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COLLECTIVE BARGAINING AGREEMENT
by and between the
TOWN OF TICONDEROGA
and the
NEW YORK STATE FEDERATION of POLICE

January 1, 2014 - December 31, 2017
Collective Bargaining Agreement

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1  PREAMBLE

1.1  Parties to Agreement

1.1.1  This Collective Bargaining Agreement is by and between the Town of Ticonderoga, hereinafter referred to as the "Town" or the "Employer", and the New York State Federation of Police, Inc., hereinafter referred to as the "Union".

2  MANAGEMENT RIGHTS

2.1  Management Rights Clause

2.1.1  The rights and responsibilities to operate and manage the business and affairs of the Employer are vested exclusively in the Employer and the Employer not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration, the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Employer unless expressly provided otherwise in this Collective Bargaining Agreement or by law.

3  UNION RIGHTS

3.1  Recognition

3.1.1  The Employer recognizes the Union as the sole, exclusive bargaining agent for all sergeants and patrolmen, including full-time and part-time employees employed by the Employer at its Ticonderoga location in accordance with the Public Employment Relations Board Certification of Representative issued on December 29, 2010, Case No. C-5980.

3.2  Union Membership/Agency Shop

3.2.1  Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town.

3.2.2  Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union.
3.2.3 Dues/Fees Deduction: The Employer will deduct from the wages of each employee the Union Dues, Agency Shop Fees, Initiation Fees, or other assessments in the amounts as certified in writing by the Union, and will forward such deduction to the office of the Union on or before the fifteenth day of the month after the deductions were made.

3.2.4 Indemnification Clause: The Union hereby agrees to indemnify the Employer and hold the Employer harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Employer of the deduction of membership dues or agency shop fees in accordance with this section, including the transmission of membership dues and agency shop fees.

3.3 Contract Administration

3.3.1 Designation of Representatives: The Employer will be notified in writing by the Union of the names of the Officers and Stewards authorized to administer this Collective Bargaining Agreement on behalf of the Union and shall recognize no others.

3.3.2 Contract Administration: The Union representative and Shop Steward, as heretofore authorized, shall be permitted to transact official Union business directly related to the administration of this Collective Bargaining Agreement on the premises of the Employer, but at times and places that shall not interfere with or interrupt the activities of the Employer or the individual employment duties or responsibilities of any employee, whether or not covered by this Collective Bargaining Agreement. Moreover, Union Officers and Stewards shall be provided reasonable time to process and investigate grievances, without pay, and if it will not interfere with the employee's duties. The Employer may waive this section at the Employer's discretion.

3.3.3 Access to Employer Premises: An authorized representative of the Union shall have access to the premises of the Employer for the purpose of ascertaining whether the conditions of this Collective Bargaining Agreement are being observed, provided there is no interruption of service. Moreover, the United Federation of Police Officers, Inc. shall, exclusive of any other labor organization, have access to employees to process grievances, explain Union membership services and programs, at times that are agreed to between the Union and the Chief of Police. Such access shall not be unreasonably denied.

3.4 Leave for Negotiations

3.4.1 Eligible Employees: The Union may designate employees to attend negotiations with the Town. Two representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

3.5 Bulletin Boards

3.5.1 Location: The Employer agrees to provide bulletin boards in areas easily accessible to the employees to be used exclusively for job postings and Union communications to its members.
4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: The probationary period for a full-time employee will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for a part-time employee will be for a period of not less than eight nor more than fifty-two weeks from the original appointment. The length of the probationary period may be extended in accordance with the rules and regulations of the local Civil Service agency.

4.1.2 Failure to Successfully Complete Probationary Period: During or at the end of the probationary period, the Employer may discharge any employee as provided by New York State Civil Service Law. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. This clause does not prohibit probationary employees from the grievance procedure on other items contained in this Collective Bargaining Agreement. This clause shall not be considered as a waiver of any right to a court action.

4.2 Seniority

4.2.1 Service Seniority: The Employer recognizes and will practice the principle of seniority which is the relative status of employees based on their respective length of service with the Employer from date of hire. There shall be two separate and distinct seniority units within the bargaining unit: full-time and part-time. An employee accrues seniority within the employee’s seniority unit based upon the employee’s date of entrance to said seniority unit. Employees who change status from part-time to full-time, or full-time to part-time, shall have their total hours of service carried over to their new seniority unit to determine their seniority in the new seniority unit.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee’s initial date of hire as a regular full-time employee. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 2080 hours of paid work. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

4.2.3 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.4 Unpaid Leaves of Absence: The seniority of an employee on an unpaid leave of absence shall not be considered as a break in service, nor shall time spent on an unpaid leave of absence be counted for seniority purposes.

4.2.5 Workers’ Compensation: An employee who is on Workers’ Compensation and is not on the payroll will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in “continuous service” and the employee’s anniversary date will not be adjusted.

