<td>5</td>
<td>$0</td>
<td>19</td>
<td>$3,150</td>
</tr>
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DEATH BENEFITS

The Town will provide death benefits pursuant to Section 208 (b) of the General Municipal Law.

LIFE INSURANCE

The Town will insure the life of each Police Officer in the amount of Ten Thousand ($10,000.00) Dollars. Upon termination, each officer shall have the option to convert this policy to an individual policy at the officer's expense.

Pursuant to previous negotiations, Unit A hereby agrees to participate in a life insurance program sponsored by Prudential Life Insurance Company. Effective March, 1982, Unit A employees will be provided with an opportunity to purchase and personally own life insurance through the Prudential Life Insurance Company. Payroll deduction will be available should you desire to take part in this program.

All members of the bargaining unit, actively at work, will be eligible to participate in securing this life insurance on a guaranteed basis. This program is completely voluntary and entirely confidential.

MEAL ALLOWANCE

Any bargaining unit member who is held over from one shift to another (and works a minimum of 12 straight hours) or who works a minimum of 12 straight hours, shall receive an additional $10.00 as compensation for meals. In addition, any Field Training Officers shall also be given the sum of $10.00 as a meal allowance during time periods that they conduct instructions, and to any officers who are assigned to a two man car as a result of court duty. The procedure for payment will be for officers to file claim forms, which will be paid within 30 days.
ARTICLE 15

DAMAGED OR DESTROYED PERSONAL PROPERTY

The full cost of replacement or repair of employees' prescription eyeglasses, contact lenses, dentures, hearing aids or similar prescription devices hereinafter destroyed or damaged in the course of duty without fault on the part of employees will be borne by the Town, and the cost of repair or replacement of watches up to a maximum of $50.00 per employee per year during the term of this contract upon compliance with the conditions hereinafter specified. A verified notice of loss in writing must be delivered to the employee's Department Supervisor within three (3) working days after such destruction or damage. A written signed receipt for the replacement or repair work must be delivered to the Human Resources Director as a condition of reimbursement.

ARTICLE 16

ASSIGNMENT OF SHIFTS AND HOURS OF WORK

This provision shall not be construed as a guarantee of work per day or work per week or days worked per week. The Town reserves the right to determine the days of work and the daily hours of work but shall not exercise such right in an arbitrary or discriminatory manner.

The department currently consists of the following divisions:

1. Patrol Division, which is comprised of the General Patrol Unit and Traffic Safety Unit. Traffic Safety shall be given the right to bid for overtime within their division.
2. Investigation Division which is currently comprised of the general Investigative Unit and the specialized Units of Juvenile, Special Investigations (S.I.U.) and Forensics.
3. Communications Division which is comprised of Communications and Records.
4. Administrative Services Division which is comprised of the Training Unit personnel and armorer and the Community Service Unit which is comprised of the Community Relations Officer and the D.A.R.E Officers.

The listing is merely a description of the department as it currently exists. The Chief of Police has the sole authority to add, eliminate, or restructure any unit or division or transfer units between divisions. Before doing so he will first:

1. Whenever possible, notify the PBA of his planned action at least 30 days prior to his action.
2. Negotiate with the PBA the impact of any change on the terms and conditions of employment of members.
3. Except for initial appointment as a police officer, appoint a panel, one member of which will be the President of the PBA or his designee, and interview all the candidates in a fair and nondiscriminatory manner to determine the most appropriate individual(s) to fill bargaining unit position(s).

After the interviews, the panel will recommend the finalist to the Chief. The final appointment(s) will be at the Chief's discretion or the Town Board as appropriate.

There shall be the following shifts in the General Patrol Unit:

- A-Line 11:00 p.m. to 7:00 a.m.
- B-Line 7:00 a.m. to 3:00 p.m.
In addition to the above shifts, for the duration of this contract, there shall be additional shifts in the General Patrol Unit:

- A-Line 10:00 p.m. to 6:00 a.m.
- B-Line 6:00 a.m. to 2:00 p.m.
- C-Line 2:00 p.m. to 10:00 p.m.

Shift hours and days off for all Units within the Investigative Division, Patrol Division, and any other Units and assignments shall be determined by the particular division Commander and the Chief of Police prior to each bidding period. These hours and days off shall then remain the same for one year until a new bid is offered. Said completed bid will be in effect for a 12-month period except in urgent situations. It shall be at the discretion of the Chief of Police to determine when an urgent situation exists. All employees shall be subject to recall at all times, outside their regularly assigned shifts, for recall to duty when required by the Town.

Under normal working conditions and in the absence of emergency situations, all employees assigned to A, B or C-Line will be allowed 45 minutes for meals. It is the intent of the Town to provide all officers with a lunch period whenever possible. If an officer, however, is not able to take his/her lunch at the normal time, every attempt will be made to allow the officer to take his/her lunch period within the officer’s shift. If this is not possible, the officer is not eligible for overtime to compensate for the missed lunch period, nor can the officer end his/her shift 45 minutes early. This will not alter or affect the existing 15-minute non-meal break, which will continue as is currently in practice.

In the event that an employee develops a habitual tardiness problem, as determined by the Town, and if so notified in writing, the Town may deduct wages from such employee’s pay which is equivalent to the lost time due to said tardiness.

Shift and weekly days off for all Units will be awarded according to unit seniority prior to January 1st of each year, except that both Patrol Sergeants and Detective Sergeants will be ineligible for annual shift bidding until (1) year after their appointment. Bidding for shifts and weekly days off, and for any other purpose, including but not limited to blocks of personal service days (vacations) once completed is final.

Said completed bid will be in effect for a 12-month period except in urgent situations. It shall be at the discretion of the Chief of Police to determine when an urgent situation exists. For this annual shift bidding, unit-wide seniority as defined in the Article on seniority, shall prevail.

In the event a vacancy exists on a shift, and certain days are considered available, officers assigned to that shift (within the affected unit) shall have the option to rebid said days off according to unit seniority.

In the Patrol Division, Personal Service Days shall be awarded according to Division Seniority within a shift.

In the Investigation Division Personal Service Days in a job title will be awarded by Division Seniority within a shift.

In the Traffic Safety Unit, Personal Service Days will be awarded in a job title by Unit Seniority.
The Chief will not unreasonably deny any shift preference based on seniority, providing the application of this policy does not decrease or interfere with the efficiency of the operation of the Department. Re-assignment of shifts will not be used as a disciplinary action.

Temporary Assignment - It is also agreed that the Chief has the right to periodically utilize specially trained or uniquely qualified departmental personnel for assignment to details of short duration, even when such duty assignments may temporarily circumvent the principles of seniority set out in the contract. This agreement does not apply to the Community Policing Program, which the parties agree to sit down and discuss separately.

Rotation of Sergeants - The Police Department may implement a program for the rotation of Sergeants through various supervisory assignments.

The rotations may be modified in an emergency, or by the Chief in the best interest of the Department, after notification to, and discussion with, the PBA.

The following procedure will be followed for rotations/assignments. Advanced notice of a rotation in assignment shall be provided to the PBA at least ninety (90) days prior to the posting of the annual shift bid. Prior to the rotation, the Chief shall convene a panel, a member of which will be the President of the PBA or his designee. Also included on the panel shall be one member of the affected unit chosen by the Chief (below the rank of lieutenant), two members of the Police Administration chosen by the Chief and a sitting Town Justice or former Town Justice designated by the Chief who is willing to sit on the Committee. The panel will interview Sergeants subject to the rotation. A Patrol Sergeant may opt out of consideration for a rotation of assignment. If, however, a reassignment of one or more patrol sergeants is necessary to effectuate the rotation, the Department will have the ability to rotate patrol sergeants out of that assignment in order of inverse seniority.

The panel shall make a recommendation to the Chief. The final decision regarding which assignments will be included in the rotation, and who will be assigned, shall be at the discretion of the Chief, whose decision shall not be arbitrary or capricious, shall be final and binding, and shall be made in the best interest of the Department as determined by the Chief. A Sergeant who is chosen to be included in the rotation and who does not wish to be rotated may appeal his inclusion directly to the Chief, whose decision shall be final.

Training - The Town shall have the right to schedule all officers for six- (6) mandatory training days per year. This schedule may result in shift changes. If so, timely notification will be provided.

**ARTICLE 17**

**OVERTIME AND RECALL**

Except where otherwise specifically stated, the following overtime provisions will apply to all employees of the Police Department, including those assigned to the Investigative Division and Sergeants.

Overtime shall be defined as any hours worked in excess of the normal eight (8) hour workday or forty (40) hour work week. Compensation shall be at the rate of time and one-half for all overtime hours worked (including longevity). Any officer required to work more than 16 straight hours shall receive double time compensation for those hours worked in excess of said 16 hours.
Overtime will be considered to have started after a person has worked fifteen (15) additional minutes on the job and there will be payment for overtime on the method of calculation that takes payment for each fifteen (15) minute interval. Officers in charge must approve all overtime in advance at the time of the request.

Paid time shall be counted as time worked. Suspension or disciplinary time is not counted as time worked or paid time.

In the event that any officer is called back to duty, the Town guarantees that he shall have the opportunity to work at least (4) hours at time and one-half; provided, however, he will only be paid for the time he has worked.

The decision as to what division is eligible for overtime and how many officers will be needed lies with the administration. The Town has the discretion to deny an officer the opportunity for overtime if such assignment would cause the officer to work in excess of 16 continuous hours.

