

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF OLIVE

and

**TOWN OF OLIVE
POLICE BENEVOLENT ASSOCIATION**

January 1, 2024 – December 31, 2026

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ARTICLE 1 NOTICE OF AGREEMENT

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This initial Collective Bargaining Agreement is made and between the Town of Olive (hereinafter referred to as the “Town”) and the Town of Olive Police Benevolent Association (hereinafter referred to as the PBA).

It is the mutual policy and intent of the parties to this initial Collective Bargaining Agreement to:

Maintain a harmonious and cooperating relationship between the Town of Olive and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.

To promote fair and reasonable working conditions.

Comply with the New York State Public Employees’ Fair Employment Act.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Town Policy and Governance

2.1.1 Management Rights Clause: The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities are the right to: hire, assign, promote, transfer, furlough, 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, 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; and all other rights pertaining to the operation and management of the business and affairs of the Town unless restricted by the Taylor Law or expressly provided otherwise in this Collective Bargaining Agreement.

2.1.2 Rule, Regulation, Policy and/or Procedure Changes: The Town shall notify the PBA, in writing, no later than ten calendar days prior to any rule, regulation, policy and/or procedure change being implemented in order for the PBA to respond to determine whether or not the proposed change(s) violates the Collective Bargaining Agreement or existing terms and conditions of employment.

2.1.3 Supervisors Performing Bargaining Unit Work: The Police Chief may perform bargaining unit work as per the following stipulation.

The Town shall fill any and all vacant patrol shifts by canvassing unit members in the following order:

a) Part-Time Members (while staying within civil service time restrictions);

b) Full-Time Member on overtime; and

c) Part-Time Members (that may exceed civil service time restriction); and

d) In the event all unit members are canvassed to work the vacant patrol shift as described above, and no unit member has agreed to work, the Chief of Police may cover the shift. Shift coverage by the Chief of Police shall not be deemed or pleaded as a waiver of PBA or employee rights or breach of exclusivity.

The Town acknowledges that road patrol and other patrol functions are and shall continue to be, exclusive unit work and as such cannot be performed by the Chief of Police or other non-unit members except under exigent circumstance.

ARTICLE 3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the PBA as the sole and exclusive bargaining agent and representative with unchallenged representation status for the maximum period allowed by law for all police officers and sergeants, but excluding the Police Chief and all other employees.

The Town further agrees to provide the PBA President with a minimum of thirty calendar days written notice of the creation of a full-time police officer position(s). Upon written receipt to the Town Supervisor by the PBA President or designee for a demand to negotiate terms and conditions of employment for the full-time police officer(s), the Town agrees to commence negotiations with the PBA and/or its designee within thirty calendar days of receipt of the demand to negotiate. In the event an agreement is not reached prior to the proposed start date(s) of the full-time police officer(s), the Town may establish the initial terms and conditions of employment, subject to its continuing obligation to negotiate all terms and conditions of employment. In the event the parties do not reach a negotiated agreement, the impasse procedure of the Taylor Law shall apply (e.g., mediation and interest arbitration).

3.1.2 Application of Collective Bargaining Agreement: This Collective Bargaining Agreement shall apply to the bargaining unit as defined in 3.1.1 above.

3.1.3 Employee Information: In addition to the requirements of the Taylor Law, the Town Clerk shall provide the PBA President, by January 31st and July 31st of each year, the following information:

- 1) Name of each employee represented by the PBA;
- 2) Date of hire with the Town;
- 3) Date of separation of any employee of the preceding six months;
- 4) A seniority list for all employees; and,
- 5) The specific rank, and rate of pay for each employee.

3.2 Membership Dues Deduction

3.2.1 Membership Dues Deduction: Upon written authorization of the employee concerned, but no later than the first pay period of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Town and PBA, the Town shall deduct the membership dues established by the PBA from each payroll check of each employee, including all arrearages to date from the part-time employee who did not work in any workweek. The Town shall forward all dues deductions to the PBA no later than five calendar days after the pay period in which the deductions occurred.

The PBA President or designee shall notify the Town Supervisor, in writing, the established dues for deduction, and changes, as they occur.

