

**LABOR AGREEMENT BY AND
BETWEEN**

THE CITY OF ITHACA

AND

THE ITHACA POLICE

BENEVOLENT ASSOCIATION

January 1, 2000 - December 31, 2004

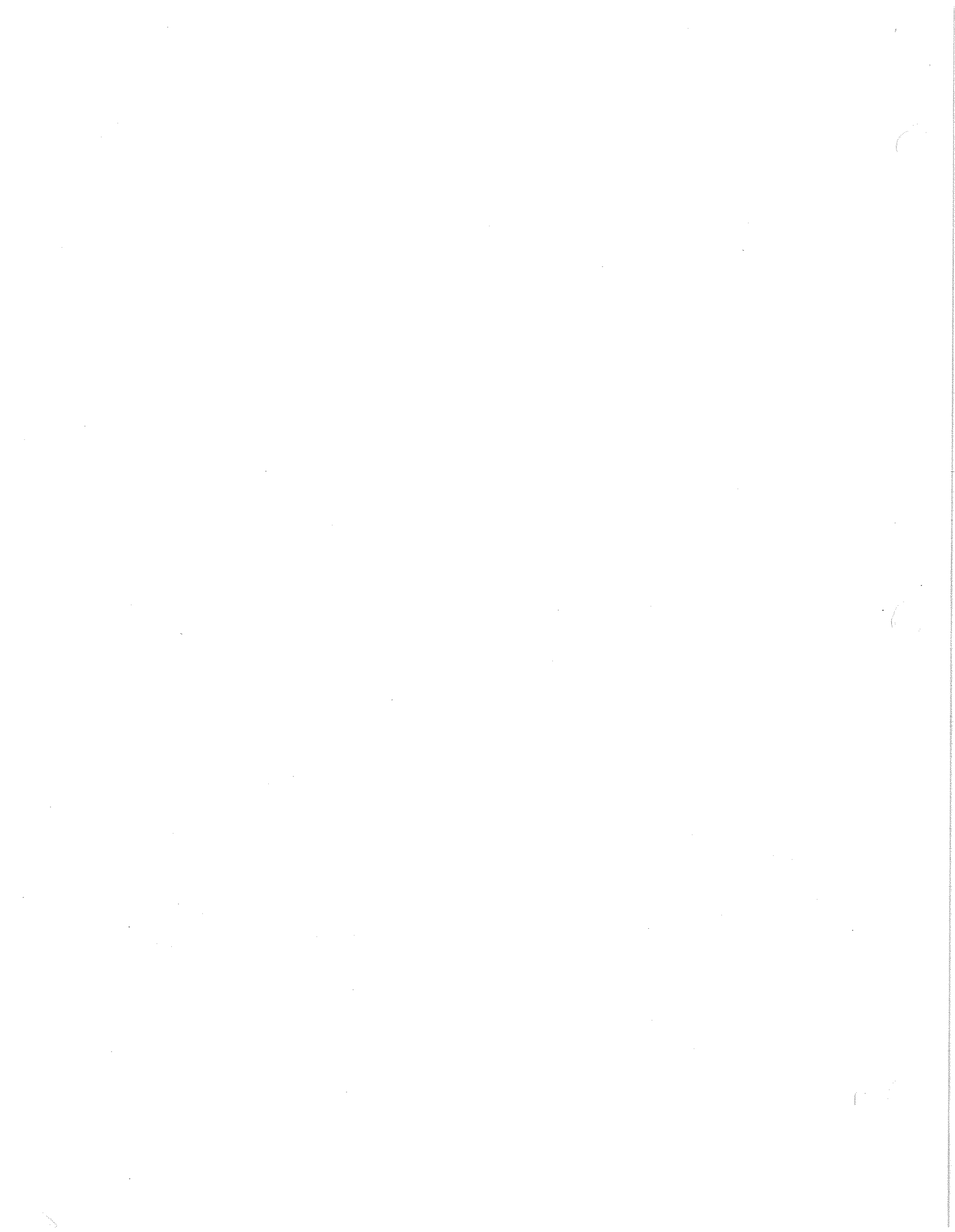
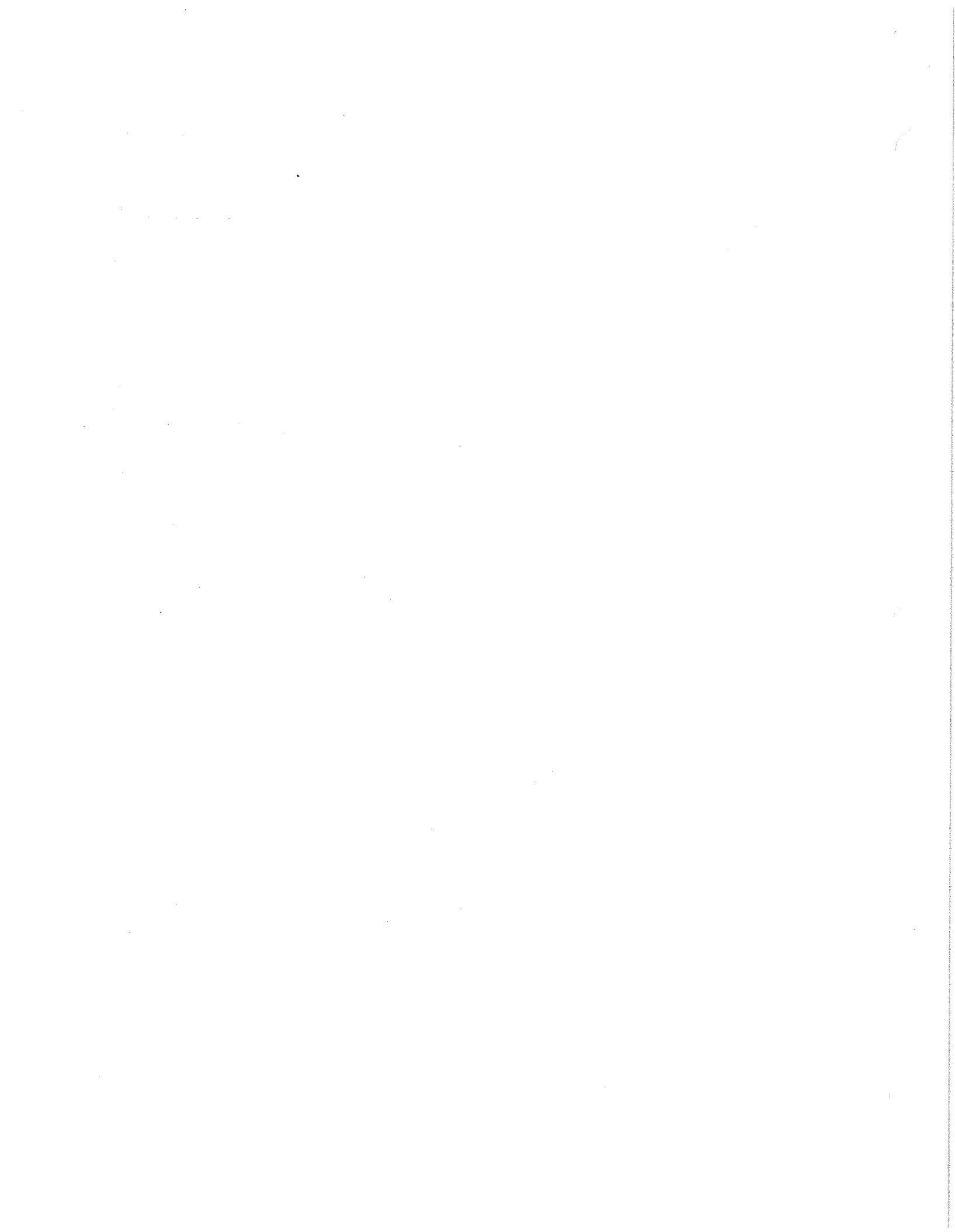