Overtime distribution shall be handled in the following manner:

A. Unscheduled Overtime - Unscheduled overtime is defined as overtime which is known to exist less than 16 hours prior to the shift in question (i.e. sick call or a last minute detail or emergency). For the Patrol Division unscheduled overtime, which is contiguous to the previous shift, shall be offered, by seniority, to those officers within the affected division actually working the previous shift. If extra manpower is needed during the course of a shift, it will come from the next working shift, by seniority. If that does not fulfill the Town's needs then the division seniority list by seniority will be used. For the Investigation Division the nature of the offense or incident is to be considered as to whom is affected by the need for unscheduled overtime. (i.e., drug related to SIU, youth related juvenile, arson to investigators with specialized training in that area, death investigations and crime scene processing to forensics). If the case does not require a specialty then the division wide seniority list excluding forensics should be used. In the event that shift cannot be filled voluntarily, the least senior officer working the preceding shift may be held over.

B. Scheduled Overtime - Scheduled overtime is defined as overtime, which is known to exist more than 16 hours prior to the shift in question. Scheduled overtime in the Investigation Division is to be offered to the investigators within the affected shift first, by divisional seniority. If that does not fulfill the Town's needs then the division seniority list by seniority shall be used. For the Patrol Division, scheduled overtime is to be offered to the officers on the affected shift first, by seniority. If this is insufficient, the division seniority list by seniority will be used.

C. Detail Overtime - As regards to the detailing of personnel, the parties agree that long term overtime details will normally be implemented by giving the opportunity to the affected shift first, and then by applying divisional seniority. In certain situation, where the Chief can establish a compelling need for an officer(s) with special qualifications or training, that officer(s) may be selected without adherence to the principle of seniority.

D. With respect to Unscheduled, Scheduled, or Detail overtime within rank, if the overtime cannot be filled as set forth in paragraphs A B or C, above, then it opens up to officers within that rank working outside the division, by department wide seniority.
E. Supplemental Service Overtime - Supplemental Service Overtime is defined as overtime in which the Town is reimbursed for overtime costs by a third party who has requested police officer(s) services. Supplemental Service overtime will be allocated by the Supplemental Service Overtime Committee. The Chief of Police is responsible for the management and the financial and budgetary aspects of all overtime. The committee is to be comprised primarily of members of the PBA, but members of the administration shall also serve on the committee. The committee shall meet as required. The committee is not required to adhere to paragraphs A or B above nor any other provision of this contract in its determination of how to allocate vendor overtime. This committee may also be utilized to develop and clarify procedural issues (i.e., notification procedures for late notice details) which may develop under paragraphs A or B above. When dealing with such issues, however, the committee does not have the authority to change the substance of paragraphs A or B above.

Regarding eligibility for overtime, the following shall apply:

A. Should an employee be out on sick leave (exclusive of medical appointments or when released from long-term disability) he/she is not eligible to work for overtime for the next 24 hours, starting from the beginning of the shift on which he/she was sick. In addition, if an employee works overtime any time in the twenty-four (24) hour period prior to the shift he/she is scheduled to work and calls in sick, he/she will be paid at straight time rate for the extra shift.

B. Officers are eligible to work overtime during pre-scheduled vacation blocks of 5 Personal Service Days or more. In the event an officer takes individual Personal Service Days off that are not “scheduled” vacation, he or she shall not be eligible for overtime on the shift which he normally works on that individual Personal Service Day.

The PBA agrees that the Town shall not be liable in the event an officer is passed over accidentally for overtime while on vacation, as long as scheduling is handled by a member of the PBA’s bargaining unit.

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal Law.

ARTICLE 18

PERSONAL SERVICE TIME

Personal Service Time will be earned at the rate described below for each full pay period.

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>TOTAL HOURS EARNED PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Employees</td>
<td>136 Hours (17 Days)</td>
</tr>
<tr>
<td>After 1 Year</td>
<td>184 Hours (23 Days)</td>
</tr>
<tr>
<td>After 2 Years</td>
<td>224 Hours (28 Days)</td>
</tr>
</tbody>
</table>

13
After 3 Years | 264 Hours (33 Days)
---|---
After 5 Years | 312 Hours (39 Days)
After 13 Years | 320 Hours (40 Days)
After 15 Years | 328 Hours (41 Days)

Accruals will be reflected on the employee’s bi-weekly attendance log.

Each full-time Police Officer shall be entitled to receive Personal Service Days, as hereinafter set forth, at the rate prescribed above.

All Personal Service Time requests must have Department Head approval and the Town has the right to schedule time-off at such times as it deems to be consistent with the orderly and efficient performance of its functions and services, giving consideration, where feasible, to employee requests on a seniority basis within the department. All officers shall be allowed to take their personal service time in units of one (1) hour each, subject to all other restrictions in the contract.

Subject to the provisions of the previous paragraph, where feasible, the Town will endeavor to arrange time-off so that individuals requesting single Personal Service Days will be accommodated, provided that such request will be made in writing two (2) days prior to the requested time-off, and authorization of these Personal Service Days will be the sole discretion of the Department Head. It is understood that said requests may be made on less than 2 days notice but the Town is under no obligation to grant the request. The Town will allow four (4) officers off per shift whether those officers are off for vacation, comp time or personal service days.

Commencing January 1, 1993, each Patrol Sergeant shall have six days per year when he is allowed a personal service day off even though it will cause an “overtime situation”. An “overtime situation” for the purpose of this paragraph is a situation where one of the three sergeants regularly scheduled for duty on a particular day is out on a regular day off and the second sergeant is off on a personal service day. The third sergeant then requests a personal day for the same day, even though it will cause an “overtime situation”. Once the sergeant’s supervisor determines this would create overtime, he shall then ask the requesting sergeant if he would like to apply one of his six days. If the Sergeant chooses to apply a day, the Town must allow said Sergeant that day off if he has not used up his six days off that year. The only exception would be if the Town couldn’t get any other Sergeant to work overtime that day.

This allocation system will not change the current practice of pre-signing the vacation schedule and pre-approving individual personal service day’s 30 days prior to the start of a vacation period. This system will only be in effect when there are currently three sergeants actively assigned to a given shift.

Personal Service Time may be accumulated from one year to the next with total maximum accumulation of 60 days.

Any employee injured off the job who is not absent because of a Workers’ Compensation or 207-c injury will cease accumulating Personal Service Time, after being off more than thirty (30) working days. However, if the employee returns to work on a part-time basis for any amount of time then said employee is entitled to all benefits, including the accumulation of Personal Service
Time. Employees on authorized leaves of absence without pay will not accumulate Personal Service Time until they return to work.

Employees absent due to a Workers’ Compensation or GML 207-c injury or illness will continue to accumulate Personal Service Time for a maximum total accumulation of 480 hours.

All terminated officers will be allowed to receive compensation for Personal Service Time and compensatory time “on the books” as of the date of termination. Compensation for a maximum of 60 personal service days may be received.

Any officer that notifies the Town in writing a minimum of 12 months in advance of his/her retirement date shall have the 60 personal service day restriction lifted during the final year of employment.

Upon notification of the officer’s intended date of retirement, if the officer has over 480 hours of Personal Service Time on the books, on the date (1) year prior to retirement, then the amount of hours over the 480 will be taken out of Personal Service Time and put into a slot called “Police Retirement Overage”. The amount of time in this category must be used within one (1) year of the date the officer notified the Town of his intention to retire. If this “Retirement Overage” is not used within the prescribed time, it will be forfeited. Personal Service Time will continue to accrue without penalty during the last year of employment.

In the event the officer does not retire as indicated, he/she will have 6 months from his/her promised retirement date to use up any time “on the books” in excess of 60 days, as scheduling allows. Any time in excess of 60 days left after 6 months will be bought out by the Town at 50% of the officer’s current pay scale (including longevity but excluding shift differential).

Each officer is required to use at least 20 Personal Service Days each year, including 14 holidays, except for the first three calendar years of employment and the last calendar year or any part thereof. Holidays may not be carried over from 1 year to the next.

For New Employees, Personal Service Time is accumulated from the first day of employment. They may not be taken until the Department Head has notified the employee that he or she has satisfactorily completed a probationary period or its equivalent trial period. (Five (5) days may be taken after 6 months of service with the approval of the Chief).

If employment is terminated by the Town or at the officer’s own volition either during or at the end of the probationary period, no compensation for the accumulated time shall be allowed.

In an effort to effectively and fairly schedule time off during the three vacation periods (January - April, May - September and October - December), the following procedures will be utilized.

Each eligible officer will be required to schedule time off during the three vacation periods (January - April, May - September and October - December) in 5 day increments according to the following schedule. The (5) five day vacation period shall be Monday through Sunday.

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>BALANCE OF DAYS TO BE TAKEN IN SINGLE DAY INCREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 months</td>
<td>1-Five Day Period 12 days</td>
</tr>
<tr>
<td>After 1 year</td>
<td>2-Five Day Periods 13 days</td>
</tr>
<tr>
<td>After 2 years</td>
<td>3-Five Day Periods 13 days</td>
</tr>
</tbody>
</table>
After 3 years  4-Five Day Periods  13 days
After 5 years  4-Five Day Periods  19 days
After 13 years  4-Five Day Periods  20 days
After 15 years  4-Five Day Periods  21 days

Once the schedule has been approved, cancellations will be allowed only in an emergency situation with approval of the Chief. If a five-day period becomes available, and an officer has enough additional time, he may request that period, by seniority within the shift. Approval of this time will not alter the existing schedule. If, after the above procedure is followed, the five-day period is still available, the days may be granted as single days, on a first come first serve basis.