3.3 Other Deductions

3.3.1 The Town, upon written authorization of the employee concerned and unless the employee subsequently rescinds the authorization, agrees to permit deduction from the employee's payroll check for:

Direct Deposit at no cost to the employee.

Deferred Compensation through the State of New York at no cost to the employee, in its plan pursuant to Section 457 of the Internal Revenue Service Code.

It is further agreed and understood that, notwithstanding anything else to the contrary, such deductions must comply with appropriate law.

3.4 PBA Officers

3.4.1 The PBA President or designee shall forward to the Town Supervisor a list of the names and titles of its officers and representatives, plus changes as they occur.

3.5 PBA Bulletin Board

3.5.1 There shall be a designated bulletin board or a reasonable section thereof, in the police department, for use by the PBA. All PBA notices must be signed by the appropriate PBA official. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose.

3.6 Labor-Management Meetings

3.6.1 Authorized spokespersons for the Town and PBA shall meet at the request of either party to discuss methods of improving working and safety conditions, productivity, cost saving procedures, and administration of this Collective Bargaining Agreement.

The request shall be in writing, addressed to the Town Supervisor or designated representative, or PBA President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

ARTICLE 4 EMPLOYEE RIGHTS

4.1 Probationary Period

4.1.1 Length of Probationary Period: An employee's original appointment to a position in the competitive or non-competitive class will be as prescribed in the rules and regulations of the Ulster County Civil Service agency.

4.1.2 Successful Completion of Probationary Period: In accordance with Civil Service rules and regulations, following the completion of the maximum probationary period, the appointment will become permanent upon written notice that an employee has successfully completed the probationary period, unless the probationary period was extended in accordance with the rules and regulations of the Ulster County Civil Service agency.

4.1.3 Failure to Successfully Complete Probationary Period: The Town may dismiss an employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period.

4.2 Seniority

4.2.1 Service Seniority: Whenever seniority is to be used in making an employment decision, seniority will be determined by the employee's length of continuous service with the Town of Olive.

The rank of Sergeant, full or part-time, regardless of the employee's length of continuous service as set forth herein, shall be considered the most senior employee.

4.2.2 Computation of Seniority: For the purpose of calculating length of service of an employee, one year of service will be credited for every 2080 hours of paid work.

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 length of service and the date of hire, such employees will have their individual seniority determined by lot.

4.2.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence beyond thirty calendar days or while the employee is in layoff status beyond thirty calendar days. Such leave will not be considered as a break in “continuous service”.

4.2.5 Disability Leave: An employee who is on on-the-job disability leave will continue to accrue seniority as if the employee was in regular pay status.

4.3 Personnel File

4.3.1 Employee Access: A current employee may review and copy the contents of the employee’s own personnel file. The employee must submit a written request to the Town Supervisor. Someone authorized by the Town Supervisor must be present when the employee inspects the file. An employee may not remove or place any material in the employee’s personnel file without the approval of the Town Supervisor.

4.4 Layoff and Recall

4.4.1 Layoff and recall will be as prescribed in the rules and regulations of the Ulster County Civil Service agency.

ARTICLE 5 WORK SCHEDULE

5.1 Minimum Work Requirement

5.1.1 The Police Chief or designee shall post the patrol work schedule no later than the first day of each calendar month with the number of employees needed for each tour of duty for the following calendar month.

Based on that posting, all employees working the patrol schedule must commit to work on a minimum of **three tours of duty**. The commitment to work must be entered into the posted work schedule no later than the tenth calendar day of each month for the ensuing month.

The Chief, or the Sergeant in the Chief’s absence, shall post a tentative schedule no later than the 20th of the preceding month. Members shall review the tentative schedule and advise the chief of any errors or conflicts as soon as possible. The “tentative” schedule, with any amendments made by the Chief or the Sergeant, shall be considered the “official” schedule one week after being posted.

Seniority shall have preference in the scheduling of the tours of duty.

Each employee must work a minimum of three tours of duty each and every month. An employee who fails to work this minimum requirement shall be terminated from employment. There are two exceptions to this mandate and penalty:

1. An employee may work less than three tours of duty in any one month in each calendar year.
2. An employee may be excused by the Chief of Police, in writing, due to a condition or event that prevents the employee from working three tours of duty in any given month; for example: illness, injury, personal emergency. The decision as to whether to excuse or not to excuse is at the sole discretion of the Chief of Police and is not eligible for the grievance procedure or any other appeal.