TABLE OF CONTENTS

| | |
|---|-------|
| TABLE OF CONTENTS..... | i-iii |
| ARTICLE I APPLICABLE LAW..... | 1 |
| ARTICLE II RECOGNITION..... | 1 |
| ARTICLE III COMPENSATION..... | 2 |
| Section A. - Salary..... | 2 |
| Section B. - College Credits..... | 2 |
| Section C. - Longevity..... | 2 |
| Section D. - Retirement..... | 2 |
| Section E. - Paychecks..... | 2 |
| ARTICLE IV WORK DAY, WORK WEEK, HOLIDAYS AND OVERTIME..... | 3 |
| Section A. - Work Schedule..... | 3 |
| 1. Patrol Division..... | 3 |
| 2. Officers Other than Patrol Division..... | 3 |
| 3. K-9 Unit Handler Grooming Time..... | 4 |
| 4. Shift Hours..... | 5 |
| 5. Special Shifts..... | 6 |
| 6. Mutuels..... | 7 |
| 7. Overtime..... | 7 |
| 8. College Course Work Schedule..... | 8 |
| 9. Extra Duty Police Services..... | 8 |
| 10. Work Schedule Committee..... | 9 |
| Section B. - Holidays..... | 9 |
| Section C. - Comp Bank..... | 10 |
| Section D. - Travel Time..... | 11 |
| Section E. - Changes of Schedule to Avoid Overtime..... | 11 |
| Section F. - Officer-In-Charge Pay..... | 11 |
| Section G. - Semi-Annual Time Changes..... | 11 |
| ARTICLE V VACATION AND SICK LEAVE..... | 11 |
| Section A. - Vacation..... | 11 |
| Section B. - Sick Leave..... | 12 |
| Section C. - Family Illness..... | 12 |
| Section D. - Prolonged Illness..... | 13 |
| Section E. - Retirement Fund Account..... | 13 |
| ARTICLE VI PARENTAL LEAVE..... | 14 |
| ARTICLE VII BEREAVEMENT LEAVE..... | 14 |

| | | |
|---|--|----|
| ARTICLE VIII | | |
| PERSONAL LEAVE..... | | 15 |
| ARTICLE IX | | |
| SNOW EMERGENCY..... | | 15 |
| ARTICLE X | | |
| NIGHT SHIFT DIFFERENTIAL..... | | 15 |
| ARTICLE XI | | |
| HEALTH AND DENTAL INSURANCE..... | | 16 |
| Section A. - Health Insurance..... | | 16 |
| Section B. - Dental Insurance..... | | 16 |
| ARTICLE XII | | |
| DUTY AND SHIFT ASSIGNMENTS AND SENIORITY..... | | 16 |
| Section A. - Duty and Shift Assignments..... | | 16 |
| Section B. - Seniority..... | | 16 |
| Section C. - Assignments as Investigators..... | | 17 |
| Section D. - Special Unit Lay-Off and Re-call..... | | 17 |
| ARTICLE XIII | | |
| EMPLOYEE RIGHTS IN DISCIPLINARY MATTERS..... | | 17 |
| Section A. - Preamble..... | | 17 |
| Section B. - Definitions..... | | 17 |
| Section C. - Rights To Representation..... | | 18 |
| Section D. - Investigatory Suspensions..... | | 18 |
| Section E. - Limitation on Actions..... | | 19 |
| Section F. - Procedures For Notice of Discipline..... | | 19 |
| Section G. - Discovery..... | | 20 |
| Section H. - Procedures For Arbitration..... | | 20 |
| Section I. - Salary Protection During the Disciplinary Process..... | | 22 |
| Section J. - Cost to the Parties..... | | 23 |
| Section K. - Limitations on Choice of Forum..... | | 23 |
| Section L. - Extensions of Time..... | | 23 |
| Section M. - Informal Resolution Procedure..... | | 23 |
| ARTICLE XIV | | |
| PERSONNEL FILES..... | | 23 |
| ARTICLE XV | | |
| UNIFORMS AND EQUIPMENT..... | | 24 |
| ARTICLE XVI | | |
| CHANGES IN WORKING CONDITIONS..... | | 25 |
| ARTICLE XVII | | |
| GRIEVANCE PROCEDURE..... | | 26 |
| Section A..... | | 26 |
| Section B..... | | 26 |
| Stage 1..... | | 26 |
| Stage 2..... | | 26 |