According to the above schedule the number of single days an officer may take during the calendar year, is the maximum number available to him. Requests for single days may not be made more than (30) thirty days in advance of each of the vacation periods, however, during the two weeks prior to the thirty (30) days before a vacation schedule, all officers shall have the right to submit requests for personal service days during that upcoming vacation period. Those days off shall then be granted according to shift seniority. Other than those times mentioned directly above, all personal service days shall be granted on a first come first serve basis.

ARTICLE 19

RIGHT TO SWAP SHIFTS

It is also agreed that all members of the bargaining unit shall be given the right to swap shifts, upon written permission from a supervisor. Seniority for both members of the swap will be that of the least senior member. Investigators will have the right to swap their “on call” duty when approved by a supervisor. Supervisors will consider requests to swap shifts in an impartial and reasonable manner.

ARTICLE 20

SENiority

Except where otherwise provided, seniority shall prevail at all times in the Police Department. However, it is recognized that public safety shall not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

B. Within the General Patrol Unit, seniority by job title within a shift shall govern all blocks of personal service days (vacations). For all other Divisions and Units, Unit seniority by job title shall govern all vacations. For shift bidding (days off) during the year (i.e., when an opening is created due to promotion, reassignment or retirement), unit seniority within the shift shall control. Otherwise, seniority will be controlled by this Article and Article 17.

C. Department seniority shall be determined as of the date of the employees’ receipt of a permanent appointment to the Police Department. Sergeant seniority shall be
determined as of the date of their Civil Service promotion. If two or more officers are promoted on the same date, or receive permanent appointment on the same date, the employee holding the highest rank on the Civil Service Test shall be senior. Seniority for all units described in Article 16 and for any units subsequently created, shall begin with the effective day of assignment to that division. If an officer returns to the General Patrol Unit from any other assignment, department-wide seniority shall prevail. For an officer transferring or returning to a unit, that officer shall have the right to exercise their seniority if they return before the bidding is complete. If the officer does not, they must wait until the next bid before exercising their seniority.

D. SENIORITY DEFINITIONS
1. Unit Seniority is determined by the time, which a member has spent in that division in which the unit is part of.
2. Division Seniority means time served within the particular division to which the member is assigned and is specific to rank.
3. Department-wide Seniority (date of permanent appointment) means seniority throughout the entire department (which would be used in the event of a layoff).
4. Rank includes patrol officers, investigators and sergeants.

E. SERGEANT SENIORITY
Sergeants shall have seniority within rank; this seniority shall start with the day of the Civil Service Promotion to the rank of Sergeant. The seniority shall accumulate as long as they hold the rank of sergeant, no matter which division of the Police Department they are attached.

ARTICLE 21

GRIEVANCE PROCEDURE
A. Every employee in the bargaining unit shall have the right to present grievances in accordance with the procedure provided herein. A grievance shall mean a claim of violation, misinterpretation or inequitable application of any existing rule, procedure, law or regulation covering any other items which affects the "terms or conditions" of employment to members of the bargaining unit.

B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. The Union or any member of the bargaining unit shall have the right to present a grievance in accordance with the procedure provided herein.

C. Grievances shall be processed according to the following procedure and the aggrieved employee shall be present at all steps of the procedure. For any grievance which affects the terms and conditions of employment of members of the bargaining unit or the terms of this contract, the Union shall have the right to also participate:

- Step 1: An employee who claims to have a grievance shall contact his immediate supervisor within 5 days after the grievance occurs and request an informal discussion. Within 3 days, the immediate supervisor shall discuss the grievance with the employee, make such investigation as appropriate and render a decision.
Step 2: If the employee presenting the grievance is not satisfied with the decision of his immediate supervisor, he may within 5 days thereafter, state his grievance in writing to his Department Head. Within 10 days of receiving the grievance, the Department Head, or his designee, shall hold an informal hearing, if requested by the employee, and shall within 10 days thereafter state his decision in writing with all supporting reasons and shall furnish one copy to the employee who lodged the grievance and one copy to the employee's representative or to the Union.

Step 3: Within 5 days after receiving the decision, at Step 2, the grieved employee may, or the Union may, appeal in writing the decision in Step 2 to the Town Supervisor or his designee. The appeal shall be accompanied by a copy of the decision at Step 2 and shall include a written statement setting forth the specific nature of the grievance, the facts relating thereto and the objection to the decision in Step 2. Within 10 days after delivery of the appeal, the Town Supervisor or his Designee shall investigate the grievance, conduct an informal hearing, if requested by the employee, and communicate his decision in writing with the supporting reasons to the grieved employee, the employee's representative or the Union and the Department Supervisor.

Step 4: Within 25 days after receiving the decision at Step 3, if the Union is not satisfied with the decision of the Town Supervisor or his designee, the employee or the Union may submit this grievance to arbitration before a neutral Hearing Officer pursuant to the then pertaining voluntary arbitration rules and procedures of the New York State Public Employment Relations Board. The parties shall share equally the expenses of the Arbitrator and the Arbitrator shall be informed that he must render a decision within 45 days, which decision shall be given to both parties and to the Town Board. The decision and award of the arbitrator shall be final and binding.

ARTICLE 22

DISCIPLINE

1. An employee served with disciplinary charges under Section 75 and 76 of the Civil Service Law or the procedures set forth hereunder may elect to have the charges heard under Sections 75 and 76 or under the alternate procedure herein set forth. The employee's selection of one shall preclude the use of the other.

2. A disciplinary action or measure may be imposed upon an employee only for those grounds described in Section 75 of the Civil Service Law. Such disciplinary action or measures may consist of a written reprimand, suspension, loss of leave credits, fine, demotion or discharge. In cases where the Town is seeking a penalty of termination or a demotion in rank from Sergeant to Police Officer, the hearing shall be held before an arbitrator selected in accordance with the rules of the New York State Public Employment Relations Board (with both parties sharing costs equally), and in those cases the determination of the arbitrator shall be final and binding on all parties. In addition, the Town may suspend without pay a bargaining unit member during the pendency of a disciplinary proceeding where termination is sought for up to a six month period of time if the officer has been indicted by a grand jury.
(of any kind) and the crimes charged in the indictment have a direct relationship to the disciplinary charges.

3. Whenever the employer seeks imposition of any of the above, the employee shall be served a written notice of the specific charges being brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges including date, time and places. A copy of the charges shall be sent to the Union at the same time it is sent to the employee.

4. No disciplinary action or measure shall be imposed upon an employee until the conclusion of the proceeding under Section 75 and 76 or the alternate procedure set forth herein. An employee may, however, be suspended without pay pending the outcome of the disciplinary proceedings for a period not to exceed 30 days. Before any suspension begins, the disciplined employee, upon his request will be allowed to discuss the matter with his Union representative before he may be required to leave the premises of his duty assignment.

5. An employee against whom disciplinary charges are served under Section 75 of the Civil Service Law, upon receipt, shall have 8 days to answer the charges and to file with the Chief of Police a written election to have the charges heard by a hearing officer or an advisory arbitrator selected as hereinafter provided. If the employee selects the advisory arbitration, the procedures and standards under Section 75 of the Civil Service Law will apply.

6. When an employee chooses to elect to have disciplinary charges heard by an arbitrator within 5 days of the filing of the answer and election for advisory arbitration, the employee and his representative or the Union shall meet with the employer in an attempt to mutually select an agreeable third party who will hear the dispute. In the event that within five (5) days the parties are unable to agree upon a neutral third party to hear the dispute, then either party may apply to the New York State Public Employment Relations Board to seek a list of arbitrators who will be selected pursuant to the voluntary arbitration rules and procedures of the New York State Public Employment Relations Board which shall apply only to the selection process. The parties shall then choose an arbitrator and schedule a hearing within 45 days from the time that the New York State Public Employment Relations Board provides them with a list. The Arbitrator who they select shall be informed that he must render a decision within 45 days from the date of the end of the hearing.

7. The Arbitrator will determine whether the party is guilty or innocent of the charges being brought against him and if guilty, shall recommend the penalty.

8. The Arbitrator shall then send a copy of his decision and recommendations to the Town Board with a copy to both the employee and the Union. The Arbitrator's decision and recommendation of penalty shall be advisory only (except in those cases where the Town is seeking a penalty of termination or demotion in rank from sergeant to police officer) and the Town Board shall within 30 days after receipt accept, reject or modify the advisory recommendations of the Arbitrator and communicate said decision in writing to the employee and the Union.

9. The Town and the Union will share equally the fees and expenses of the advisory Arbitrator if the employee elects to have advisory arbitration.
ARTICLE 23

SHIFT DIFFERENTIAL

A shift differential for the duration of the contract shall be $.40 for A-Line, $.35 for C-Line, and will only be paid for hours worked (excludes vacation, personal service days and sick leave).

The Chief will determine the manpower needs of the department and will establish the number of positions needed on each shift, however, any new determinations will be done in accordance with union rights under the Taylor Law, if any. The following shift differential shall be paid for B and C-line eligible.

B-line eligibles shall be determined prior to the bidding of any shifts and shall mean those individuals with the highest seniority (as of January 1) who could fill the number of B-line positions established for that year (i.e. if there are 20 B-line positions, the 20 most senior officers would constitute B-line eligibles for that year).