The work assignment within the scheduled tour of duty shall be at the sole discretion of the Police Chief, or designee. An employee may not change or switch his/her scheduled tour(s) of duty without the prior approval of the Police Chief, or designee, except in the case of an emergency or his/her primary employment requires him/her to work.

An employee who fails to work his/her scheduled tour(s) of duty, or switches a scheduled tour(s) of duty without the prior approval of the Police Chief or designee, shall be advised orally and/or in a written counseling memo first, documenting same at the end of that monthly scheduling period prior to any disciplinary action being taken, except regarding an emergency and/or the employee's primary full-time employment as set forth herein. The oral and/or written counseling memo shall not be reviewable pursuant to the Disciplinary Procedure in section 9.1 of this Collective Bargaining Agreement.

However, an employee who fails to continue to work his/her scheduled tour(s) of duty, or switches a scheduled tour of duty without the prior approval of the Police Chief, or designee, during the next scheduling period(s), may be the subject of a disciplinary action through Command Discipline if it resolves the matter, which shall not be reviewable pursuant to Grievance Procedure in section 9.2 of this Collective Bargaining Agreement, except regarding an emergency and/or the employee's primary employment as set forth herein. In the event the matter is not resolved, through Command Discipline, the Town Board may pursue formal charges as set forth in Disciplinary Procedure in section 9.1. An employee who requests, based on his/her availability, and is scheduled to work two consecutive tours of duty, shall be paid "straight time" at the employee's hourly rate of pay.

5.2 Shifts

The starting and ending times of each tour of duty for each day of the week in which coverage is provided shall be 7AM to 3PM and 3PM to 11PM (or otherwise authorized by the Police Chief).

5.3 Scheduling Leave

5.3.1 Shift Attendance: All employees are expected to work their scheduled shifts. Any employee who will be late for his scheduled shift must directly notify the Chief or the Sergeant by phone.

An employee may request to be excused from working their scheduled shift, subject to approval from the Chief or the Sergeant, under the following conditions:

A. Employees may “swap” shifts with other employees by submitting the departments “Swap Shift” form¹.

1. Swap requests made less than **5 days** in advance of the date in question also require direct verbal communication with the Chief or the Sergeant.
2. The swap cannot result in the involved employee violating the time restrictions imposed by Civil Service.

B. Part-time employees may request to be excused. The request must be made in writing and must be submitted at least **10 days** in advance of the date in question².

C. Part-time employees may call in sick when unable to work due to illness or injury³. Direct verbal communication must be made with the Chief or the Sergeant, as soon as possible, before the beginning of your scheduled shift.

D. Emergency situations³. Direct verbal communication must be made with the Chief or the Sergeant as soon as possible before the beginning of your scheduled shift.

Footnotes:

1 – “Swap Shift” form may be found on the “Shared” server in the “PD Forms” folder.

2 – The 10-day requirement may be waived, at the discretion of the Chief, due to extenuating circumstances.

3 – Any department employee who takes time off pursuant to subsections C and D under false pretenses will be subject to disciplinary proceedings for dishonesty.

5.4 Meal Periods

5.4.1 Meals: Each employee shall be entitled to a one-half hour paid meal period during each tour of duty.

ARTICLE 6 COMPENSATION

6.1 Part-Time Hourly Rates

6.1.1 Part-Time Hourly Rate Schedule: The schedule below is for the period January 1, 2024 through December 31, 2026.

	1-1-2024	1-1-2025	1-1-2026
Without MPTC Certification and Field Training*	\$27.00	\$28.09	\$29.21
Police Officer	\$31.00	\$32.09	\$33.21
Sergeant(s)**	\$34.00	\$35.09	\$36.21

* A police officer who is uncertified and attends the police academy for certification shall be paid the above hourly rate for all hours, or part thereof, while attending the police academy, and all hours, or part thereof, during the police department's Field Training requirements until completion. Upon completion as set forth heron, that employee shall be paid the police officer's hourly rate of pay.