| | |
|---|----|
| Stage 3..... | 26 |
| a. Selecting the Hearing Officer/Arbitrator | 26 |
| Section C | 27 |
| ARTICLE XVIII | |
| CALL-IN TIME AND COURT TIME..... | 28 |
| Section 1 - Call-in-Time..... | 28 |
| Section 2 - Court Time | 28 |
| Section 3 - Court Time on a Holiday | 28 |
| ARTICLE XIX | |
| LABOR-MANAGEMENT COMMITTEE | 29 |
| ARTICLE XX | |
| RECIPROCAL RIGHTS AND MISCELLANEOUS PROVISIONS | 29 |
| Section 1 - Reciprocal Rights..... | 29 |
| A. PBA Representatives..... | 29 |
| B. PBA Organization Time..... | 29 |
| C. PBA President Time..... | 30 |
| D. PCNY Time..... | 30 |
| Section 2 - Mileage Reimbursement | 30 |
| Section 3 - Personal Property | 30 |
| Section 4 - Definitions | 30 |
| ARTICLE XXI | |
| DURATION OF THE AGREEMENT | 31 |
| APPENDIX A | 32 |
| OFFICER COMPENSATION | |
| APPENDIX B | 33 |
| UNIFORMS & EQUIPMENT | |
| APPENDIX C | |
| SAMPLE - NOTICE OF DISCIPLINE..... | 36 |
| APPENDIX D | |
| SAMPLE - WAIVER OF ARBITRATION HEARING..... | 37 |
| APPENDIX E | |
| SAMPLE - NOTICE OF DEMAND FOR ARBITRATION HEARING | 38 |
| APPENDIX F | |
| MEMORANDUM OF UNDERSTANDING | 39 |



**LABOR AGREEMENT BY AND BETWEEN
THE CITY OF ITHACA
AND
THE ITHACA POLICE BENEVOLENT ASSOCIATION**

January 1, 2000 - December 31, 2004

**ARTICLE I
APPLICABLE LAW**

The Public Employment Act, the other provisions of the Civil Service Law and the Local Laws of the City of Ithaca, (hereinafter known as the City or Employer), not inconsistent with said Act and the Civil Service Law govern the terms and provisions of this Agreement.

**ARTICLE II
RECOGNITION**

Section A.

The Employer recognizes the Police Benevolent Association, Inc. of the Ithaca Police Department, hereinafter known as the PBA, as sole and exclusive representative of all sworn officers of the Police Department of the City of Ithaca with the exception of the Police Chief and Deputy Police Chiefs. Job titles covered by this contract are listed in Appendix A.

Section B.

The Employer agrees that the PBA shall be the sole and exclusive representative for all employees described in Section 1 of this Article, for the purpose of collective negotiations and grievances from the 1st day of January 2000 until the 31st day of December 2004.

Section C.

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section D.

Upon presentation of a dues checkoff authorization card signed by an individual employee, the Employer will deduct from compensation paid to the individual such dues and assessments as may be authorized. The amount so deducted shall be remitted to the designated association representative weekly.

The Police Benevolent Association, having been recognized and certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said

bargaining unit who are not members of the Police Benevolent Association, the amount equivalent to the dues levied by the Police Benevolent Association. The amount so deducted shall be remitted to the designated association representative weekly.

ARTICLE III COMPENSATION

Section A. - Salary

All sworn officers shall receive the salary benefits set forth in Appendix A of this Agreement.

Section B. - College Credits

All officers shall be paid for college credit in police science or criminal justice at the rate of \$15 per credit per annum. All courses mandated by the State of New York or paid for by the City shall be excluded from calculation. No credits earned beyond ninety-two (92) shall be subject to calculation.

Section C. - Longevity

Each employee shall receive longevity benefits in addition to the employee's base salary as follows:

10 years or more - \$1,000
14 years or more - \$1,200
17 years or more - \$1,500

Longevity benefits shall be paid to all employees semi-annually (June 30th and on or before December 15th) on a pro-rata basis (prorated to the first of the month of hire or last month of employment). If an employee dies, the employee's estate, shall be paid longevity as if the employee worked for the entire year. If an employee resigns or is discharged, payments under this Article shall be pro rata for the time worked during the year and shall be paid with the last paycheck from the Employer.

Section D. - Retirement

The City agrees to continue to provide the Section 384-d (20 year) retirement plan, Section 375-I New Career Plan and Section 302.9D Final Average Salary retirement plan (Tier 1 members only), and to continue to make payments for the contributions of all members of the police department who are now, or shall become in the future, members of the New York State Retirement System.

Section E. - Paychecks

Employees shall be paid on a weekly basis. In the event that the regularly scheduled payday falls on a holiday, employees shall receive their paychecks on the day immediately preceding the holiday.

Employees taking an extended vacation may elect to receive up to four (4) paychecks in advance, which shall be paid on the day preceding the commencement of the employee's vacation with the following exceptions:

1. No vacation checks may be issued in advance of one calendar year for salary scheduled to be earned and paid in another year.
2. No vacation checks may be issued in advance for the last pay period of the calendar year.

ARTICLE IV

WORK DAY, WORK WEEK, HOLIDAYS AND OVERTIME

Section A. - Work Schedule

1. Patrol Division

- a. Police Officers, Sergeants and Lieutenants assigned to one of the three platoons in the Patrol Division shall work a twenty-two (22) day work schedule consisting of five (5) days on followed by two (2) days off, five (5) days on, followed by two (2) days off, six (6) days on followed by two (2) days off. The shift rotation shall be forward to the next shift at the end of the twenty-two (22) day cycle. Time worked in accordance with this work schedule shall be considered regular straight time for the purposes of Article IV.
- b. Upon initiation of the 5-2, 5-2, 6-2 work schedule each officer currently working that work schedule shall receive one day per 22 day work cycle as a "day owed", to be credited following the 22 work day cycle. A "day owed" equals eight (8) hours of straight time. An employee who is on General Municipal Law Section 207-c leave during the entire 22 day work cycle will not be credited with a day owed.
- c. A day owed may be used as a complete day off and applied for in accordance with current departmental practice regarding use of personal time off and compensatory time off. Up to twelve (12) days owed may be converted to cash in December of each year at the daily rate of pay then in effect. An employee opting for said cash payment must notify the Chief's office no later than December 1st of the year in which payment is requested. An employee who provides such notice shall receive the cash payment no later than the third payroll in December.
- d. An employee who is unable to use days owed as time off may carryover no more than 24 unused days owed to the following year. An employee has the option to rollover days owed into the Retirement Fund Account, to be used exclusively for the purchase of health insurance. Any unused days owed in the year of retirement may be converted to sick leave for the purposes of Article V, Section E.

2. Officers Other than Patrol Division

- a. Each officer working a 5-2 Schedule shall receive one day per month schedule adjustment as a day owed, to be credited on the first of each month for the previous month as earned. A day owed for the purposes of

this clause equals eight (8) hours of straight time. An employee who is on GML Section 207-c leave during the entire month will not be credited with a day owed on the first day of the following month.