4.2.6 Seniority Lists: The Employer will be responsible for establishing and maintaining a seniority list for all bargaining unit personnel. The Employer shall provide the Union with a copy of such list upon request.
4.3 Layoff and Recall Procedure

4.3.1 Layoff Procedure: In the event of a layoff, or reduction of hours, the Employer will determine the number of employees and positions affected. In the event of a reduction in the number of full-time police officers, the employee will be laid off in accordance with the rules and regulations of the local Civil Service agency. In the event of a reduction in the number of part-time police officers, the part-time employee with the least service seniority will be the first to be laid off and the part-time employee with the most service seniority will be the last.

4.3.2 Recall Procedure: In the event there is a vacancy as a full-time police officer, the employee will be recalled in accordance with the rules and regulations of the local Civil Service agency. In the event there is a vacancy as a part-time officer, the laid-off employee with the most service seniority will be offered the position.

4.3.3 Notice of Recall: Employee recalled to work shall be given notice to that effect mailed to his address of record, with a copy to the Union. Employees on lay-off will be notified of recall by certified letter sent to the employee's last known address. In the event a laid-off employee in the non-competitive class does not respond within fourteen calendar days from the date the notice was mailed, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.3.4 Settlement of Disputes: Any disputes with regard to the above shall be handled at the second step of the Grievance Procedure.

4.4 Performance Appraisal

4.4.1 Purpose and Criteria: The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

4.4.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Town Board at the annual organizational meeting.

4.4.3 Evaluation Procedure: The Chief of Police will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Chief of Police and the liaison from the Town Board will meet with the employee to review the performance appraisal report. The employee will endorse each evaluation. The employee's signature only implies knowledge of said evaluation and not necessarily agreement with its contents. The employee shall be given an endorsed copy of each of the employee's evaluations.

4.4.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

4.4.5 Employee Reply: An employee's written comments, if any, will be included with the performance appraisal report.
4.5 Personnel File

4.5.1 Location of Files: All official personnel records for current employees will be kept in a location designated by the Town Supervisor and will be maintained and controlled by the Town Supervisor. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

4.5.2 Change in Status: An employee must immediately notify the Town Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.5.3 Content: The employee shall be entitled to initial and date, in a place that does not make the document(s) illegible, any document(s) contained in that employee's personnel file that such document(s) exist and are in fact in their file. The initialing and dating of any document(s) does not acknowledge agreement by the employee of that document(s) in the employee's file. The employee has the right to respond to any document(s) that are negative in nature and shall become a part of the employee's official personnel file. Notwithstanding the above, in the event a complaint is received about an employee, the employee will be notified in writing that the complaint was received and will be entitled to see a copy of the complaint but not the name, address, or any other identifying features of who issued the complaint.

4.5.4 Employee Access: An employee has the right to examine the employee's personnel file in the presence of the Employer during business hours and to review materials contained therein. Upon request, an employee will receive a copy of requested documents in the employee's file.

4.6 Military Service

4.6.1 Reinstatement of Employment: An employee who leaves the Employer to serve in the Armed Forces of the United States and who, upon termination of such service, is entitled to reinstatement under the laws and regulations of the United States or the State of New York, shall, upon timely application, be granted reinstatement to the full extent of the law.

5 VACANCIES & PROMOTIONS

5.1 Posting

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days on the bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment in accordance with the rules and regulations of the local Civil Service agency.

5.2 Appointment to Vacancies

5.2.1 Selection: The Chief of Police, in consultation with the Town Board, will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Chief of Police, in consultation with the Town Board. Such action shall not be subject to the Grievance Procedure.
5.2.2 **Probationary Period (Promotion/Transfer):** An employee who is transferred or promoted shall serve a probationary period in accordance with the rules and regulations of the local Civil Service agency, during which time the employee's qualifications shall be judged for permanent transfer or promotion. During the probationary period, the Employer may return the employee to the employee's previous job without penalty. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. This clause shall not be considered as a waiver of any right to a court action.

6 **HOURS OF WORK**

6.1 **Work Schedule**

6.1.1 **Workday/Workweek:** The normal work week for full-time employees is forty hours per week, usually comprised of five work days of eight hours each, and including one forty-five minute paid lunch per eight hour shift. Paid relief for coffee breaks of fifteen minutes shall be granted during each half tour of duty.

6.1.2 **Changes in Schedule:** The Employer shall provide the employees with a minimum of one week advance notice of any change in the employee's work schedule, except in cases of emergency.

6.1.3 **Time Off Between Tours of Duty:** No employee will be required to work more than sixteen hours in any twenty-four hour period in the absence of an emergency.