C-line eligibles shall be determined prior to the bidding of any shifts and shall mean those individuals with the next highest seniority (as of January 1) who could fill the number of C-line positions established for that year (i.e. if there are 15 C-line positions, the 15 most senior officers after the B-line eligibles would constitute C-line eligibles for that year).

B-line eligibles who bid A-line will receive a 5% shift differential.
B-line eligibles who bid C-line will receive a 3% shift differential.
C-line eligibles who bid A-line will receive a 5% shift differential.

Any employee who is involved in training or is assigned, for any reason, to a shift other than his normal shift, shall continue to receive his normal shift differential (if any) for the duration of the assignment.

ARTICLE 24

HOLIDAY PAY

A. Any employee who actually works on Christmas Day, New Year’s Day, Thanksgiving Day, Memorial Day, Fourth of July, Martin Luther King Day, Labor Day or Christmas Eve Day (C-line) shall receive double time for all hours worked.

B. Any employee, who actually works in excess of eight (8) hours on a double time holiday, shall receive double time and a half (2½ times) for all times worked beyond the eight (8) hours.

This Article takes precedence over Article 17 regarding pay for all work performed on a holiday.

ARTICLE 25

UNIFORM AND UNIFORM ALLOWANCE

The Town shall pay for purchase, cleaning and repairing of uniforms and equipment of uniformed employees. Uniform officers shall be allowed to wear athletic footwear as part of their uniform. The Town and the PBA shall agree on one or several models of said footwear which may be worn. Any piece of equipment or article of clothing mandated by the Town to be worn, as part of the uniform shall be purchased by the Town. DETECTIVES - The annual clothing allowance shall
be $900.00 effective January 1, 2002 for all members of the Detective Division. In addition, there shall be no pro-rata payment of clothing allowance for detectives. Town shall also pay for cleaning and repairing of authorized clothing and equipment for detectives, as well as replacement of clothing damaged beyond repair during the course of duty as per the following schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suit</td>
<td>$80.00</td>
</tr>
<tr>
<td>Jacket</td>
<td>$60.00</td>
</tr>
<tr>
<td>Pants</td>
<td>$20.00</td>
</tr>
<tr>
<td>Shirt</td>
<td>$11.00</td>
</tr>
<tr>
<td>Overcoat</td>
<td>$90.00</td>
</tr>
<tr>
<td>Outerjacket</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

Officers assigned to the following positions are eligible to receive a $400 clothing allowance:

- One (1) Traffic Safety Sergeant
- Four (4) Community Service Officers
- Members of the Training Unit, including the Training Sergeant

Effective January 1, 2004, all clothing allowances shall be reimbursed to the employee, by the Town, upon presentation of receipt and claim for purchases. The clothing allowance will increase by the applicable sales tax (maximum of 8%) if actually paid by the officer.

Effective July 1, 2001, all Detectives, Detective Sergeants, Juvenile and Forensic Officers who are not normally required to wear uniforms shall be provided with at least one (1) complete uniform.

**ARTICLE 26**

**COURT TIME**

For any member of the bargaining unit who is not on duty and is required to attend any trial or hearing, the following procedures shall apply:

A. If the hearing or trial is in Colonie Town Court or if it is a hearing at the Motor Vehicles Department, then any employee required to attend shall be paid for a minimum of 3 hours at time and a half. If required to spend more than 3 hours, then the employee shall be paid for each additional hour at time and a half. The increase in court time compensation is to be effective September 1, 2007.

B. If the hearing or trial is in County, Supreme or any other Court aside from those mentioned in paragraph (A), then any employee required to attend shall receive a minimum of 3 hours' pay at the rate of time and one-half. If required to spend more than 3 hours, then the employee shall be paid for each additional hour at the same time and one-half rate.

C. The guarantee of a minimum number of hour’s pay, above, shall only apply if the assignment does not overlap the officer’s regular shift.
ARTICLE 27

EDUCATIONAL ASSISTANCE

Effective January 1, 1997, the Town will place $8,000 per term (two (2) terms per year) for the duration of this contract into a Fund from which the PBA will be able to draw for educational assistance. This will be the sole fund that police officers have to draw on for educational assistance. Said officers will not be entitled to the “Town-wide Education Reimbursement Program”. Procedures for drawing funds for educational assistance shall be as explained in the attached Exhibit “A”.

ARTICLE 28

POLICE RIGHTS

The officers of the Colonie Police Department shall, in addition to other previously enjoyed rights, have the following rights:

A. Members of the Colonie Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

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

C. The wide ranging powers and duties given to the Police Department and its members involves them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the department. These questions often require immediate investigation by superior officers designated by the Chief of Police or the Colonie Town Board. In an effort to insure that these investigations are done in good order and discipline, the following rules are hereby adopted:

1. All officers shall be granted his rights pursuant to the current decisions of the Supreme Court of the United States.

2. Unless the exigencies of the investigation dictate otherwise the interrogation of a member of the Department shall be at a reasonable hour and when the member of the Department is on duty. When, however, the exigencies of the situation dictate that a member of the Department be interrogated when he is not on duty, he shall:
   a) Receive straight time pay for all hours of interrogation held over beyond the end of his normal shift.
   b) If recalled, he shall receive straight time pay for all hours of interrogation, with a minimum of four (4) hours at the straight time rate.

3. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the Police Department or the location where the incident allegedly occurred.

4. The officer involved shall be informed of the nature of the investigation before any interrogation commences, or statement given.

5. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal
necessities, meals, telephone calls and rests periods as are reasonably necessary.

6. Any interrogation or questioning of the officer shall not be recorded mechanically or by a stenographer unless the officer is previously notified.

7. Counsel and/or representative of the Colonie Police Benevolent Association may be present during the interrogation of a member of the force if said member so requests.

ARTICLE 29

SICK LEAVE

When an employee in the negotiating unit is absent from work by reason of his own personal injury or illness and for no other reason, such employee shall be entitled to payment of his wages at his normal rate of compensation for the duration of such injury or illness but not beyond the terms of this contract, provided:

(a) that this benefit is not available for any absences due to injury or illnesses, which are (1) intentionally self-imposed, or (2) arise from conduct defined as misdemeanors or felonies.

If an officer is granted sick pay pending disposition of an alleged misdemeanor or a felony, and said officer is subsequently convicted, the Town will deduct 25% of the total amount of sick pay paid per paycheck until the total amount is satisfied.

Upon request by the Town, any employee who is absent from work because of a qualifying illness or injury will apply for payments under Workers' Compensation Insurance where applicable as soon as possible and in such cases the Town's obligation hereunder will be to supplement the Workers' Compensation Insurance payments by a sum sufficient to pay the normal base rate of compensation for the term required by this agreement.

The Town shall have the right at its option to have the Town Nurse or any other representative visit any employee absent on sick leave.

It is the intention of the parties to provide sick leave for those employees who are suffering from personal injury or illness only and such leave is not available for use for any other purpose.

Nothing contained in this contract or in any insurance or other benefit program maintained by the Town shall be deemed to entitle any employee to more than one day's straight time pay for one day's absence.

In the event that the Town makes supplemental payments pursuant to this Article and the employee thereafter recovers damages from any third party responsible for such disability, then the payment made by the Town shall constitute a lien on such recovery and the Town shall be entitled to reimbursement from such recovery.

Employees on sick leave shall not leave the boundaries of a 100-mile radius from Town Hall for more than 48 hours without the permission of either the Chief of Police or the Police Physician. If the Police Physician is associated with Latham Medical Group, then any physician's approval from that group will be sufficient. If approval is given by the Police Physician, then the Chief of Police must be notified at least 48 hours in advance.

Any officer claiming sick pay from the Town (compensation, disability or individual days) will forfeit his right to said sick pay for any day or days that said officer is employed other than by the Town and works outside his home. If an officer is released by his physician or the police
physician to perform light duty, the Town reserves the right to assign or not assign said light duty as it sees fit. Once an officer is released to light duty the above condition does not apply.

All sick leave requests resulting in 5 or more days of absences may be reviewed by the police physician.

The reporting of sick leave requests shall be done in this manner: All officers must personally contact the Duty Lieutenant or Sergeant prior to the beginning of the shift, with as much advance notice as possible. If the Duty Lieutenant is unavailable, the officers shall leave a message to call back when available. If the absence is anticipated to be in excess of three (3) days, notification must be made to the Chief or his designee. Absences of five (5) days or longer require a minimum contact with the Duty Lieutenant of Sergeant of once per week.

Should an officer on sick leave status be released to light duty by the police physician, he shall report to his Duty Lieutenant for assignment of work on his normally assigned shift.

Any officer presenting a fraudulent sick leave claim is subject to disciplinary action up to and including discharge.

**Tardiness/Abuse of Sick Leave**

It is understood that excessive tardiness or the abuse of sick leave, among other things, may constitute just cause for discipline and it is the responsibility and intent of the Town to take corrective action. A pattern of sick leave use, such as before or after scheduled days off, before or after holidays, or taking a sick day that has previously been denied for Personal Service Time will be considered in determining abuse of the sick leave benefit that warrants corrective action and discipline.

**ARTICLE 30**

**LEGAL DEFENSE**

The Town shall provide legal defense for officers and indemnification for compensatory damages awarded in any civil action or proceeding in any state or federal court arising out of any alleged act or omission of said officer, provided that the Town determines that such act or omission occurred while the officer was acting, or in good faith purporting to act, within the scope of his/her public employment or duties. The Town shall also, in accordance with Local Law 12 of 1980 as amended, provide legal defense for officers and indemnification for punitive damages awarded in any civil action or proceeding in any state or federal court.