- b. A day owed may be used as a complete day off and applied for in accordance with current departmental practice regarding use of personal time off and compensatory time off. Effective January 1, 2001 up to twelve (12) days owed may be converted to cash in December of each year at the daily rate of pay then in effect. An employee opting for said cash payment must notify the Chief's office no later than December 1st of the year in which payment is requested. An employee who provides such notice shall receive the cash payment no later than the third payroll in December.
- c. Effective January 1, 2001 an employee who is unable to use days owed as time off may carryover no more than 24 unused days owed to the following year. An employee has the option to rollover days owed into the Retirement Fund Account, to be used exclusively for the purchase of health insurance. Any unused days owed in the year of retirement may be converted to sick leave for the purposes of Article V, Section E.

3. K-9 Unit Handler Grooming Time

- a. Grooming Time: An estimated average of not more than seven (7) hours per week is expected of the assigned officer-handler to be spent outside of normal working hours for "grooming" the canine. Grooming includes, but is not limited to: feeding, walking, medicating the dog, as necessary, and appropriate brushing and similar work as directed by the dog's original or subsequent trainers and/or veterinarian.
- b. In order to avoid causing these routine grooming activities to become FLSA overtime, the officer will work one (1) hour less than the officer's scheduled shift. In addition, the officer's comp bank will be credited with two (2) hours per week, to reflect an approximation of one (1) hour for dog care on non-work days. There shall be no premium holiday pay allowed or paid relative to the two (2) credited hours.
- c. In addition to that which is set forth in number 2 above, in lieu of grooming time for the officer assigned to the canine as well as for the convenience of the Ithaca Police Department, the Ithaca Police Department will provide a vehicle for the handler to take to and from his/her home with the animal. This would be the same vehicle that the officer and canine would use to respond to calls on a "call out" basis from home. This provision does not affect the application of paragraph 1 above.
- d. After completion of the basic narcotics detection and patrol school which the officer and dog will attend, any regular training and recertification, to

the extent possible, will be done as part of the officer's regular tour of duty or if the training and recertification occurs on a different shift from the officer's regular shift, the training will be done in lieu of a regular tour of duty day. If the training is less than the full eight (8) hours, the extra time will count toward grooming time and will not require the use of leave time.

- e. Initially, the officer and canine will be assigned to the officer's regular shift.
- f. It is possible that a shift adjustment might have to be made in the future based on the most expedient use of the canine team.
- g. This agreement will go into effect on January 1, 2001, and shall be retroactive to September 9, 1999, when Officer Watkins' dog was delivered to the Ithaca Police Department.

4. Shift Hours

- a. Shift rotation shall be forward every twenty two days for Officers working the 5-2, 5-2, 6-2 schedule and they will have the following shift hours:
 - 1. Police Officers - 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m. 11:00 p.m. on Sunday starts the Monday work Week.
 - 2. Sergeants - 6:30 a.m. to 2:30 p.m., 2:30 p.m. to 10:30 p.m., and 10:30 p.m. to 6:30 a.m. 10:30 p.m. on Sunday starts the Monday work week.
 - 3. Lieutenants, and Sergeants or Police Officers serving as a Shift Commander - 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m. and 10:00 p.m. to 6:00 a.m. 10:00 p.m. on Sunday starts the Monday work week.
- b. Shift hours for the Captain of the Patrol Division shall be 2 p.m. to 10 p.m. Tuesday through Saturday.
- c. Shift hours for Traffic Officers shall be either 7 a.m. to 3 p.m. Monday through Friday, 10:00 a.m. to 6:00 p.m. Monday through Friday, or 2 p.m. to 10 p.m. Tuesday through Saturday.
- d. Shift hours for the Administrative Division shall be either 7 a.m. to 3 p.m. Monday through Friday or 8 a.m. to 4 p.m. Monday through Friday.
- e. Shift hours for the Warrant Officer shall be: 6 a.m. to 2 p.m. Monday, Wednesday and Friday, and 8 a.m. to 4 p.m. Tuesday and Thursday.
- f. Shift hours for the Lieutenant of the Investigative Division shall be 8 a.m. to 4 p.m. Monday through Friday, and either 8 a.m. to 4 p.m. or 3 p.m. to 11 p.m. for the remainder of the Investigative Division; shifts shall rotate every four weeks with either Friday/Saturday, Saturday/Sunday, or Sunday/Monday as days off.

5. Special Shifts

The Chief of Police may establish special shifts to provide extra patrol coverage when and where there is a need for such coverage and to provide other special services such as those associated with the delivery of neighborhood oriented policing and during time of heavy activity (e.g., 7 p.m.- 3 a.m.)

- a. As a condition for maintaining such special shifts, there must be a minimum of 12 permanent police officers assigned to each Patrol Division Platoon. In determining whether this minimum number is met, officers who are on vacation time, compensatory time, bereavement leave, holiday time, training time, short term illness or short term disability or similar short term leaves shall not be subtracted from the total number. This staffing provision is directly related to and solely for the purposes of implementing special shifts, as provided herein, and is in no way intended to establish a minimum staffing requirement for the Patrol Division for any other purpose.
- b. Preference may be given to officers requesting a special shift to pursue college course work as set forth in Article IV, Section A, Subsection 7. When selecting other officers for these shifts, the City agrees that in making duty and shift assignments, the seniority of the employees shall be taken into consideration; provided, however, that it is understood that the primary criterion for determining such assignment shall continue to be an individual's ability and past performance in doing the work in question.
- c. For officers on educational assignments, the duration will be 6 months or the end of the semester, whichever is longer. For other officers on special shifts, the duration will be six months. Officers of these special assignments will have permanent days off and will be granted one day owed per month, as outlined in Section 2., paragraphs a., b. and c. of this Article.
- d. Officers assigned to these special shifts shall expect to be provided with set work hours, however, they may be changed periodically due to departmental needs, provided seven (7) days advance notice is given to the officer, or upon mutual agreement. It is understood that such changes will not adversely affect the officer's college course work.
- e. **Dispatching**

Unit members shall provide dispatching duties as follows:

1. Whenever dispatch services are needed on an overtime basis, the City shall first seek the services of the CSEA dispatchers, including the Community Service Officers.
2. If no CSEA dispatcher or Community Service Officer can fill dispatch, then a desk certified officer of the Ithaca Police Benevolent Association, from a certified desk officer overtime list, can fill the position, at a time and one half rate (overtime). If the

position can be filled by this method and by doing so, brings the number of duty officers to the minimum staffing level as set by the Chief of Police, (plus one), and an officer on that shift has requested leave time at least twenty-four (24) hours in advance, such leave request shall be granted.