** The Sergeant(s) shall be paid a \$3.00 per hour differential over and above a police officer.

6.1.2 Wage Negotiations for 2024 and 2025: On or before August 1, 2024, the parties will reopen negotiations for the sole purpose of negotiating wage increases for 2025, which shall not be less than 3.5%. On or before August 1, 2025, the parties will reopen negotiations for the sole purpose of negotiating wage increases for 2026, which shall not be less than 3.5%.

6.2 Holidays

6.2.1 Holiday Pay: An employee who works on any of the following Holidays, or part thereof, shall be paid at the rate of one and one-half times the employee's hourly rate, except as set forth below:

January 1st	Indigenous Peoples' / Columbus Day
Martin Luther King Jr. Day	General Election Day
Presidents' Day	Veterans' Day
Easter Sunday (2X)	Thanksgiving Day (2X)
Memorial Day (2X)	Day after Thanksgiving
July 4th (2X)	December 25th (2X)
Labor Day (2X)	

6.3 Pay Period

6.3.1 The wages of employees shall be paid on every other Friday. In the event that this day is a holiday or the employee's day off, the preceding day shall be the pay day. The pay period will end every other Tuesday at 12:00 midnight.

ARTICLE 7 RETIREMENT BENEFITS

7.1 Retirement Plan

7.1.1 **NYS Retirement Plan:** No later than sixty calendar days after the ratification of this initial Collective Bargaining Agreement, the Town agrees to adopt, implement and provide the non-contributory Twenty-Year Retirement Plan under Section **384-d** of the New York State and Local Police and Fire Retirement System for all eligible employees. Any employee subject to the provisions of the Retirement and Social Security Law known as Tier 5 or Tier 6, shall make contributions required therein towards his/her pension plan.

ARTICLE 8 GENERAL PROVISIONS

8.1 Uniforms and Equipment

8.1.1 **Uniform Allotment:** All current employees and new hires shall receive an initial uniform and equipment allotment, as set forth in "Appendix D," attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Town or Police Chief requires additional uniforms and/or equipment, the Town shall provide, at no cost to the employee, those articles. Thereafter, those articles shall become part of "Appendix D" for issue to new and existing employees. All equipment issued by the Town shall be returned to the Town upon the employee's separation from service. In the event the employee does not return his/her equipment, the employee's last paycheck shall have that amount deducted for replacement, and in the event that paycheck is insufficient based on fair market replacement, the employee shall be required to pay the Town the balance due. All uniforms and equipment shall be replaced by the Town based on a normal wear and tear basis.

8.1.2 **Cleaning Allowance:** The Town shall pay an annual cleaning allowance to each part-time employee as follows, which shall be cumulative:

Hours Worked in a Calendar Year (1-1 thru 12-31)	1-1-2024	1-1-2025	1-1-2026
200-400 Hours	\$60.00	\$60.00	\$60.00
401-600 Hours	\$60.00	\$60.00	\$60.00
601-800 Hours	\$60.00	\$60.00	\$60.00
801 Hours & Above	\$80.00	\$80.00	\$80.00
Calendar Year Maximum	\$260.00	\$260.00	\$260.00

8.2 Mileage Reimbursement

8.2.1 Mileage: An employee who is directed by the Police Chief, or designee, to use the employee's own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Internal Revenue Service.

8.3 Printing of Agreement

8.3.1 The Town agrees to print and furnish each employee one copy of this Collective Bargaining Agreement, for which they will sign for, as received. New employees shall also be provided a copy of this Agreement upon hiring.

ARTICLE 9 DUE PROCESS PROCEDURES

9.1 Disciplinary Procedure

9.1.1 Command Discipline - Informal Stage

In the event the Police Chief determines that a formal procedure is not required due to the relatively minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or police departments adopted Rules and Regulations, all employees 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.

Based on the above, the Police Chief shall initiate Command Discipline by advising the employee(s) of the minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or the Police Department's adopted Rules and Regulations by the Town Board, and the proposed penalty. In the event the employee(s) does not agree with the proposed penalty, or in the event a settlement cannot be agreed upon, or rejects Command Discipline, the Police Chief shall advise the Town Board that no acceptable resolution was achieved through Command Discipline, in order for the Town Board to determine whether or not it may file a formal written charge(s) against the employee(s) as set forth herein.