The Town shall make a determination of whether the officer was acting, or in good faith, purporting to act, within the scope of his/her employment as soon as practicable after the presentation of suit. Such determination shall be made after a full investigation into the allegations of the complaint. Said investigation is to be conducted by the Town Attorney’s office, with the assistance of such other individuals as maybe reasonably necessary. The officer involved may, at his/her request, have assistance of PBA counsel and/or counsel of his/her choice in the course of the investigation, as to the scope issue, at the expense of said officer. Said officer or his/her counsel shall be consulted with and kept apprised of the progress, throughout the course of said investigation. The Town shall notify the officer and the PBA counsel of its determination of its scope issue as early in the litigation as possible but no later than 30 days after the Town has submitted an answer to the complaint.

If the Town determines that the officer was not acting within the scope of his/her employment, the Town shall bear no legal expense, nor shall it indemnify the officer for any
judgment against the officer, subject to any subsequent court determination that the officer was, in fact, acting within the scope of his/her employment.

If the Town determines that the officer was acting within the scope of employment, the Town shall provide for the legal defense of said officer through the Town Attorney's office, or outside counsel designated by the Town Attorney's office. In the event the officer chooses not to have the Town provide for his/her defense, then the officer shall bear all expenses for his/her legal defense and shall pay any and all judgments and expenses arising out of such action or proceeding.

Upon a determination that the officer was acting, or in good faith purporting to act, within the scope of his/her employment and upon the election of the officer to accept the legal defense by the Town, the Town shall waive any and all potential claims against the officer, subject only to a finding of non-cooperation of the officer in his/her defense or the defense of the Town.

The employee must deliver to the office of the Town Attorney the original of any summons, complaint, process, notice, demand or pleading within 72 hours after he/she is served with such document. The Town Attorney shall take the necessary steps, including retention of outside counsel on behalf of the employee to avoid entry of a default judgment, pending resolution of any question relating to the obligation of the Town to provide a defense. The officer may elect at any time to be represented by counsel of his/her own choice, but in that event, the cost of such legal defense shall be borne by the officer.

During the course of litigation, and assuming that the officer has not chosen the PBA counsel to represent him/her individually, the PBA counsel shall be kept apprised of the status of the litigation, which shall, upon request of the PBA, include an opportunity to discuss said status and to review appropriate documents relating thereto. As a manner of keeping PBA Counsel apprised of pending litigation, copies of all notices of claim, and summons and complaints will be forwarded to PBA Counsel upon receipt.

ARTICLE 31

MANAGEMENT RIGHTS

It is agreed that the Town retains, reserves unto itself and its duly elected officials, except as expressly limited by this Agreement, all of the authority, powers, rights and responsibilities conferred upon, invested in it and its officials by law, ordinance or applicable administration rule or regulations including, but not limited to, the right to determine the mission, purposes, objectives, programs services and policies of the Town; to determine the facilities, methods, means and number of personnel required for conduct of Town programs; to administer all personnel policies, including but not limited to, examinations, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, to deploy, utilize and determine the size of the work force; to contract for, and to continue to contract out in areas where the Town is presently so doing, to initiate or terminate work of any type or nature; to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions and to lay off, demote, discharge or otherwise discipline employees in accordance with law and the provisions of this Agreement and to relieve employees from duties because of lack of work, shortage of funds, reorganization, to maintain the efficiency of its operations and to take whatever action it may deem necessary in situations of emergency; provided, however, that the actions taken by the Town to handle said emergency shall be the proper subject matter of grievances, if any PBA member or the PBA feels that they have had their essential
contract rights abridged unfairly. Provided, however, that none of the above language takes away the right of the Union to negotiate the impact of any decision made under this clause.

ARTICLE 32

LOCKER SEARCHES

It is agreed that the PBA members have some amount of privacy as regards their personal lockers, therefore, the Town agrees that there will be no opening or searching of these lockers without notifying a representative of the PBA and giving him the opportunity to be present.

ARTICLE 33

WEAPONS TRAINING

The Town of Colonie and the members of the Colonie Police Department agree that members of the Police Department should be competent in the use of their off-duty weapons when they qualify with their duty weapons. The Town will supply ammunition to such off-duty weapons if such ammunition is a stock item. Due to the increased demand for supplemental weapons training by both the Town of Colonie and members of the Police Department, the Town agrees to supply the following weapons training:

a) First qualification will be done on duty time with stock ammunition supplied by the Town.

b) Failure to qualify on the first qualification attempt, the Town agrees to supply training on duty time, qualification on duty time and stock ammunition supplied by the Town.

c) Failure to qualify on the second attempt, the Town agrees to supply only the stock ammunition.

The Range shall be open one day per month and a range officer assigned from 11:00 A.M. to 7:00 P.M. so that officers may practice firearms. The day shall be rotated monthly.

ARTICLE 34

TRAINING FACILITY

The Town agrees to supply space for all Police Officers to use as an exercise room, and to keep said room maintained.

ARTICLE 35

HANDCUFFS

The Department shall make optional a second set of handcuffs to all members of the Department. The carrying of the second set shall be optional with the employee but, in the event the employee chooses to carry said set and wear it on his person, he must carry it in the special case, which will be issued to him by the Town.
ARTICLE 36

ASSOCIATION LEAVE TIME

The President of the Association shall have reasonable time allowed, for Association business. This shall be in addition to any time, which he is required to spend in negotiations or in the handling of grievances or arbitration. He shall also have the right to send three (3) delegates to the annual PBA convention in addition to the President. In the event that the President of the PBA is unable to attend the monthly P.C.N.Y. meetings or the P.C.N.Y. convention, he may choose a designee who shall be given time off to attend said events.

Upon prior written notice, as to the members of the official negotiating team, no official member shall suffer loss of pay for attendance at union/management negotiating meetings or for reasonable time immediately prior to negotiation meetings to meet amongst themselves or with their attorney.

Conditions permitting, those officers on duty at the time of the regular monthly PBA meeting may be allowed time to attend the meeting with the permission of the Chief or his designated representative.

FUNDRAISERS - January of each year, the PBA will send a letter to the Town Board requesting approval for any fund raising activities to be conducted during the calendar year. The letter should contain a brief explanation of the activity and the dates involved.

a) Family Picnic - Conditions permitting, the official committee in charge of the family picnic shall be allowed time off, without loss of pay, to attend this function. Permission from the Chief is required, and no more than two men per shift will be affected.

b) Installation Dinner - Conditions permitting, incoming and outgoing members of the PBA Board shall be allowed time off, without loss of pay, to attend this function. Permission from the Chief is required, and no more than two men per shift will be affected.

ARTICLE 37

SAVING CLAUSE AND SEVERABILITY

This agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications will continue in full force and effect.

ARTICLE 38

SALARY

Effective and retroactive to January 1, 2009, each member of the bargaining unit will receive a 3.25% raise. Effective January 1, 2010 each member will receive a 3.25% increase. Effective January 1, 2011, each member shall receive a 3.25% increase.
Salary Schedule:

<table>
<thead>
<tr>
<th></th>
<th>January 1, 2009*</th>
<th>January 1, 2010*</th>
<th>January 1, 2011*</th>
</tr>
</thead>
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<tr>
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<tr>
<td>3.</td>
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<tr>
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<td>6.</td>
<td>$71,554</td>
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</table>

Traffic Safety Unit/Detectives

Sergeants

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<tr>
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<th>January 1, 2009*</th>
<th>January 1, 2010*</th>
<th>January 1, 2011*</th>
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</thead>
<tbody>
<tr>
<td>$74,071</td>
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<td>$78,964</td>
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<tr>
<td>$79,007</td>
<td>$81,575</td>
<td>$84,226</td>
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</tr>
</tbody>
</table>

*Effective pay cycle which incorporates January 1st.

On the anniversary date of his entry into service with the Police Department of the Town of Colonie, each employee shall move from one step to the next higher step. This shall be done each year until the employee reaches top grade patrolman.

Patrol Sergeants' Show Up Time - The Town agrees to pay Sergeants show-up time at a rate of $750.00 per year, to be paid quarterly each year. Patrol Sergeants agree to work eight hours and fifteen minutes each day by reporting fifteen minutes earlier than they normally would on their shift. If more than one Sergeant is working a particular shift, only one Sergeant must come in early, and the others may work their normal shift.

Effective January 1, 2004, the current show-up responsibility and pay of $750.00 per year will be extended to the three detective sergeants, one traffic sergeant and one training sergeant.

ARTICLE 39

ON CALL TIME

The schedule in existence on January 1, 1990 for Detective and Juvenile "on call" shall remain in effect for the duration of this contract. Effective January 1, 2009, members of the Detective, Juvenile, or Traffic Safety Unit who are placed on-call shall receive the sum of $2.50 per hour for each hour that they are assigned to be on-call and Detective Sergeants and Traffic Safety Sergeants shall receive $3.00 per hour for each hour on-call. The on-call schedule effective as of January 1, 2009 shall provide for 93 hours of on-call pay per week. The Town reserves the right to decide when these officers shall be placed “on call”.