3. If no desk certified officer accepts the dispatch duty at pay of time and one half, then no leave time shall be granted and the operational procedures and practices for Ithaca Police Benevolent Association unit member's operating as a dispatcher shall be controlling.
4. The Ithaca Police Benevolent Association agrees and covenants the use of "staffing levels" and "minimum staffing level" as set forth above will not be construed as establishing a term and condition of employment binding the City to a minimum staffing level.

6. Mutuels

Any unit member may have any other unit member work in the member's place, provided that the member receives approval in advance from the Shift Commander of the affected shift(s).

7. Overtime

- a. For officers working the 5-2, 5-2, 6-2 work cycle, time worked in excess of 8 hours in a day or 128 hours in a twenty-two day cycle shall be paid at the rate of time and one half for all hours or part thereof.
- b. For officers working the 5-2 schedule in a seven day work cycle, time worked in excess of 8 hours in a day or 40 hours per week shall be paid at the rate of time and one half for all hours or part thereof.
- c. No schedule revisions shall be made, except in cases of emergencies, illness or absence due to other leave provisions extant in the Agreement, or as specifically provided for in this Agreement.
- d. No unit member shall be required to work while attending training sessions, unless an emergency exists. If the training session concludes prior to the end of the scheduled shift, the employee is required to work the remainder of the shift.
- e. Call in lists for regular police duties shall be established for both commissioned and non-commissioned officers. Said call in lists shall be in compliance with and conformance to the MEMORANDUM OF UNDERSTANDING executed on February 16, 1999 (See Appendix F, infra.) An additional department wide call in list for desk certified officers shall be established for individuals wishing to be considered for overtime dispatching duties (See Article IV, Section A, Sub-Section 4 – Special Shifts, e. Dispatching). Individuals wishing to be considered for call backs from the lists shall be listed by seniority (most senior first). Individuals can

restrict the time and or days they wish to be available for said voluntary call in. The lists shall be updated every three months.

- f. If there is a temporary assignment or special duty, for which an officer is qualified, the appointment by strict seniority to said duties is waived. If the special assignment or temporary duty requires times other than those listed above, the assigned times shall conform to an 8 hour day and 40 hour week. Work beyond those times shall be overtime paid in accordance with Article IV, Section C (Comp Bank). If these work assignments do not require any special qualifications, the appointment to said assignments shall be made by strict seniority, that is, the most senior has first right of refusal.
- g. Employees shall be given reasonable notice, as they become known, of required training sessions.
- h. In all situations requiring an employee to extend the employee's shift, the employee shall be paid at the overtime rate.
- i. Paragraphs a, b, e and f above, are subject to the provisions of Article IV, Section C (Comp Bank).

8. College Course work Schedule

An employee may request the Chief of Police to change the employee's work schedule in order to pursue college course work in criminal justice or a human services or human relations field. The Chief shall be free to grant such request wherever possible provided the change shall not be detrimental to the best interest of the Ithaca Police Department.

9. Extra Duty Police Services

- a. The pay rate for employees volunteering to work for extra duty police services for which the City acts as an agent for a third party who is a separate and independent employer, who pays the employee's wage for the detail through the City's payroll system, shall be at the time and one-half rate for Step 4 Police Officer, regardless of the rank and actual pay of the employee. An exception is where such a sign-up roster sheet for the Extra Duty Police Services specifies a supervisor of staff rank, the staff officer employee volunteering to work the detail shall be paid at the time and one-half rate for the highest step of the specified rank, regardless of the actual staff rank and pay grade of the staff officer employee.
- b. The pay rate for employees volunteering to work for extra duty police services on a holiday for which the City acts as an agent for a third party who is a separate and independent employer, who pays the employee's wage for the detail through the City's payroll system, shall be at the time and one-half rate for Step 4 Police Officer, regardless of the rank and actual pay of the employee. An exception is where such a sign-up roster sheet for the extra duty police services specifies a supervisor of staff rank, the staff officer employee volunteering to work the detail on the holiday shall be paid at the time and one-half rate for the highest step of the

specified rank, regardless of the actual staff rank and pay grade of the staff officer employee.

10. Work Schedule Committee

The Police Chief and Union President shall serve as an ad hoc committee for the purposes of monitoring and evaluating the impact of schedule changes provided herein on the members of the Department and on delivery of police services to the Ithaca community. The ad hoc committee is authorized to evaluate and make recommendations with respect to improvements in the implementation of the work schedule, including but not limited to issues concerning use of paid time off and days owed under the new work schedule. Recommendations made by the committee shall be implemented by mutual agreement of the parties.

Section B. - Holidays

Police Officers who work a complete eight (8) hour shift on a holiday shall be credited with two (2) days compensatory time. Officers who work less than a complete shift shall receive compensatory time at a double time rate for hours worked.

Officers working overtime on a holiday shall be paid at a triple time hourly rate only. If the overtime detail continues past midnight of the holiday into the next day, the triple time payment rate will continue provided there is no break in the overtime service of the affected officer. All police officers who take the holiday off or who are on vacation shall receive one (1) day compensatory time in addition to the day off. Additionally, holidays occurring during an employee's scheduled vacation shall not be charged against scheduled vacation time.

If a Police Officer's regularly scheduled day off falls on a holiday, he shall receive one (1) day compensatory time in addition to his regular day off. If a Police Officer is unable to work due to an illness on a holiday, he/she shall receive one (1) day compensatory time, in addition to the sick day: provided however, the Chief or his/her designee may, within forty-eight (48) hours of the officer's return to work, require a physician certification of illness, the certificate to be so furnished within a reasonable time. No officer on disability leave shall receive credits for holidays occurring while on such leave.

If an officer is required to work beyond his/her normal shift which extends into a holiday, or such shift extends on the holiday, he/she shall receive pay for all hours worked on the holiday at the triple time rate. Holidays shall be defined as the twenty-four (24) hours of the holiday date.

The holidays are as follows:

| | |
|-------------|--------------------------|
| January 1 | Labor Day |
| February 22 | November 11 |
| May 30 | 4th Thursday in November |
| July 4 | December 25 |

In addition, at the beginning of a calendar year employees will choose three of the below-mentioned as holidays:

Martin Luther King Day
Lincoln's Birthday
Columbus Day
Election Day

Employees hired or returning to the payroll after the celebration of Martin Luther King Day shall receive all holidays as they fall for the remainder of the year.