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

A written reprimand to be placed in the employee's personnel file, which shall not exceed eighteen months. After the written reprimand is removed from the employee's personnel file, it may be retained in an administrative file for use in only any future formal disciplinary proceeding involving the employee, and/or

Removal from the work schedule of the part-time employee, which shall not exceed three scheduled workdays.

In the event Command Discipline resolves the matter by a signed Stipulation of Settlement, neither the employee nor PBA may file or pursue a grievance pursuant to the Grievance Procedure of this Collective Bargaining Agreement.

9.1.2 Procedure Rights - Formal Stage

In the event the Town Board determines that a formal written charge(s) is required, the Disciplinary Procedure shall be Section 75/76 of the Civil Service Law.

9.2 Grievance Procedure

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

9.2.2 General Terms: The grievance shall first be submitted by the PBA to the Police Chief. A written response is required of the Police Chief hereunder and the original grievance shall be returned to the the PBA for their response. In the event the written response is unsatisfactory from the Police Chief, the grievance may be appealed by the PBA to the Town Board. A written response is required from the Town Supervisor on behalf of the Town Board and the original grievance shall be returned to the PBA. In the event the Town Board's written response is unsatisfactory, the grievance may be appealed to arbitration.

Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this Collective Bargaining Agreement, which the PBA claims to have been violated.

Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, can only be agreed to by the Town and PBA, and the parties shall enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.

9.2.3 Procedure:

Step One - Police Chief: The PBA shall present the grievance in writing to the Police Chief no later than twenty-eight calendar days after the PBA President and/or grievant knew or should have known of the grievance as defined herein. The Police Chief shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the PBA. The Police Chief shall issue a written decision to the employee(s) and the PBA within fourteen calendar days after receipt of the grievance.

Step Two - Town Board: If the the PBA, wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the Town Supervisor on behalf of the Town Board within fourteen calendar days from the date of receipt of the Step 1 decision. The Town Supervisor on behalf of the Town Board shall issue a written decision to the Grievant and the PBA President or designee no later than fourteen calendar days after the appeal was received.

Step Three – Arbitration: In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the New York State Public Employment Relations Board (PERB) for the selection of an arbitrator.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion which are not essential in reaching the determination.

All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

ARTICLE 10 SECTION 207-c PROCEDURE

10.1 The General Municipal Law Section 207-c Procedure is attached hereto as “Appendix E” and made a part of this Collective Bargaining Agreement.

ARTICLE 11 APPLICATION OF AGREEMENT

11.1 Duration of Agreement

11.1.1 This initial Collective Bargaining Agreement shall be effective from January 1, 2024 through December 31, 2026, unless otherwise agreed to by the parties.

11.2 Savings Clause

11.2.1 In the event this Collective Bargaining Agreement expires and there is no successor Agreement, all terms and conditions shall remain in full force and effect until such time as an Agreement is effectuated.

11.2.2 The parties agree that should any section, part, or paragraph of this Collective Bargaining Agreement be declared by a court to be unlawful, invalid, unenforceable, that section(s), part, or paragraph so declared shall not affect the validity and enforceability of any other section(s), part, or paragraph hereof, and the remainder of this Collective Bargaining Agreement shall continue to remain in full force and effect. In the event any section(s), part, or paragraph is declared to be unlawful, invalid, or unenforceable, the parties shall negotiate its impact.

11.3 Legislative Action

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.