6.2 **Procedure for Assigning Additional Hours**

6.2.1 In the event there is a vacancy on a shift due to an absence of a scheduled employee, the employee working on the shift prior to that vacancy shall be held over for first half of that vacant shift and then the employee on the following shift will be called in for second half of that vacant shift. In the event either employee cannot meet the employee's obligation, that employee is responsible for finding coverage. However, if the employee on the following shift cannot be reached or is unavailable, the employee on the prior shift is responsible for either working or covering the entire shift.
7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2014 through December 31, 2015, which reflects an increase of 2% on January 1, 2014 and an increase of 2% on January 1, 2015. The parties will reopen negotiations on or before October 1, 2015 for the sole purpose of negotiating wage rates for 2016. The parties will reopen negotiations on or before October 1, 2016 for the sole purpose of negotiating wage rates for 2017.

A full-time employee will advance on the pay schedule on the employee’s anniversary date. A part-time employee will advance on the pay schedule after completing 2080 hours of work.

<table>
<thead>
<tr>
<th>Step</th>
<th>1-1-2014</th>
<th>1-1-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire Rate (no academy)</td>
<td>$18.80</td>
<td>$19.17</td>
</tr>
<tr>
<td>Hire Rate (with academy)</td>
<td>$20.25</td>
<td>$20.65</td>
</tr>
<tr>
<td>Beginning of 2nd year</td>
<td>$20.74</td>
<td>$21.15</td>
</tr>
<tr>
<td>Beginning of 3rd year</td>
<td>$21.22</td>
<td>$21.64</td>
</tr>
<tr>
<td>Beginning of 4th year</td>
<td>$21.70</td>
<td>$22.13</td>
</tr>
<tr>
<td>Beginning of 7th year</td>
<td>$22.19</td>
<td>$22.63</td>
</tr>
<tr>
<td>Beginning of 10th year</td>
<td>$22.66</td>
<td>$23.12</td>
</tr>
<tr>
<td>Beginning of 13th year</td>
<td>$23.15</td>
<td>$23.62</td>
</tr>
<tr>
<td>Beginning of 16th year</td>
<td>$23.62</td>
<td>$24.10</td>
</tr>
</tbody>
</table>

| Longevity Differential – Beginning of 15th year | $500 |
| Longevity Differential – Beginning of 20th year | $750 |

In consultation with the Chief of Police, the Town Board may credit a full-time employee with prior service as a police officer as defined under Criminal Procedure Law for the sole purpose of determining placement on the pay schedule, above.

7.1.2 Sergeant Differential: Police officers with the rank of Sergeant shall receive a differential of fifteen percent above the wage rate to which they would ordinarily be entitled as a police officer. The differential plus the base wage shall be the basis of overtime pay calculation.

7.1.3 Investigator Differential: Police officers assigned as “Investigator” shall receive a differential of ten percent above the wage rate to which they would ordinarily be entitled as a police officer. The differential plus the base wage shall be the basis of overtime pay calculation.
7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: Employees shall be paid one and one-half times the employee’s hourly rate for all hours worked in excess of eight hours in a given workday. Employees may not convert hours worked into compensatory leave.

7.2.2 Credit for Paid Leave: All paid absences shall be considered as time worked in computing overtime.

7.3 Call-In Pay

7.3.1 Town Court: In the event an employee (full-time or part-time) is required to appear in Town Court in connection with the employee’s duties, which is in addition to and does not attach to the employee’s regular working hours, the employee will be guaranteed at least three hours pay at one and one-half times the employee’s regular rate of pay. In the event the appearance requires more than three hours, the employee will be compensated in accordance with 7.2.1, above.

7.3.2 County Court / Grand Jury: In the event an employee (full-time or part-time) is required to appear in County Court or Federal Court in connection with the employee’s duties, which is in addition to and does not attach to the employee’s regular working hours, the employee will be guaranteed at least four hours pay at one and one-half times the employee’s regular rate of pay. In the event the appearance requires more than four hours, the employee will be compensated in accordance with 7.2.1, above.

7.3.3 Unplanned Call-In: In the event an employee (full-time or part-time) is called in for unplanned work or emergency duty, which is in addition to and does not attach to the employee’s regular working hours, the employee will be guaranteed at least four hours of work. In the event the employee does not work for the full four hours, the employee will be compensated for the remaining time at one and one-half times the employee’s regular rate of pay.

7.3.4 Start Time: The pay for an employee who is called for court duty or unplanned call-in duty will begin when the employee arrives at the station and signs in.

7.4 Training Day (part-time only)

7.4.1 Training Day: Each part-time employee will be assigned to one “training day” per year at the employee’s regular rate of pay.