Section C. - Comp Bank

All unit members shall have a Comp Bank into which all overtime, court time, compensatory time and time owed will be deposited. The value of the time deposited into the unit member's Comp Bank shall be as follows:

1. Overtime – at one and one half hours for each hour of overtime worked. If working a holiday, at the rate of three hours for each hour worked.
2. Compensatory Time – at straight time, hour for hour.
3. Time Owed:
 - a) Approved non-mandatory training beyond the regularly scheduled shift; at straight time, hour for hour.
 - b) Mandated training beyond regularly scheduled shift, at time and one half for each hour.
 - c) Special Details – at time and one half for each hour. The unit member shall receive pay at straight time when the detail is a voluntary function. Any voluntary function has to have the consent of the President of the Ithaca Police Benevolent Association.

The unit member may, at their option, draw upon their Comp Bank account or rollover into their Retirement Fund Account beginning in the year 2002 (to be used exclusively for the purchase of health insurance) in any combination up to thirty (30) hours per pay period by giving at least ten (10) days written notice to the Chief or his designee. If the unit member requests the time in cash they shall be paid at their hourly rate. If the employee requests the withdrawal in time off, time off must be in accordance with the restrictions set forth in the collective bargaining agreement.

The unit member may rollover into any subsequent contract year a maximum of one hundred and sixty (160) hours. Any time in the unit member's Comp Bank in excess of one hundred sixty (160) hours will be paid to the unit member in cash at their hourly rate no later than December 1st of each year. The comp time earned each December that is in excess of the 160 hours shall be paid to the unit member no later than by the second pay period in the following January. This time will be paid at the December rate.

At the time a unit member retires or leaves the employment of the Department she/he will cash out their Comp Bank and be paid at their hourly rate of pay.

Section D. - Travel Time

Time spent by officers outside of their normal work hours traveling from Police Headquarters to training sessions outside of the City, and time traveling to return from these training sessions to Police Headquarters, shall be compensated at a straight time rate; provided, however, that recruit officers attending Basic Training Schools shall not be governed by this provision and shall be ineligible for such compensation for travel time.

Section E. - Changes of Schedule to Avoid Overtime

There shall be no change of any employee's regular schedule, unless the employee and the department agree, for the purpose of avoiding the payment of overtime already earned.

Section F. - Officer-In-Charge Pay

When an officer is expressly assigned to perform the duties of a Sergeant, as an Acting Sergeant, the officer shall be paid as if he/she had been promoted to the position of Sergeant, for all hours or part thereof that he/she performed said duties. The assignment of an officer as an Acting Sergeant will be based upon seniority; provided, however, that the Police Chief reserves the right to restrict officers from being eligible for this assignment for cause.

Section G. - Semi-Annual Time Changes

When Eastern Standard Time begins in the Fall of the year and the clocks are turned back one (1) hour, those unit members working a shift so affected by the one (1) hour addition to their regular shift shall work an additional one (1) hour, and be paid at time and one-half (1½) for that additional hour.

When Daylight Savings Time begins in the Spring and the clocks are set one (1) hour ahead, those unit members working a shift so affected by the one (1) hour reduction in their regular work shift shall have a choice of: 1. End their shift and use one (1) hour of their comp time; or 2. Work a full shift of eight (8) hours, staying over into the next shift. A unit member who takes such a shift off must use seven (7) hours of comp time. If a unit member chooses not to use comp time, the unit member shall be required to use a full day (8 hours) reduction from their benefit time.

ARTICLE V

VACATION AND SICK LEAVE

Employees shall receive vacation with pay as follows:

Section A. - Vacation

- 1 year - 10 working days
- 5 years - 15 working days
- 10 years - 20 working days
- 13 years - 22 working days

16 years - 23 working days
20 years - 25 working days

For the purpose of this Section, all employees shall be deemed to have an anniversary date, after the first year of completed service, of January 1st.

Vacation shall be cumulative, if earned vacation is not made available by the City during the year. Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.

The City shall make every effort to schedule vacations beginning the day an employee desires to commence such leave.

Any employee may, at his/her option, carry over up to one (1) week of accumulated vacation time into the following calendar year. This vacation time must then be scheduled and used prior to the end of that year or be forfeited.

In the event that staffing, workload, or other departmental considerations prevent the employee from using the carry over vacation as scheduled, and prevent the rescheduling and use of the time before the end of the year, the employee shall be paid for the unused portion, up to five (5) day maximum amount, at the previous year's rate of pay.

At the end of each calendar year or upon retirement, each employee may have transferred to sick leave accumulation any unused vacation time in excess of two weeks.

Any employee called back from vacation to testify as a witness in any court or administrative hearing shall be compensated pursuant to the court time provision of this contract and shall have credited a full day of vacation for each day that the employee is called back to testify.

Section B. - Sick Leave

During an employee's first calendar year of employment, sick leave shall be earned at the rate of one (1) day per month and be charged at the rate of one (1) day per day used.

Beginning January 1st of the employee's second calendar year of employment, the employee shall earn sick leave at the rate of 1.5 days per month. In a calendar year, the first six (6) days or hourly portions thereof of sick leave used shall be charged at the rate of two (2) days for each day used.

Sick leave accumulation shall be unlimited.

Section C. - Family Illness

Each employee shall be permitted to use up to six (6) days per year of accumulated sick leave for the illness of a family member. Such days shall be deducted from the employee's sick leave balance. However, said days are not chargeable against an

employee's sick time account as specified in Section B, Article V, Sick Leave. "Family" shall be as defined in Bereavement Leave.

Section D. - Prolonged Illness

In the event an officer is absent from work due to a prolonged illness and has exhausted his/her leave credits, his/her fellow officers may donate earned leave time to the affected officer.

Said days shall be taken from the earned leave time of the donating officer(s), up to a maximum of ten (10) days per person per year.

Section E. - Retirement Fund Account

Upon an employee's retirement, he/she shall be compensated as follows:

1. **Unused Sick Leave:** The employee may, at the employee's option, elect to take a cash settlement for unused sick leave, which shall not exceed the following amount:

| | |
|-----------|----------|
| 2000-2003 | \$11,000 |
| 2004 | 14,000 |

Any unused sick leave in excess of the above amounts shall be applied to the payment of extended health and/or dental insurance coverage. The employee may also, at the employee's option, elect to waive the cash settlement and apply all of the employee's unused sick leave toward the payment of extended health and/or dental insurance coverage. Such payment shall be calculated at the rate of 1.5 sick days for each month of insurance coverage.

Retiring officers have the option to defer health insurance for up to five (5) years. This decision must be made at the time of retirement.