No Detective or Juvenile Investigator shall be placed on call for anytime during which he is on vacation or off on personal service day, nor is it the intent of the Town to place said individuals on call for the time period from the end of their normal work week until they begin work the
following week and such will be done only in the event of an emergency when no other option is available.

On call will remain as it exists and is separate from scheduled or unscheduled overtime. Forensics and Traffic will continue to have their individual on call processes. The remainder of the Investigation Division will continue to share their call on a rotating, night by night, basis.

**ARTICLE 40**

**FIELD TRAINING PROGRAM**

The Town has initiated a Field Training Program for all “Rookie” Officers. Field Training Officers are assigned to the Field Training Program by the Chief at his discretion. The general duties of the officers assigned field training responsibilities are to teach, evaluate and make recommendations to the Chief as to the progress the new officer is making, during his training period. The time period a new officer is assigned to a Field Training Officer is the sole discretion of the Chief. When a Field Training Officer has a “Rookie” assigned to him, he will be compensated at the rate of $15.00/day (as well as $10.00/day meal allowance) for each day spent in training with the new officer. When the Chief decides the Field Training Program for the “Rookie” is complete, and the new officer is given an assigned shift, the Field Training Officer will cease to draw compensation. From this point on, neither the Field Training Officer or any other officer will be eligible for compensation. If during the Field Training Program a Field Training Officer is absent, and a “Rookie” is temporarily assigned to another officer, that officer is not eligible for compensation.

Any Field Training Officer who attends the regular monthly meetings of field training officers and said meeting is held outside of his normal working hours, he shall be compensated at the rate of time and one half for attendance at said meeting.

**ARTICLE 41**

**CONTINUATION OF BENEFIT**

All terms and conditions of this Agreement and any benefits arising therefrom shall continue until December 31, 2011 and for any subsequent period beyond that until the parties have arrived at a subsequent contract.

**ARTICLE 42**

**DAMAGE AND OPERATION OF TOWN VEHICLES AND EQUIPMENT**

Effective January 1, 1990, the Accident Review Board will review all accidents with Town vehicles, as well as any damage to Town property. The purpose is to investigate the circumstances surrounding the accident or damage, to determine if said incident occurred through negligence. If the employee is found to have been negligent, he/she will be liable to 50% of the damages up to total maximum of $350.00 as determined by the Town.
ARTICLE 43

COMPENSATORY TIME

Any officer who is eligible for time and one half overtime pay for overtime hours worked, shall also be eligible for compensatory time at the rate of time and one-half. Effective November 4, 1991, the Town shall revert to its policy of allowing police officers the choice of either receiving pay at time and one half for overtime hours worked or to be eligible for comp time at the rate of time and one half.

As of November 4, 1991, all officers shall be allowed to retain the number of compensatory hours of time they have at that date. Those hours may be maintained and saved for payment at termination or retirement. From November 4, 1991 on, officers shall only be allowed to accumulate 240 hours of compensatory time and any of this time must be utilized before termination or retirement and will not be compensated for in cash.

As an example, if an officer has 300 hours of comp time on November 4, 1991, he shall be allowed to save that time. He can then earn up to 240 hours more of comp time, which he must use during his time on the department or he loses it.

Training instructors shall receive time and one-half in compensatory time for any hours worked over eight hours in a single day or over 40 in a single week.

ARTICLE 44

AMERICANS WITH DISABILITIES ACT COMPLIANCE

With respect to any Town attempt to forge a reasonable accommodation in accordance with the provisions of the Americans with Disabilities Act, and any regulations issued pursuant thereto, the Association shall endeavor to assist the Town in achieving any such accommodation; provided, however, no provision of the contract shall be breached without specific waiver of the Association.

ARTICLE 45

CIVIL SERVICE LAW SECTION 73 PROCEDURE

In the event that the Town Board feels that an employee may be in violation of Section 73 of the Civil Service Law, they shall give said employee thirty (30) days in which to come into compliance with said law. In the event that the employee does not come into compliance with said law, the Town Board shall have the right to remove the employee pursuant to Section 73. The procedure outlined below shall be applied.

1. The Town shall approach the PBA about an agreement on a hearing officer to preside over said hearing. In the event that the Town and the PBA cannot, within ten (10) days, agree on a hearing officer, the parties shall request a list of potential appointees from PERB and shall strike names from the list alternatively, until only one remains.

2. Upon the appointment of the independent hearing officer, the Town shall give a written notice to the employee setting forth the alleged circumstances and notify him of the date of the hearing.

3. At the hearing, the employee shall be entitled to all due process rights, including the right to counsel, and the Town shall have the burden of proving that the employee is in violation of Section 73 of the Civil Service Law.

30
4. The finding of the hearing officer will be final except that either party may seek review of the finding pursuant to Article 78 of the CPLR.

ARTICLE 46

PROCEDURE FOR THE ADMINISTRATION OF 207-C OF THE GENERAL MUNICIPAL LAW FOR THE POLICE DEPARTMENT OF THE TOWN OF COLONIE

Intent

In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-C of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the Town of Colonie, and the public, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-C. The term “police officer,” as used herein, shall include all sworn members of the Police Department.

Notice of Disability or Need for Medical or Hospital Treatment

A police officer who alleges to be injured in the performance of duties or who alleges to be taken sick as a result of the performance of duties shall give notice to the Chief, or the Chief’s designee, as soon as possible, but at least within twenty (20) days of any incident causing injury or sickness. If the police officer is unable to give such notice due to his own physical inability, or is unaware that said incident will in the future give rise to such an injury or sickness, then the police officer shall give notice within twenty (20) days from the time that he reasonably should have known that an incident would give rise to a claim for benefits under 207-C.

All Police Department members shall be given a form to aid in the administration of this provision and to make them aware that they should give this notice as soon as possible, but, at any rate, no later than twenty (20) days from the time they become aware of such incident. However, technical notice rules (such as mailing the notice on the 18th day and receipt by the Town on the 22nd day) shall not apply to the determinations made under this article. Therefore, if the department becomes aware by other means, or is not prejudiced by the failure of the police officer to give notice, then it shall have no bearing on the determination of the officer’s right to 207-C claims.

In the event of a reoccurrence of either an injury or an illness which gives rise to a 207-C claim, the police officer should again give notice as soon as possible, but no later than twenty (20) days from the date when he should have been aware of the fact that the reoccurrence may possibly call for a 207-C claim to be submitted. In the event that further medical verification is deemed necessary, a police officer will submit to any medical examination as required by the Chief of Police in order to aid the department in its determination of the verification of such injury or illness. Once again, as in the original injury or illness, no technical rules of notice shall be used to obstruct the true meaning of this section. As long as the department is not prejudiced by the failure to give notice, it will have no effect on the officer’s right to claim benefits pursuant to Section 207-C.

Status pending Determination of Eligibility for Benefits

In the event a police officer asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-C. In the event a police officer is determined to be eligible for Section 207-C, all sick leave
benefits that may have been used during the time that his/her status was pending a determination of eligibility shall be restored to said police officer.

**Benefit Determinations**

An application for the benefits of Section 207-C of the General Municipal Law shall be processed in the following manner:

The Chief, or the Chief's designee, shall promptly review an application timely made and any other pertinent documents or evidence available. Should he or she determine that the police officer was injured in the performance of duty or that the police officer was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Chief, or the Chief's designee, shall, pursuant to Section 207-C, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the Town of Colonie, through the health insurance provided to the police officer, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. A written notice of such determination by the Chief, or the Chief's designee, shall be provided to the police officer, placed in the officer's personnel file and provided to the Town's Claims Investigator, within forty-five (45) days from application.

The payment of full salary or wages may be discontinued as provided by Section 207-C. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of a police officer or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.

In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

The Chief, or the Chief's designee, shall promptly inquire into the fact(s) surrounding the matter at issue. A police officer may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, the Chief, or the Chief's designee shall make a decision on the basis of medical evaluations and other information as may be available or as may be provided by the police officer. A police officer or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Chief, or the Chief's designee, shall have the authority to employ medical specialists and other appropriate medical personnel, may at reasonable times and for reasonable notice, require the attendance of the police officer or any witness to an incident to secure information; may require the police officer to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

The Chief, or the Chief's designee, shall make a determination, within forty-five (45) days, as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. A police officer shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a police officer or his/her representative, a copy of any document used by the Chief, or the Chief's designee, to determine initial or continued eligibility for any benefits afforded by Section 207-C shall be made.
available. In the event a police officer is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in paragraph 6 of this procedure.

**Assignment to Light Duty**

As authorized by the provisions of Subdivision 3 of Section 207-C, the department, acting through the Chief, or the Chief’s designee, may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Chief, or the Chief’s designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-C that his/her ability to perform a light duty assignment is being reviewed. Such a police officer may submit to the Chief, or the Chief’s designee, any document or other evidence in regard to the extent of his/her disability. The Chief, or the Chief’s designee, may cause a medical examination or examinations of the police officer, to be made at the expense of the employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the police officer’s ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief’s designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A police officer will not be assigned to a different shift except that line and C line officers can be assigned to B line for light duty purposes with the consent of the police officer. Pursuant to Section 207-C, if the police officer refuses to perform the designated light duty assignment, his/her benefits shall be discontinued.

**Outside Employment**

Officers who are receiving benefits pursuant to Section 207-C will not be allowed to engage in outside employment which will impair his or her ability to return to full duty as soon as medically possible. In the event the Town denies an officer the right to engage in outside employment while on 207-C, the officer shall have the right to appeal said decision and to have the appeal determined pursuant to the arbitration section of the 207-C Procedure.