7.5 K-9 Stipend

7.5.1 K-9 Stipend: Police officers who are designated as K-9 Officers shall receive one hour of overtime pay on those days the officer is not assigned to work in consideration for the care and maintenance of each department K-9 animal in the officer’s custody.
7.6 Good Attendance Bonus

7.6.1 Good Attendance Bonus:

<table>
<thead>
<tr>
<th>In the event a full-time employee uses:</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017 (and every year thereafter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>none or only one sick leave day</td>
<td>$625</td>
<td>$750</td>
<td>$875</td>
<td>$1000</td>
</tr>
<tr>
<td>just two sick leave days</td>
<td>$500</td>
<td>$600</td>
<td>$700</td>
<td>$800</td>
</tr>
<tr>
<td>just three sick leave days</td>
<td>$375</td>
<td>$450</td>
<td>$525</td>
<td>$600</td>
</tr>
<tr>
<td>just four sick leave days</td>
<td>$250</td>
<td>$300</td>
<td>$350</td>
<td>$400</td>
</tr>
<tr>
<td>just five sick leave days</td>
<td>$125</td>
<td>$150</td>
<td>$175</td>
<td>$200</td>
</tr>
</tbody>
</table>

The good attendance bonus will be paid in the first pay period in January following the year in which it was earned.

If the employee presents valid verification of an illness or injury from a treating physician, the absence will be excused from counting against the “good attendance bonus”.

7.7 Pay Period

7.7.1 Payroll Period: Employees shall receive their paychecks on a bi-weekly basis. The payroll period will begin Monday at 7:00 a.m. and end fourteen calendar days later on Monday at 6:59 a.m.

7.7.2 Pay Date: Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.
8 PAID LEAVE

8.1 Holidays

8.1.1 Holiday Pay: A full-time employee will receive an amount equal to one hundred and four hours times the employee’s regular rate of pay as “holiday pay”.

8.1.2 Payment Schedule: Holiday pay, as described in 8.1.1, will be paid in the following manner: one-half of the total amount will be paid in a separate check in the first pay period in June and the remaining amount will be paid in a separate check in the first pay period in December.

8.1.3 Assigned to Work on a Holiday: In the event an employee (full-time or part-time) is assigned to work on January 1st, Memorial Day (observed), July 4th, Labor Day, Thanksgiving Day, or December 25th, the employee will be paid at the rate of two times the employee’s regular rate of pay for the hours worked; or, at the employee’s option, the full-time employee will receive one and one-half times the employee’s regular rate of pay for the hours worked and be allowed to schedule another day off within twelve months at the employee’s regular rate of pay.

In the event an employee (full-time or part-time) is assigned to work on Easter Sunday the employee will be paid at the rate of one and one half times the employee’s regular rate of pay for the hours worked.

For the purposes of this section, the “holiday” shall be considered to be on the day on which most of the shift occurs; for example, if the shift starts at 11:00 p.m. on December 31st and ends at 7:00 a.m. on January 1st, then the employee will receive the premium rate of pay for the shift; but, if the shift starts at 11:00 p.m. on January 1st and ends at 7:00 a.m. on January 2nd, then the employee will not receive the premium rate for that shift.

If the shift is evenly split between two days, for example, it begins at 8:00 p.m. on December 31st and ends at 4:00 a.m. on January 1st, then the employee will receive the premium rate of pay for the shift; but, if the shift begins at 8:00 p.m. on January 1st and ends at 4:00 a.m. on January 2nd, then the employee will not receive the premium rate for that shift.

8.1.4 Payment to Estate: In the event of the death of an employee, the Employer will pay to the employee’s designated beneficiary or estate, whichever the case may be, the cost equivalent of any holidays to which the deceased employee is entitled.
8.2 Vacation Leave

8.2.1 Allowance (front-loaded): Full-time employees shall be credited with paid vacation leave on January 1st of each year of employment. Employees shall receive vacations on the following schedule effective their date of hire.

<table>
<thead>
<tr>
<th>Completion of 1 year thru 3 years</th>
<th>80 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of 4 years thru 10 years</td>
<td>104 hours</td>
</tr>
<tr>
<td>Beginning of 11 years thru 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>Beginning of 16 and thereafter</td>
<td>160 hours</td>
</tr>
</tbody>
</table>

For example, an employee who has completed three years of continuous service on February 26th will receive 104 hours of vacation credits on the preceding January 1st; similarly, an employee who has completed eleven years of continuous service on September 5th will receive 144 hours of vacation credits on the preceding January 1st.

8.2.2 New Employees: An employee who is hired after the first day of January will be credited with paid vacation leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on January 1st for the subsequent year in accordance with 8.2.1, above.

8.2.3 Accrual During Unpaid Leaves of Absence: In the event an employee is absent from work without pay, except for 207-c leave, for more than thirty calendar days in the calendar year, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.4 Accumulation: Vacation leave credits may not be accumulated. Employees shall have until December 31st of each year to use vacation leave credits. Unused vacation leave credits will be lost at midnight on December 31st.

8.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

8.2.6 Scheduling: Employees shall receive choice of vacation period in accordance with seniority through January 31st of each year. After January 31st, vacations are approved on a first apply basis. Employees shall give the Employer at least one week prior notice to take unused vacation time. Seniority shall apply where there is a conflict between two or more employees relative to scheduling time off. Vacation leave must be taken in whole-day increments. An employee may take paid vacation leave only after it has been credited.

8.2.7 Vacation Pay Advance: If an employee so desires, the employee will receive vacation pay on the last scheduled pay day of work before the scheduled vacation.