2. **Unused Vacation Time and Compensatory Time:** The employee may, at the employee's option, elect to receive a cash settlement as payment for any unused vacation time and compensatory time; or the employee may elect to have any unused vacation time and compensatory time applied toward the payment of extended health and/or dental insurance coverage.
3. For the purpose of this Article, the value of unused leave time shall be determined as follows:

Hourly rate of pay = annual salary divided by the number of weekly pay periods divided by forty (40) hours per week.

The cost of health insurance and dental insurance premiums shall be determined pursuant to the policies and procedures established by the Ithaca Common Council.

4. Upon the exhaustion of an employee's Retirement Fund Account, the City will no longer extend health or dental insurance coverage to retirees and

dependents except by direct, full payment of the established premiums by the retiree or dependent to the City.

5. In the event of an employee's death prior to his/her retirement, or if retired, prior to the exhaustion of his/her Retirement Fund Account, the employee's Retirement Fund Account or remaining balance thereof shall go to his/her spouse or surviving dependent children.

ARTICLE VI PARENTAL LEAVE

Section A.

An employee shall be entitled to a leave of absence not to exceed one (1) year, to care for a natural or adopted child. Said leave of absence shall be without pay; provided, however, that an employee may elect to use any accumulated leave time during said leave, as provided in this Agreement and the City Charter.

Section B.

Except in the case of an emergency, an employee seeking parenting leave must submit a written notice to the Chief at least thirty (30) days prior to the commencement of a leave.

Section C.

All employee benefits shall be frozen at the time the unpaid leave commences. The employee may, however, continue his/her health and dental insurance coverage at the employee's own expense.

Section D.

An employee who takes a parenting leave may engage in part-time employment of up to twenty (20) hours per week or be incidentally employed during said leave. All other forms of outside employment shall be prohibited during a parenting leave.

ARTICLE VII BEREAVEMENT LEAVE

Where there is a death in an employee's immediate family or in the immediate family of the employee's spouse or live-in-partner, an employee may be allowed a leave of absence with pay up to a maximum of three calendar days.

The immediate family is defined as the spouse, domestic partner, parent, grandparents, child, brother or sister of the employee; or the parent, grandparents, child, brother or sister of the spouse or live-in-partner. It shall also apply to any other relatives living in the same household.

Employees shall request such leave as soon as is practicable.

The Chief may grant additional leave under this provision, if, in the Chief's discretion, such leave is warranted.

ARTICLE VIII

PERSONAL LEAVE

Employees shall be granted two (2) personal leave days per year. Personal days shall be granted in order to allow an employee to conduct personal and/or family business which otherwise falls on a work day. Application shall be made in a manner similar to application for compensatory time off.

Personal days are not cumulative from year to year, however, unused personal days may be added to an employee's sick leave accumulation.

ARTICLE IX

SNOW EMERGENCY

In the event inclement weather shall prevent an officer from returning home after completing the officer's shift, the Department shall furnish such officer with comfortable and reasonable billeting for such period.

ARTICLE X

NIGHT SHIFT DIFFERENTIAL

Section A.

The night shift differential rate shall be \$.95 per hour for 2000-2001 and effective January 1, 2002, \$1.20 per hour for all hours actually worked on the evening and night shifts, including the following:

1. If an officer is otherwise scheduled for the evening or night shift, and is assigned to the day shift for the convenience of the Department, the officer shall receive the differential.
2. If an officer reports for duty and returns home due to illness during the shift, the officer shall receive differential for the remainder of the shift.
3. Employees working on a holiday shall receive a \$1.25 per hour evening/night differential for all hours actually worked.

The shift differential shall be paid semi-annually, on the pay day nearest the pay period encompassing June 15th and December 15th of each year.

ARTICLE XI

HEALTH AND DENTAL INSURANCE

Section A. - Health Insurance

The City shall continue to provide, at no cost to members, the existing family or individual Health Insurance benefits as follows: Blue Cross 70-day Group Plan; Blue Shield, Select Blue Surgical-Medical Group Plan; Major Medical Expense Group Plan; Diagnostic Admissions Rider; Non-member Hospital Benefits Rider; In-patient Non-member Hospital Charges Rider; Full Benefits for Outpatient Diagnostic Services Rider; Rider to Eliminate Waiting Periods; Elective Sterilization Coverage Rider; Nursery Care Rider; Routine Physical Examination Rider; Ambulance Service Rider; Newborn Preventive Care Rider; Student Coverage Rider; Temporary Continuation of Coverage Under Group Contracts and Certificates Rider; Coordination of Benefits Rider; Government Hospitals and Programs Rider; Outpatient Treatment of Alcoholism or Substance Abuse Rider; Prescription Drugs Rider. Any enhancement of the existing health insurance plan by the Common Council shall be granted to the employees covered by this Agreement.

Effective immediately following the signing of this agreement, employees will be responsible to pay a prescription drug co-pay of \$2.00 for generic brand drugs and \$10.00 for name brand drugs. Prescriptions may be filled for up to three (3) months supply if appropriate.

Section B. - Dental Insurance

The City shall provide, at no cost to member, family or individual Dental Insurance benefits as follows: Blue Cross/Blue Shield Schedule A Basic Plan; Supplemental Benefits Rider; College Student to Age 25 Rider.

ARTICLE XII

DUTY AND SHIFT ASSIGNMENTS AND SENIORITY

Section A. - Duty and Shift Assignments

The City agrees that in making duty and shift assignments, the seniority of the employees shall be taken into consideration; provided, however, that it is understood that the primary criterion for determining such assignments shall continue to be an individual's ability and past performance in doing the work in question.

Section B. - Seniority

Employee seniority within rank shall commence on the date of his/her appointment to such rank. Where members of a rank are appointed or promoted on the same day, the most senior officer shall be determined by positions on an appointment list. Leaves of absence, if without pay, shall not count towards seniority.

An employee senior to an employee selected for a special detail, training, or preferred assignment who so requests shall be informed in writing why the more senior officer did not receive such special training, detail or preferred assignment. Neither the employee nor the Union shall grieve the reason for the denial.

Section C. - Assignments as Investigators

Assignments to the position of Investigator shall be based upon length of service with the Department, work performance and job evaluations.