11.4 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF OLIVE

**TOWN OF OLIVE POLICE
BENEVOLENT ASSOCIATION**

Jim Sofranko
Town Supervisor

Robert Fisher
PBA President

Date

Date

Drew Boggess
Member of the Town Board

Timothy Dupree
PBA Treasurer

Date

Date

APPENDIX A: UNIFORMS

- 2 – Uniform Shirts, PDU, Long Sleeve
- 2 – Uniform Shirts, PDU, Short Sleeve
- 2 – Uniform Pants, PDU
- 1 – Uniform Jacket/Coat
- 1 – Hat
- 1 – Badge
- 1 – Service Weapon (Glock 22) w/Holster
- 1 – Expandable Baton w/holder
- 1 – Handcuffs w/holder
- 1 – Handcuffs w/holder
- 1 – Rain Coat
- 1 – Traffic Vest
- 1 – Set, Collar Ornaments
- 1 – Duty Belt
- 3 – Magazines w/Magazine Pouch
- 1 – Pepper Spray w/holder

- 1 – Body Armor - to be replaced at no cost every 5 years from date of issue, and an outer carrier
- 2 Tasers, with holders for those employees who are certified and working

APPENDIX B: GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1: Intent

This policy is intended to provide a procedure to regulate both the application for, the award of, the administration of, and the discontinuation of benefits under section 207-c of the General Municipal Law (hereafter referred to as "Section 207-c"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding Section 207-c set forth in the statute or law.

Section 2: Employer

For the purpose of this procedure, the Employer shall be referred to as the Chief of Police. Nothing in this procedure is intended to limit the right of the Employer to designate a person other than the Chief of Police to receive applications or initially decide entitlement to benefits. In the event that someone other than the Chief of Police is designated to receive applications or render initial determinations, the Employer will prominently publish the name of the individual who receives applications or renders initial decisions.

Section 3. Application for Section 207-c Benefits

Any employee who is injured in the performance of his/her duties or is taken sick as a result of the performance of his/her duties, shall file an application for benefits for Section 207-c benefits, which is attached hereto as *Attachment A* with the Chief as soon as practicable, but in no event more than thirty (30) calendar days after the employee became aware of the injury or illness. In addition to the application, the employee shall sign and file a medical release, which is attached hereto as *Attachment B*.

Upon good cause shown, an application for Section 207-c benefits may be considered in the discretion of the Chief, notwithstanding the failure to file the application within the required thirty (30) day period. In the event that the employee is physically or mentally unable to complete the written application, another individual may do so and have it filed with the Chief.

Copies of the application and medical release shall be on file in the Police Department and shall be supplied to the employee upon notification to the Police Department that an employee has alleged an injury or illness incurred in the performance of duties. In addition, the application and medical release shall be provided to the employee by the Police Department or Town at the same time the employee is provided with documentation to complete for Workers' Compensation benefits. The Town's failure to provide the application and release shall be an automatic waiver of the filing time limits set forth in this Section.

Upon receipt, a copy of the application shall be provided to the PBA President by the Police Chief.

Section 4. Initial Determination

- a) The Chief shall promptly request necessary medical records authorized by the medical release signed by the employee and review an application for Section 207-c benefits. The Chief shall make a determination of initial eligibility within thirty (30) calendar days of the time that an application has been filed. All medical information received will remain confidential and shall not be used or released except for those purposes authorized by this procedure, including any hearings or determinations or medical examinations of the employee.
- b) A copy of the written determination shall be mailed by certified mail, return receipt requested or hand-delivered to the employee and by electronic mail or hand delivery to the PBA President, no later than twenty-four hours after the determination is made. In the event of a denial, the denial letter will inform the employee of the reasons for such denial and of the appeal rights provided for in this procedure. If the application is denied because of documentation or information not being provided, the employee will be advised that the application will be reconsidered upon submission of all documentation or information needed to enable the Chief to make the initial eligibility determination.
- c) Upon a finding of eligibility for Section 207-c benefits, the Town shall file notice with the Comptroller's office in the form attached as *Attachment C*.
- d) In the event that the employee is not satisfied with the initial determination rendered by the Chief, the employee may, within thirty (30) calendar days after receipt of the Chief's determination, file a written demand for appeal of the determination with the Chief, by regular mail, facsimile, electronic mail or personal delivery. If the application is rejected as untimely, the employee shall have the right to appeal pursuant to this procedure.
- e) A demand for appeal shall be processed pursuant to Section 10 of this procedure.
- f) If granted GML 207-c status, the employee will be paid regular salary and wages dating back to the date of the injury, within ten days of the granting of benefits. Regular salary and wages of part-time employees shall be based upon the average number of hours worked by the employee during the year immediately preceding the injury and/or illness for each week not worked.