8.2.8 Termination of Employment: If an employee resigns, retires, or is laid off, the employee shall receive payment for all earned vacation time to which the employee is entitled under this article at the employee's then current rate of pay. The Town may request that the arbitrator in a disciplinary hearing impose loss of vacation leave credits as part of the "just cause" penalty. In the event of the death of an employee, the employee's spouse or estate, as the case may be, shall be entitled to cash payment for all unused vacation.
8.3 Sick Leave

8.3.1 Allowance (front-loaded): Full-time employees shall be credited with fifty-six hours of paid sick leave credits on January 1st of each year of employment.

8.3.2 New Employees: An employee who is hired after the first day of January will be credited with paid sick leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on January 1st for the subsequent year in accordance with 8.3.1 above.

8.3.3 Accrual During Unpaid Leaves of Absence: In the event an employee is absent from work without pay, except for 207-c leave, for more than thirty calendar days in the calendar year, the annual allowance of sick leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.3.4 Accumulation: There is no cap on the amount of sick leave an employee may accumulate.

8.3.5 Use of Sick Leave: The sole purpose of sick leave is to provide employees time off for illness and/or injury. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave taken under false pretenses may lead to disciplinary action. Sick leave must be taken in two-hour increments. An employee may take paid sick leave only after it has been credited.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Family and Medical Leave policy. For purposes of family sick leave, “immediate family member” will mean the employee’s parent, spouse, or child, including step-child and foster child.

8.3.7 Notification of Sick Leave: An employee who is absent due to illness or injury must notify the Employer, if possible, as soon as the employee is aware of the illness or up to one and a half hours prior to the time scheduled to report to work. Unless the absence was pre-authorized, the employee must give notice each day of the absence, if possible. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

8.3.8 Medical Verification: The Employer may require medical verification of an employee’s absence if the Employer reasonably perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee’s regular work duties and that the employee is cleared to resume the employee’s normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

8.3.9 Return to Work: An employee who is absent from work due to an illness or injury for more than three consecutive scheduled workdays may be required, before returning to work, to submit a statement from the employee’s health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Chief of Police will determine whether the employee will be allowed to return to work.
8.3.10 Retirement: An employee hired before January 1, 2011 as a permanent full-time police officer who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive compensation for unused sick leave credits at the following rate: 1 to 720 hours in a lump sum reimbursement at the employee's current rate of pay at the time of retirement.

8.3.11 Use of Sick Leave Accruals for Retiree Medical Insurance: At the time of retirement, an employee may elect apply accumulated sick leave credits, which have not been bought out in accordance with 8.3.10 above, toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at 100% percent of the employee's rate of pay at the time of retirement. The Town will administer the disbursement of the account.

8.3.12 Resignation or Termination: An employee hired before July 1, 2007 who resigns or is laid off shall be entitled to cash payment for all unused sick leave up to 720 hours. An employee hired after July 1, 2007 who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits. In the event of the death of an employee, regardless of date of hire, the employee's spouse or estate, as the case may be, shall be entitled to cash payment for all unused sick leave up to 720 hours.

8.4 Personal Leave

8.4.1 Allowance (front-loaded): Each full-time employee shall receive eighty hours of paid personal leave credits on January 1st of each year to be used for the transaction of personal business during that calendar year.

8.4.2 New Employees: An employee who is hired after the first day of January will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on January 1st for the subsequent year in accordance with 8.4.1 above.

8.4.3 Accrual During Unpaid Leaves of Absence: In the event an employee is absent from work without pay, except for 207-c leave, for more than thirty calendar days in the calendar year, the annual allowance of personal leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.4.4 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.5 Scheduling: Employees shall provide the Employer with a minimum of one day advance notice, except in cases of personal emergency, of the intent to take personal leave. Personal leave must be taken in four hour increments. An employee may take paid personal leave only after it has been credited.

8.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.
8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence, without loss of pay or leave credits, for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following: Spouse or Domestic Partner; Child (including step & foster); and, Parent or Legal Guardian.

8.5.2 Extended Family: In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following: Sibling; Spouse's Parent; Grandchild; Child's Spouse; and Grandparent.

8.5.3 Delayed Internment: In the event the burial is delayed due to cold weather, the internment date may be used as part of the 5-day or 3-day allotment, as the case may be.

8.5.4 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Chief of Police. The request will not be unreasonable denied.

8.5.5 Part-time Employees: A part-time employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the individual has prior approval from the Chief of Police.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Chief of Police.

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.
9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been received from the Town Board. A leave of absence without pay for the purposes of a medical leave or law enforcement educational advancement may be granted to employees with six months or more of continuous service. A leave of absence shall be defined as an excused absence from work without pay for a period of time in excess of seven calendar days. Leaves of absence may be granted up to a period of one year. If an employee on a leave obtains employment other than the Town of Ticonderoga the leave is void.