**Appeal of Adverse Final Determinations**

In the event that a police officer disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she, within ten (10) days of the receipt of the determination, shall present to the Chief, or the Chief’s designee, a written request for a hearing specifying any exceptions to a determination. Within 20 days after receiving such a request for a hearing, the Town and the PBA, if unable to agree upon the designation of a hearing officer, will jointly petition the Public Employment Relations board for a list of arbitrators pursuant to its grievance arbitration process. Each party can request one new list in accordance with existing practice. The designated arbitrator shall function as a hearing officer and shall conduct a hearing pursuant to Article III of the State Administrative Procedures Act. The decision of the hearing officer shall constitute a recommendation to the Town Board who shall either accept the recommendation or make a final contrary determination in writing. Such determination shall be based upon the hearing record and shall be conveyed within 45 days of receipt of the hearing officer’s recommendation. Such a determination shall be based upon the hearing record and shall be promptly conveyed to the police officer.
A judicial challenge to a final determination made pursuant to this procedure may be brought pursuant to Article 78 of the Civil Practice Law and Rules.

In the event the Department deems it in the best interest of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Sections 362, 363 and 363-C of the New York State Retirement and Social Security Law.
The Parties do hereby agree to said terms from January 1, 2009 to December 31, 2011.

THE TOWN OF COLONIE

DATED: 2/1/10

BY: Paula A. Mahan
Town Supervisor

COLONIE POLICE BENEVOLENT ASSOCIATION

DATED: 2/19/10

BY: [Signature]
Thomas McLaughlin
Unit A President
APPENDIX 1

Town of Colonie

Drug Testing Plan

For

Police Department Employees

1-11-10
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PROHIBITIONS

Employees must not:

Use prohibited drugs.

Report for duty or remain on duty when the employee is impaired by alcohol or drugs, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties.

Refuse to submit to any required test.

Adulterate, substitute or dilute any required specimen.
DEFINITIONS

SPECIMEN: A specimen that contains a substance that is not expected to be urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

DESIGNATED EMPLOYER REPRESENTATIVE (DER): A designated employee or individual(s), including designated members of Internal Affairs, identified by the employer able to receive communications and test results directly from medical review officers BATS, screening test technicians, collectors, and substance abuse professionals and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

DILUTE SPECIMEN: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

HEALTH AND HUMAN SERVICES (HHS): The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

MEDICAL REVIEW OFFICER (MRO): A person who is a license physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

SUBSTANCE ABUSE PROFESSIONAL (SAP): A person who evaluates employees who have violated this Drug & Alcohol Testing Plan and makes recommendations concerning education, treatment, follow-up testing, and after care.

SUBSTITUTED SPECIMEN: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

COLLECTOR: Any representative from a certified laboratory or company authorized by the Town of Colonie to collect specimens.

PROHIBITED DRUGS: Any controlled substance as defined in the NYS Penal Law and Marihuana. Prohibited Drugs do not include legally prescribed drugs.

REASONABLE SUSPICION: The quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts, and the logical inferences and deductions that can be drawn from those facts.

Reasonable Suspicion may be based upon, other matters: observable phenomena, such as direct observation of and/or the physical symptoms of using or being under the influence of prohibited drugs such as, but not limited to: slurred speech, disorientation, a pattern of abnormal conduct or erratic behavior, or information provided either by reliable and credible sources or which is independently corroborated. The Department will not test solely on the information of detainees or anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.
IMPAIRED BY ALCOHOL: Impaired by alcohol as defined in Section 1192.5 of the New York State Vehicle and Traffic Law.

TYPES OF TESTING:

PRE-EMPLOYMENT TESTING - Conducted before applicants are hired.

RANDOM TESTING - Conducted on a random unannounced basis. A maximum of twenty percent (20%) of all employees will be tested for use of prohibited drugs on a random basis each year. No employee shall be randomly tested more than three (3) times in a calendar year. Tests must be unannounced and spread throughout the calendar year. The Town shall make arrangements for employees working the evening shift or night shift to be tested during normally scheduled working hours.

REASONABLE SUSPICION TESTING - Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of impairment by alcohol, prohibited drugs, or prescribed drugs. The Town will require that two (2) supervisors or department officials verify and document the behavior.

RETURN TO DUTY TESTING - A Public Safety employee is held to a high standard regarding a violation of this Plan. An employee who tests positive can expect severe disciplinary action. Certain circumstances may warrant a return to duty. The “Return to Duty” test is conducted prior to a return to duty after an individual has tested positive for prohibited drug use. The employee shall undergo a "Return to Duty" (the same as a Random Test) drug test with a verified negative result, after completion of any recommended treatment program or action.

FOLLOWUP TESTING - Following a positive test and subsequent return to work, unannounced follow-up drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first 12 months. An employee may be subject to follow-up testing for up to 60 months after return to duty upon the recommendation made by the Substance Abuse Professional. Employees who seek voluntary assistance subsequent to notification of a required test shall still be required to submit to such test and will remain subject to discipline upon a positive test result.
TESTING PROCEDURES

RANDOM DRUG TESTING - Employees will be tested at a designated testing facility. Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). The Town may suspend the employee without pay for up to thirty days (unless additional disciplinary measures are agreed to by the parties or ordered by a disciplinary Arbitrator, under section 75 of the Civil Service Law or applicable collective bargaining agreement provisions). However, if the employee requests a test of the split sample, the employee will be treated as if on paid leave until the second test comes back positive. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

In order to ensure anonymity and fairness the Police Department shall provide a list of Computer Identification Numbers (CID) for every employee by shift, to the designated testing facility annually.

- The designated testing facility shall randomly select three (3) CID numbers by shift every month and provide these CID numbers directly to the Chief of Police or his designee (DER). These numbers will be recorded in order (1st, 2nd, 3rd), and shall include all Police Department employees subject to random drug testing.
- The Chiefs Designee (DER) shall then advise the employee whose CID number was selected first that they shall be tested. If the first employee is not scheduled to work that particular day then the second CID number shall be utilized to test the second employee. If this employee is not scheduled then the third CID number shall be utilized to test the third employee. If all three employees selected are not scheduled to work that day, the list shall be held for 30 days until one of the selected employees works a scheduled shift.
- The designated facility shall randomly select the shift every month.
- Due to the necessity of making special arrangements for designated testing facility personnel to be available to test A-Line employees, the Police Department shall have a reasonable amount of time to schedule such test after notification. Factors such as the availability of designated facility personnel may be considered when determining what a reasonable amount of time is.
- After testing is completed the Chiefs Designee (DER) shall provide the MRO of the designated testing facility with phone numbers for the three names selected for testing. The designated facility's MRO will only use these numbers in the case of a positive test.
- In the case of a positive test, the MRO shall directly contact the employee who tested positive and attempt to ascertain if any conditions existed which could cause a false positive.
- If the MRO believes that there may be a legitimate cause, condition or prescribed medication that may be responsible for a false positive, then the test shall be deemed to be negative.
- Employees will be given the opportunity to present any documentation of such prescriptions or other causes to the MRO. All such information shall be confidential.
- The MRO shall notify the Chiefs Designee (DER) when a test is deemed positive after his investigation.
REASONABLE SUSPICION TESTING - Employee must be transported to the testing facility for his or her drug test. Upon completion of the testing the employee will be transported home and will be removed from job duties until the results are received by the (DER). The employee will be treated as if on paid leave at that time.

Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits. Upon receipt of a positive test result from the Medical Review Officer (MRO) - The employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. (See "Test Results")* Before returning to work the employee must successfully complete the recommended course of treatment (rehabilitation). This rehabilitation shall be within the current health care provider’s coverage. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result. However, the employee may be suspended from the payroll at this time for a maximum of 30 days. After that he must be returned to the payroll even if not returned to duty, unless and until a different penalty is decided pursuant to the disciplinary procedures.

FOLLOW UP TESTING - Positive test results require the employee to submit to a minimum of six (6) random follow-up tests for drug use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

POSITIVE TEST RESULTS

All records are considered confidential and will not be shared with other employees. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO) and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her use of drugs or alcohol, including any test records. If a covered employee initiates a grievance, hearing, lawsuit or other action, the Town may release this information to the relevant parties within legally prescribed guidelines.

MEDICAL REVIEW OFFICER RESPONSIBILITIES

Performing the Notification Procedure

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must provide an opportunity for the employee to give an alternative explanation for the positive test result. The MRO will be provided with the day and/or evening phone numbers and names of employees by the DER after testing. The MRO shall make reasonable efforts over a period of at least 24 hours to contact the employee. The MRO may seek the assistance of the DER to make contact with the employee.

Document the attempts to contact the employee with dates and times.

Contact the Designated Employer Representative (DER).

Information provided to the MRO, which directly relates to issues of safety, may be reported, on a need to know basis, to appropriate employer, regulatory or medical representatives.
SUBSTANCE ABUSE PROFESSIONAL RESPONSIBILITIES

Make a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use;

Referring the employee to an appropriate education and/or treatment program which shall be covered under the current health care plan.

Providing a written report directly to the DER highlighting his specific recommendation for assistance;

Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

Providing the DER with a follow-up drug testing plan for the employee.
CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST

All covered employees must submit to random drug testing.

All covered employees must submit to alcohol or drug testing upon reasonable suspicion. REFUSAL to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and has a positive test result. However, an employee does have the right to contest a finding of refusal using and with the same collective bargaining rights as when an officer contests a disciplinary action (arbitration, etc.)