Section 5. Light or Full Duty Assignments

- a) Any employee deemed able to perform specified light or full duty by the Chief, based upon medical documentation, may be directed by the Chief to perform specified light or full duty. A light or full duty order shall not take effect earlier than ten (10) calendar days after the notice of the order to the employee by hand delivery or certified mail, return receipt requested, with a copy to the PBA President, by electronic mail or hand delivery.

b) An employee who disagrees with the order to report for light or full duty and has conflicting medical documentation that he/she is unable to undertake light or full duty shall submit the medical documentation to the Chief within ten (10) calendar days of receipt of the order to report for light or full duty, by regular mail, facsimile, electronic mail or personal delivery. The Chief shall review the medical documentation and within twenty-four (24) hours of its receipt shall issue to the employee a decision as to whether the order to return to light or full duty should be confirmed, modified or withdrawn. If the employee is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within thirty (30) calendar days after mailing of the decision, by regular mail, facsimile, electronic mail or personal delivery. The Chief shall arrange for a hearing to be held pursuant to Section 9 of this procedure.

c) Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to light or full duty and submits conflicting medical documentation, until it is determined whether the employee is capable of performing the light or full duty pursuant to this procedure. Where a determination has been made pursuant to Section 10 of this procedure that the employee can report to and perform light or full duty, and that employee fails or refuses to perform light or full duty, that employee's Section 207-c status shall be discontinued.

Section 6. Termination of Benefits

If, for any lawful reason the Chief determines that an employee is no longer eligible for benefits, the Chief shall notify the employee in writing of the proposed termination and reason(s) for the proposed termination. Notice of such proposed termination and the reasons therefore shall be served personally or by certified mail, return receipt upon the employee, with a copy to the PBA President by electronic mail or personal delivery. An employee who disagrees with the proposed termination may request a hearing pursuant to Section 10 of this procedure within thirty (30) calendar days of receipt of the notice of termination, by regular mail, facsimile, electronic mail or personal delivery. Pending a determination under Section 10, the employee shall continue to receive Section 207-c benefits.

Section 7. Determination Review Procedure

a) In the event that an employee appeals from a determination of the Chief made pursuant to this policy, the appeal will be heard by one of the following arbitrators, in rotating order: **Monte Klein; Philip Maier; Jeffrey Selchick**. If the arbitrator next on the rotation is unavailable to hear the appeal within thirty (30) calendar days, the next arbitrator(s) shall be contacted. In the event that no arbitrator is available, the arbitrator shall be selected by the parties making a request for a list of arbitrators from AAA or other agreed upon administrator as set forth in the Grievance Procedure in this Agreement.

b) In the case where an employee is appealing the denial of an award of Section 207-c benefits, either as a result of an initial injury or illness or the recurrence of an injury or illness the burden of proof shall be on the employee and will constitute a preponderance of the evidence. In the case where the Town has made a determination that the employee is no longer eligible for Section 207-c benefits or that the employee is eligible to work light duty, the burden of proof shall be on the Town and shall be by a preponderance of the evidence.

c) The employee may be represented by representative of his/her choice and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. A transcript shall be made, the cost of which shall be shared equally between the PBA, or in the event the employee is represented by a representative other than the PBA, the employee and Town. After the hearing, the Arbitrator shall render a determination which shall be final and binding upon all parties. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 8. Conflicting Medical Documentation

In the event there is a medical dispute between an employee's physician and the Town's medical examiner as to whether the employee is able to perform his/her regular duties or specified light duties, as detailed by the Chief, the parties shall designate a third (3rd) physician, in the field of medical specialty regarding the injury or illness, to be examined. The designation shall be from a list agreed to by the PBA and Town of board certified physicians in the field of specialty required, all of whom shall have offices within sixty (60) miles of the Town Police Department. Physicians will be chosen on a rotational basis from a list of two physicians in each specialty, one chosen by the PBA and one chosen by the Town. The parties shall randomly choose the order of physicians included in each list as it is agreed upon. If a third (3rd) physician is required in a field not on a rotational list, the parties must agree to establish a new list in the field. The third medical examiner's written report and opinion regarding whether the employee is capable of reporting back to and performing his/her regular duties or specified light duties shall be binding upon the parties. The opinion and report shall be provided, in writing, to the Chief and employee and the employee's representative as soon as practical following the examination. In the event it is determined that the employee can return and perform his/her regular duties or specified light duties, he/she shall report to work on his/her next regularly scheduled tour of duty after receipt of an order by the Chief return to work. The cost of the third medical examiner's examination and report shall be paid by the Town.