9.1.2 Application for Leave: An application for a leave of absence shall be submitted to the Town Board stating the reasons for a leave and length of time requested. Leaves of absence shall be granted/denied at the sole discretion of the Town Board. A request for leave of absence shall not be unreasonably denied.

9.1.3 Accrual of Seniority: The seniority of an employee on an unpaid leave of absence shall not be considered as a break in service, nor shall time spent on an unpaid leave of absence be counted for seniority purposes.

9.1.4 Reinstatement: At the conclusion of a leave of absence, an employee shall have the right to reinstatement to the employee's previous position, and at the appropriate rate of pay.

10 INSURANCE

10.1 Medical Insurance

10.1.1 Insurance Plan: The Town will make available a medical insurance plan and a prescription drug plan to each full-time employee and the employee's eligible family.

10.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

10.1.3 Change in Insurance Plans: The Employer may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

10.1.4 Premium Payment: The Town will pay ninety-three percent (93%) of the monthly premium for individual coverage or eighty-seven percent (87%) of the monthly premium for two-person coverage or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck.
10.2 Pre-Tax Medical Expenses

10.2.1 Eligibility: A full-time employee is eligible to enroll in a pre-tax reimbursement plan as allowed under Section 125 of the Internal Revenue Code (IRC), provided the employee meets all eligibility requirements for medical insurance, whereby employees could opt for the following:

10.2.2 Premium Payments: A Premium Conversion or Premium Only Plan (POP) which would allow those employees who pay for a portion of their medical insurance and/or prescription drug plan to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;

10.2.3 Medical Expenses: A Flexible Spending Account (FSA) whereby employees could place pre-tax dollars into an account which would be used for qualified medical, drug, dental, optical expenses (unreimbursed medical expenses) as allowed under Section 125 of the IRC;

10.2.4 Dependent Care: A Dependent Care Account (DCA) whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC.

10.2.5 Election Changes: Eligible employees may enroll or decline coverage in the pre-tax reimbursement plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

10.3 Medical Insurance Buy-Out

10.3.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

10.3.2 Amount of Buy-Out: An employee who is eligible for individual coverage, will receive 33% of the Town’s annual premium contribution. An employee who is eligible for two-person or family coverage, as the case may be, will receive 25% of the Town’s annual premium contribution. For example, if the Town is contributing 87% of a $14,000 premium for family coverage, or $12,180, the amount of the buy-out would be 33% of $12,180 or $4,019.40. The buy-out is subject to applicable taxes.

10.3.3 Method of Payment: Payment of the buy-out will be made in the first paycheck in December prorated for each month of that calendar year that the employee was eligible for the buy-out.

10.3.4 Reinstatement: Nothing contained in this Section 10.3 shall preclude a member from re-entering coverage under the Town’s medical insurance (i.e., if the member no longer has coverage under a spouse’s plan), provided that such re-entry conforms with an open enrollment period authorized by the medical insurance carrier and/or the regulations of the Section 125 Plan. It is understood that employees receiving buy-out incentive under Section 10.3.2 above shall no longer receive such incentive upon re-entry to the Town’s coverage, and the buy-out incentive shall be pro-rated for those months during which the employee was not covered by the Town’s health insurance.
10.4 Short-Term Disability Insurance

10.4.1 Coverage: The Employer agrees to continue the present disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance at no cost per employee. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

10.4.2 Plan: The Employer may, at its discretion, change carriers and/or offer an alternative short-term disability plan, provided the alternative plan’s benefit structure is substantially equivalent to the current plan.

10.4.3 Use of Leave Credits: An employee may draw from the employee’s accumulated sick leave, then personal leave, and the vacation leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee’s regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave.

10.4.4 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town’s Family and Medical Leave Policy. Thereafter, an employee who is receiving short-term disability payments provided under this Article AND is drawing full pay by using accrued leave credits, will continue to receive medical insurance benefits and the Employer will continue to make its contributions, provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.5 Life Insurance

10.5.1 Group Life: The Employer will continue to provide, at no cost to the employee, Life Insurance coverage to equal $10,000 per employee. This also includes an accidental death and dismemberment policy of $10,000 per employee.
11 RETIREMENT

11.1 Pension Plan

11.1.1 NYS Retirement Plan: The Town agrees to provide the members of the Town of Ticonderoga Police Department the opportunity to participate in the New York State Police and Fire Retirement System Twenty Year Special Police Retirement Plan, Section 384-d.

11.2 Medical Insurance for Retired Employees

11.2.1 Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time police officers after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage ends when the retiree becomes eligible for Medicare. Coverage is also available for the retiree’s eligible spouse if the spouse was covered under the Town’s medical insurance plan on the retiree’s last date of employment with the Town and the spouse pays the additional cost of the premiums. In the event of legal separation or divorce, the retiree’s spouse shall not be eligible for coverage except as provided under COBRA.