The following actions may also constitute a refusal:

Failure to show up for any test within a reasonable time (i.e. within 2 hours) after being directed to do so by the employer.

Failure to cooperate with any part of the testing process.

Deliberate failure or refusal to provide adequate breath or urine sample. If an employee is unable to provide an adequate breath or urine sample, the Town shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the Town, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevented the employee from providing an adequate sample the failure shall not constitute a refusal.

Engaging in conduct that clearly obstructs the testing process e.g. adulteration or dilution of specimen; or

Claiming illness after notification of testing.

FIRST TIME POSITIVE TEST

A positive drug result (with both split samples for the test, if requested by the employee, showing positive) will result, at a minimum, in an automatic suspension without pay until:

The employee has been evaluated by the Substance Abuse Professional (SAP); and The employee completes recommended treatment, if the treatment is inpatient care*; and The employee must submit to a "Return to Duty" test with a verified negative result.

*If outpatient treatment is recommended by the SAP, then in the sole discretion of the Town the employee may return to limited duty prior to the conclusion of such treatment.

However, at no time may the Town keep the employee off the payroll for more than thirty days, unless additional disciplinary measures are taken in accordance with section 75 of the Civil Service Law or applicable collective bargaining agreement provisions.
SECOND TIME POSITIVE TEST

A second positive drug test at any time during an employee's tenure with the Department will result in immediate and automatic termination. However, the employee does have the right to contest the findings (but not the penalty) of a second positive test with the same collective bargaining rights as when an officer contests a disciplinary action (arbitration, etc.).

REHABILITATION

The Town shall approve appropriate rehabilitation as covered under the current health care provider(s) coverage. The Town will not be responsible for any rehabilitation costs outside of the current health care coverage provided.

If an employee undergoes rehabilitation as recommended by the Substance Abuse Professional (SAP), upon completion of the rehabilitation program, the employee must submit to a "Return to Duty" test with a verified negative result. During his or her absence, the employee in the above situation will not be eligible for any other Town or contractual benefit (e.g., long term disability, catastrophic illness, sick leave) except a continuation of health insurance benefits and may use accumulated PST or Comp time after 30 days.

If the Substance Abuse Professional (SAP) recommends that an employee undergo rehabilitation and the employee refuses, the Town will seek termination.

REPRESENTATION

Under the following circumstances an employee shall note that he/she may consult with a union representative or with legal counsel:

After a positive test result for alcohol, prohibited drugs or controlled substances.
Prior to any reasonable suspicion testing.
Prior to any accident testing.
Reasonable efforts shall be made without delaying the process to assist the employee in contacting legal counsel or a union representation.
TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis.

A laboratory certified under the Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Program will perform all drug testing.

DRUG TESTING—Drug testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by HHS. The employee provides a urine specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a custody and control form (CCF) and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody must ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen is subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Specimens will be kept inside the testing facility until they are sent to the laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another HHS certified laboratory for analysts at the employer's expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

All urine specimens are analyzed for the following prohibited drugs:

Marijuana (THC metabolite)
Cocaine
Amphetamines
Opiates (including heroin)
Phencyclidine (PCP)

While prescription drugs are not prohibited, they should not render an employee unfit for duty.

A positive drug test result is obtained when an analysis of the primary specimen confirms the presence of one or more of the above referenced illegal, prohibited drugs or controlled substances and (if the employee requests that the split specimen be tested) the analysis of the split specimen confirms the presence of the drug identified by the analysis of the primary specimen. If the analysis of the split specimen does not confirm the presence of such drug, the entire test results will be deemed invalid.

ALCOHOL TESTING—Alcohol testing shall be done only when there is a reasonable suspicion that an employee is reporting for duty or is working on duty for the Police Department and is impaired by alcohol. There shall be testing done of such employee only by a certified breath operator from the Colonie Police Department. The operator must use an instrument certified and calibrated by the Colonie Police Department and must use the same procedure outlined in the BAC Datamaster Operational Check List (attached).
EXHIBIT A

PBA EDUCATIONAL ASSISTANCE POLICY

In an effort to facilitate the contract provision on educational assistance, the following administrative policy is hereby set forth:

There will be instituted two terms for educational reimbursement purposes:

A Term – January 1st through June 30th
B Term – July 1st through December 31st

1. $8,000 shall be available for Term A, and $8,000 for Term B.
2. The amount available for each individual for the Term A shall be determined by the percentage of money approved (i.e. if a total $10,000 is applied for, each individual is entitled to 80% [$8,000 divided by $10,000 = 80%], if a total of $7,000 is applied for, each individual shall receive 100%, and the remaining $1,000 will be added to the $8,000 and be available for Term B). The same principal shall be applied to Term B regarding percentage of money requested.

Anyone applying for funds for Term A should have their requests in by December 15th. Anyone applying for funds for Term B should have their requests in by June 15th, provided, however, that where the institution itself makes such a request impossible, the time limits shall be flexible.

Funds that are allocated for either A Term or B Term, but are not dispensed at the completion of the term must be reallocated for subsequent terms until final disbursement.

Example: $1,000 is requested for A term and the course is not completed until the end of the B Term. The $1,000 shall be deducted from A Term, and added to the B Term. If $1,000 is requested for the B Term and the course is not completed by the end of the B Term, the department needs to account for the $1,000 the following budget year by deducting $1,000 from the A Term prior to accepting requests for the balance of the fund.

Prior approval of all courses must be obtained from a Committee which shall have three (3) voting representatives, one from the PBA, one from Police Administration, and one from the Town Human Resources Department. Approval must be obtained from at least two (2) of the three (3) voting members. Approval for such courses may depend on such factor as:

1. Demonstrated benefit to the Town;
2. Improvement of the individual in a manner that may affect his job performance; and/or
3. Timeliness of request.

The above requests for educational assistance shall be limited to tuition and books only.

DATED: 2/4/2010

Rosemary Newton
Human Resources Director

DATED: 2/19/10

Thomas McLaughlin
President, Colonie PBA
LETTER OF AGREEMENT

UNIFORM INPUT COMMITTEE - It is, hereby, agreed that two (2) members of the PBA and two (2) members of the Town will meet, discuss and make recommendations to the Town regarding uniform changes within the patrol division and dress codes within the detective division. This committee will formulate recommendations only. The Town retains, onto itself, all decisions regarding uniforms and dress codes, except as expressly limited by the Taylor Law.

In addition, it is, hereby, agreed that the Town will provide all members of the detective division written notice of any changes in the dress code on or before the first of each year.

DATED: 2/1/2010

Rosemary Newton
Human Resources Director

DATED: 1-28-10

Thomas McLaughlin
President, Colonie PBA
LETTER OF AGREEMENT

Although the PBA feels that the current contract protects against a unilateral change of shifts or hours, the PBA recognizes that the Town has taken a contrary position in certain instances. Therefore, the Town has offered to give and the PBA accepts the further assurances offered by this letter. Those assurances are that the Town agrees that once patrol shifts have been set for the year, there will be no change in said shift, without the mutual agreement of the parties, during that year.

DATED: 2/1/2010

Rosemary Newton
Human Resources Director

DATED: 1/28/10

Thomas McLaughlin
President, Colonie PBA
LETTER OF AGREEMENT

The PBA and the Town will continue to discuss such issues as a ten (10) hour shift and the role of the police and the dispatchers. In the event the sides reach mutual agreement on a change, they may enact it prior to the end of the contract.

DATED: 2/1/2010

Rosemary Newton
Human Resources Director

DATED: 1-28-10

Thomas McLaughlin
President, Colonie PBA
LETTER OF AGREEMENT

All holidays (12 designated) will be included in the total of Personal Service Time earned each year. Regarding the last calendar year of service, prior to the date of retirement, the Town will keep a separate account of all holidays that have occurred (designated) plus the three floating holidays. It is our understanding from the retirement system, that compensation for these days may be added to the employee's total earnings for computation of retirement benefits. If, however, any or all of these days are used prior to retirement, only the balance will be credited.

DATED: 2/1/2010
Rosemary Newton
Human Resources Director

DATED: 1-28-10
Thomas McLaughlin
President, Colonie PBA
LETTER OF AGREEMENT

The parties agree to meet within 45 days to and agree upon new language concerning the seniority provisions of the contract, if so desired by the union, and upon agreement, to incorporate such changes into the contract. If agreement cannot be reached and either party seeks to go to arbitration, the sole cost to the Town will be its own attorney’s fees.

DATED: 2/1/2010

Rosemary Newton
Human Resources Director

DATED: 1/28/10

Thomas McLaughlin
President, Colonie PBA
LETTER OF AGREEMENT

The Town and the PBA agree that the Town is authorized to employ retired Colonie police officers (civilian employees) to staff and perform the desk duties in the Investigations Unit. The duties to be performed by these employees shall be as follows:

- Answering the phones;
- Assist citizens with complaints by looking up their incident, providing information and answering their questions;
- Notify Sergeant of unassigned cases where a citizen is inquiring about why the case has not been assigned;
- Pull and research warrants on afternoon shift;
- Work with Warrant Control Officer on warrant caseload/inventory;
- Assist DO Sergeant as needed in non-law enforcement duties such as data entry.

Dated: 2/1/2010

Rosemary Newton
Human Resources Director

Dated: 1/28/

Thomas McLaughlin,
President, PBA