Section 9. Miscellaneous

a) A matter may be settled at any stage of this proceeding. The terms of such settlement shall be reduced to writing, and signed by the parties.

b) The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the grievance procedure in the collective bargaining agreement.

c) An employee who returns to full duty and re-injures or aggravates the prior injury or illness shall be subject to the same application process for an initial injury or illness.

d) The Town shall, in accordance with Internal Revenue Service (IRS) regulations, not withhold federal or state income taxes or social security and Medicare taxes from an employee's wages and shall refund the employee for any of these amounts incorrectly withheld, within thirty (30) calendar days of the date of the wage payment in which the amounts were incorrectly withheld. The Town shall provide the employee with an annual W-2 statement that does not include Section 207-c benefits as wages and salary.

e) An employee who is receiving examinations or treatment and has returned to specified light or full duty, shall make every effort to schedule such examinations or treatment during non-work hours. If he/she is unable to do so, necessary time off will be granted and shall not be charged to any accrued leave time.

f) In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction including the Public Employment Relations Board, or any portion shall be found to be other than mandatorily bargainable, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In that event, either the Town or the PBA shall have the right to immediately reopen negotiations with respect to a substitute for the invalidated portion pursuant to the Taylor Law.

ATTACHMENT A

APPLICATION FOR GENERAL MUNICIPAL LAW 207-C BENEFITS

Claimant's Name: _____ Date of Application: _____

Claimant's Address: _____

Name of Person Submitting Application: _____

(If different from claimant)

Name of Supervisor: _____ Job Title: _____

I hereby apply for benefits under Section 207-c of the General Municipal Law based on the following:

_____ Injury sustained in the course of performance of duties

_____ Illness sustained as a result of performance of duties

Date and Time of Incident: _____

When and to whom was the injury/illness first reported? _____

In the space provided, and on additional sheets if necessary, set forth a brief description of the injury/illness, including a description of the nature and extent of the injury/illness, how and where it occurred, what factors led up to or contributed to the injury/illness, whether first aid or medical treatment was provided, the names of any and all witnesses to the injury/illness, the names of all medical care providers who have treated you to date, including hospitals. Attach any documents that are relevant to the injury/illness.

Signature of Applicant/Representative

Date

ATTACHMENT B

**TOWN OF OLIVE POLICE DEPARTMENT
MEDICAL RELEASE FORM**

To: _____ :
[Name and address of person or organization releasing medical information]

I, _____, D/O/B _____ SS# _____
(Patient) authorize the above-named person or organization, to release my health-related information and/or materials (as indicated below) to:

[Name & address of person or organization to which disclosure is made]

This Authorization covers the medical information selected below and authority to copy any and all such records:

___ Medical records related to accident/injury/illness incurred on _____, 20___:

[Describe injury/illness; body part]

___ Psychotherapy Notes (Only check if applicable) (If this Authorization is for Psychotherapy Notes, do not check any other box; an authorization for Psychotherapy Notes cannot be used with any other authorization for the release of medical information)

The purpose for this Authorization is for purposes of determination of my eligibility for benefits under General Municipal Law § 207-c.

This Authorization expires twelve months from its issuance or earlier if revoked in writing. I may revoke this authorization at anytime in writing. Such revocation will not affect any use or disclosure already taken in reliance upon this Authorization.

Treatment, payment, or enrollment in a health plan or eligibility for benefits will not be conditioned on signing this Authorization.

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I understand that once health information is disclosed pursuant to this Authorization, it may be re-disclosed and may no longer be protected by privacy laws.

Signature of Patient

Date

or

Printed Name of
Authorized Representative

Signature of
Authorized Representative

Date

Basis of Legal Authority if Signed by Authorized Representative

Witness

Date

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