11.2.2 Eligibility: To be eligible for coverage, the retiree must meet each of these requirements: 1) have at least twenty years of continuous service with the Town as a full-time employee; 2) have retired directly from the Town; and, 3) have applied for and been granted a retirement benefit from the New York State Employees’ Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

11.2.3 Plan: The Town will make available the same medical insurance and prescription drug plans offered to then current employees, as if the retiree were still actively employed by the Town.

11.2.4 Premium Payment: The Town will pay fifty percent of the monthly premium for individual coverage and the retiree will pay the remaining costs.
12 MISCELLANEOUS PROVISIONS

12.1 Uniforms and Maintenance

12.1.1 Minimum Issue: The Employer shall provide at a minimum all uniforms, articles, and equipment as set forth in Schedule "A" attached hereto and made a part of this Collective Bargaining Agreement. All employees shall be made whole for any uniform, article or equipment as set forth in Schedule "A" that they do not currently possess.

12.1.2 Cleaning and Maintenance: The Employer shall be responsible for all cleaning and maintenance of the uniform and articles issued as set forth in Schedule "B" attached hereto and made a part of this Collective Bargaining Agreement.

12.1.3 Updates to Minimum Issue: Any uniform part, article, or equipment required by the Chief of Police which is not set forth in Schedule "A", shall be provided at no cost to each employee and thereafter shall become part of the minimum issue. In the event cleaning and maintenance are required, the parties agree to meet and negotiate a Schedule to become part of "B".

12.1.4 Replacement Allowance: Each full-time employee will receive a uniform replacement allowance of five hundred dollars per year. Each part-time employee will receive an allowance of two-hundred and fifty dollars per year, provided the employee worked at least 200 hours during the previous calendar year. Payment of the allowance will be made through a debit card. All required corresponding receipts must be submitted to the Chief of Police.

12.1.5 Lockers: The Employer agrees to provide individual lockers with adequate locks to all employees covered by this Collective Bargaining Agreement.

12.2 Weapons

12.2.1 The Town will provide each newly-hired officer of the department with a new revolver and/or automatic weapon for the officer's on-duty weapon. If the Town authorizes any officer to use on-duty any weapon that is the personal property of the officer, and such weapon is lost, stolen or damaged through no negligence on the part of the officer, then the Town will bear the full cost of having the weapon repaired, if possible, or replaced with a weapon of comparable quality.

12.2.2 Loss of weapon while not in the possession of the employee will be covered by the Employer.

12.2.3 The Employer shall maintain the weapon.

12.2.4 Each employee will qualify at a range at least once a year in which all employees' expenses will be covered by the Employer.
12.3 Education and Training

12.3.1 Reimbursement to Town: An officer who goes through required schooling at the Town’s expense shall reimburse the Town for those expenses if that officer voluntarily leaves the employ of the Town within three years of completing the schooling in accordance with the following:

<table>
<thead>
<tr>
<th>Length of Service After Completion of Training</th>
<th>Reimbursement to Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than one year</td>
<td>full cost of expenses</td>
</tr>
<tr>
<td>one - two years</td>
<td>two-thirds cost of expense</td>
</tr>
<tr>
<td>two - three years</td>
<td>one-third cost of expenses</td>
</tr>
</tbody>
</table>

Reimbursable expenses shall include travel and lodging expenses, if any.

Reimbursement of any monies due the Town under this provision shall be made prior to the officer’s departure from Town service. Any monies due the employee at the time of departure from employment may be withheld from the officer’s final paycheck if necessary to meet the above requirement.

12.3.2 College Tuition: The Town will reimburse an employee for up to five hundred dollars per calendar year for the tuition costs (excluding books and student fees) for a college course that clearly pertains to public safety and/or criminal justice at an accredited institution of higher education. To receive reimbursement for a given course, the employee must receive a grade equivalent to “B” or better.

An employee who receives reimbursement for education must sign an agreement to work for the Town for at least thirty-six calendar months following completion of the course and to repay the Town in the event the employee were to voluntarily leave employment prior to completing the thirty-six months.

12.3.3 Annual Training Programs: The Town agrees to an annual training session for “all” Police Officers. The training sessions are to include pistol training, CPR, etc. The Chief of Police will determine the availability of respective courses through the Town insurance carrier and other qualified agencies.
13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

13.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Chief of Police within thirty calendar days from knowledge of the alleged grievance, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Chief of Police shall meet with the designated Union Steward and the aggrieved employee(s). Within seven calendar days after the meeting, the Chief of Police shall issue a written response to the grievance, which shall be given to the designated Union Steward.

13.1.3 Step Two – Appeal to Town Supervisor: In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Supervisor shall meet with the designated representative of the Union. Within seven calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated representative of the Union and the employee(s).

13.1.4 Step Three – Appeal to Town Board: In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to the Town Clerk. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step Two response, or when the Step Two response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the designated representative of the Union. Within seven calendar days after the meeting, the Town Board shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

13.1.5 Step Four – Advisory Mediation: In the event the Union is not satisfied with the response to the grievance at Step Three, the Union may submit the matter to mediation. The request for mediation must be filed with the Town Supervisor within fourteen calendar days of receiving the response from the Step Three response or when the Step Three response should have been received. Selection of the mediator shall be made by mutual agreement between the Union and the Town.

13.1.6 Step Five - Binding Arbitration: In the event the grievance is not resolved at Step Four, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within fourteen calendar days of receiving the mediator's recommendation.
13.1.7 **Selection of Arbitrator:** Selection of the arbitrator shall be made from an established panel of four arbitrators: Ira Lobel; Louis Patak; Jay Siegel; and, Ken Toomey. The Town and Union shall jointly contact each of the four arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

13.1.8 **Conduct of Arbitration:** All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

13.1.9 **Costs of Arbitration:** The Employer and the Union shall share the cost of the arbitrator equally.

13.2 **Command Discipline – Informal Stage**

13.2.1 In the event the Chief of Police determines that a formal procedure is not required due to the relatively minor infraction(s) of the police departments Rules and Regulations, the affected employee shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

13.2.2 The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. A written reprimand to be placed in the employee’s personnel file and/or
2. A reduction in vacation accruals of up to three days.

13.3 **Disciplinary Procedure**

13.3.1 **Discipline for Just Cause:** The Employer shall not subject an employee who has completed probation, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

13.3.2 **Rights to Union Representation:** An employee who is called for purposes of investigating a matter that could lead directly to discipline, may, if the employee so chooses, request the presence of a Union representative during the interrogation. The Chief of Police, or whoever is conducting the investigation, shall notify the employee of the employee’s right to have a Union representative present at the meeting.

13.3.3 **Notice of Discipline:** The Employer shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated Union Steward.

13.3.4 **Disciplinary Hearing:** In the event the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Supervisor. The appeal must be submitted, in writing, within seven calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response, which shall be given to the designated representative of the Union.
13.3.5 Appeal of Disciplinary Action: In the event the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within seven calendar days of receiving the response from the Town Supervisor or when the response should have been received.

13.3.6 Selection of Arbitrator: Selection of the arbitrator shall be made in accordance with 13.1.6, above.

13.3.7 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law.

13.3.8 Costs of Arbitration: The Employer and the Union shall share the cost of the arbitrator equally.

13.3.9 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2014 through December 31, 2017, unless otherwise agreed to by the parties.

14.2 Complete Agreement

14.2.1 Past Practices: A past practice is any practice or rule relating to a condition of employment which is established by: A) its clarity and consistency; B) longevity and repetition; and C) acceptability and mutuality. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

14.3 Savings Clause

14.3.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, ruling and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Collective Bargaining Agreement is in contravention of the laws or regulations of the United States or the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Collective Bargaining Agreement shall continue in full force and effect.

14.3.2 If a determination or decision is made as per 14.3.1 of this article, the parties to this Collective Bargaining Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article for part thereof.
14.4 Legislative Action

14.4.1: 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.

14.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on November 15, 2013.

Town of Ticonderoga  New York State Federation of Police, Inc.

_________________________  _______________________
Deb Malaney                 Daniel P. Nulton
Town Supervisor

_________________________
Michael A. Richardson
Labor Relations Consultant
SCHEDULE A

(4) Navy blue pairs of pants
(5) Navy blue long sleeve shirts
(5) Navy blue short sleeve shirts
(10) Department patches (left side)
(10) American flags - straight (right side)
(1) Navy blue Stetson complete with leather
(1) Stetson foul weather cover
(1) Black knit wool tie - clip on
(1) Navy blue winter parka
(1) Pair black winter gloves
(1) Pair black leather shoes
(1) Pair black leather winter boots
(1) Black sweater with
(1) Black leather belt
(1) Rain coat/reversible, orange and black
(1) Bullet proof vest, with inside and outside carriers
(2) Department baseball caps
(1) Set collar brass, silver in color
(1) Tie clasp, w/state seal and Ticonderoga Police
(1) Coat badge
(1) Shirt badge
(1) Wallet badge
(1) I.D. Case/Wallet
(1) I.D. Card
(1) Black leather duty belt-plain finish
(1) Black leather safety holster-plain finish
(1) Black leather ammunition case with two clips-plain finish
(1) Department issued weapon
(1) Night stick holder-plain finish
(1) Night stick
(1) Night stick stop
(1) Set handcuffs, key, and black leather case-plain finish
(1) Mag flashlight
(1) Police radio, with holder and charger
(4) Belt keepers
SCHEDULE B

Clothing maintenance

Dry cleaners shall pick up twice a week.

Each officer shall turn in a maximum of seven items per week (Of the seven items per week are pants and shirts in any ratio).

Each officer will be allowed to get his/her jacket cleaned once per year.

Each officer will be allowed to get his/her sweater cleaned twice per year.

The Chief, at his discretion, may allow extra cleanings for extenuating circumstances.