Section D. - Special Unit Lay-Off and Re-Call

Whenever it is necessary to reduce staff that has been assigned to special units the City shall lay-off by strict seniority, i.e. the least senior person. The exception to the seniority rule is when the skill and/or training requirements of the unit require the retention of a less senior person. In that case, the person with the least seniority of the remaining staff in the unit shall be laid-off. The person(s) suffering lay-off shall be placed on a preferred re-call list. Persons shall be placed on the re-call list in reverse seniority, i.e. the most senior being first on the list and so on. When a position opens up in the unit that has suffered a lay-off, those persons on the re-call list must be offered the right to that position before anyone else. A declining of the offer for reinstatement to the unit by a person on the re-call list removes them from the re-call list and, thereafter the person has no first refusal rights to any position in that unit.

Seniority is defined as length of service in the department.

ARTICLE XIII

EMPLOYEE RIGHTS IN DISCIPLINARY MATTERS

Section A. - Preamble

1. No permanently appointed employee shall be disciplined, discharged, reduced in rank or compensation without just cause as a penalty for misconduct or incompetence.
2. It is expressly understood between the parties the provisions of this Article do not apply to police officers who have not yet satisfactorily completed the Civil Service probationary period. This article does not apply to voluntary or involuntary disability retirements.

Section B. - Definitions

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

2. Discharge means termination from service as an employee of the Department, which the Department seeks to impose as a penalty for misconduct or incompetence.
3. Department means the Ithaca Police Department.
4. Chief refers to the Chief of Police.
5. Association means the Ithaca Police Benevolent Association.
6. Representative means any person designated by the Association or the employee to act on behalf of the employee and/or Association.
7. City shall mean the City of Ithaca.
8. Employee shall mean any employee of the Department represented by the Association.
9. Days mean regular business days of the City, unless otherwise noted.
10. Service means delivery of written Notice by first class and certified mail, return receipt requested or by hand delivery of Notice.
11. Counseling Memorandum means a written communication to an employee intended to call attention to breaches in policy and/or procedure and for the purpose of instruction to employee in more appropriate conduct or correcting the employee's behavior. Counseling memoranda are not intended to draw conclusions of fact or to punish.

Section C. - Rights To Representation

1. Whenever an employee who is the potential subject of a disciplinary action is summoned to a meeting with the Chief or the City for matters of discipline or discharge, the employee will be made aware that the employee has the right to Association representation and shall be informed of the issue to be discussed at the meeting. The employee, by written communication to the Chief and the Association President, may waive the right to Association representation.
2. The Chief shall provide the employee up to twenty-four (24) hours to obtain representation for the meeting. For any disciplinary action which requires the employee's attendance, the Chief of Police or the Mayor may extend the time limits to permit the employee to appear during the employee's scheduled duty time. These time periods shall not apply to investigatory suspensions.

Section D. - Investigatory Suspensions

1. In the event that the Chief learns of an allegation of employee misconduct which generates concern for the safety and welfare of other employees or the public, the Chief may suspend the employee against whom the

allegations are made, with pay, up to thirty days in order to further investigate the allegation.

2. If the allegation proves unfounded, all records of the allegation shall be removed from the employee's personnel file and retained in a confidential file in the Chief's office for use only in the event that the City or the employee is sued regarding the employee, the event, or the Department's investigatory practices. The employee shall immediately return to active duty with no loss of pay, or other benefits.
3. If, after further investigation, the Chief believes the allegation to be substantiated, disciplinary action may be taken pursuant to this Article XIII.
4. When an employee is the subject of such an investigation, the Association President shall be advised, prior to any investigatory questioning of the subject employee, that the employee is the subject of an investigation.

Section E. - Limitation on Actions

No disciplinary action against an employee shall be commenced by the City more than eighteen (18) months after the Chief learns of the occurrence of the alleged acts for which discipline is being considered. Such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a criminal offense.

Section F. - Procedures For Notice of Discipline

1. Where the Chief has probable cause to believe that an employee is guilty of misconduct or incompetency, the Chief may initiate disciplinary action. If disciplinary action is taken, it shall be commenced by serving upon the employee a Notice of Discipline (See Appendix C). This Notice shall state the nature of the charges, the specifications and state the penalty being sought. Within twenty-four (24) hours of service of the Notice of Discipline upon the employee, the President of the Association shall be provided with a copy of the Notice.
2. In addition to the Notice of Discipline, the employee will also be served with a Waiver of Arbitration Hearing Form (See Appendix D) and Notice of Demand for Arbitration forms (See Appendix E).
3. Within ten (10) days of receipt of the Notice of Discipline, the employee shall serve upon the Chief either a Waiver of Arbitration Hearing Form or Notice of Demand For Arbitration form.
4. If the employee fails to provide to the Chief with either the Notice of Demand For Arbitration or Waiver of Arbitration Hearing Form within the ten (10) days, the charges shall be deemed sustained and the penalty being sought may immediately be imposed.
5. Should the employee serve the Chief with Notice of Demand For Arbitration, and if the penalty being sought is discharge, the employee will

be suspended with pay and benefits, as provided in the subsection below entitled "Salary Protection During the Disciplinary Process".

Section G. - Discovery

1. The parties agree that disclosure of certain information may assist the parties in the search for the truth and in reaching resolution of a dispute involving discipline or discharge. Therefore, the parties agree to provide to the requesting party, within ten days after a written request, the following information:
 - a. Names of any known witnesses with knowledge of facts relevant to the charges or specifications;
 - b. Any documents, lab tests, scientific tests, photographs, video tapes, drawings, charts etc... which relate to the charges or specification;
 - c. Copies of sworn statements made by witnesses;
 - d. The identification of any witnesses with first hand information which would tend to mitigate or intensify the penalty.
2. Discovery requests shall be considered ongoing and any additional information responsive to the original request discovered at any time during the process should be made available to the requesting party.
3. In no case shall either side be entitled to discovery of the work product of any attorney or labor consultant, retained by either party.

Section H. - Procedures For Arbitration

1. Selecting the Hearing Officer/Arbitrator
 - a. Within five (5) business days of receipt of an employee's demand for an arbitration hearing, the City and the Association will confer in person or by telephone to determine which of the arbitrators from the permanent list of arbitrators is next on the rotation and available to conduct a hearing within the time limits provided in Section B. below.
 - b. The parties agree that a finalized list of arbitrators has not been agreed upon. The parties will continue to finalize this list and when established, the contract shall be amended to reflect the mutually agreed upon list of arbitrators.
 - c. This list of permanent arbitrators expires with the current contract and does not carryover into any successor agreement. In the event that the parties require the assistance of an arbitrator during any period between contracts, the City and the Union President shall mutually agree on one of the arbitrators on the above list.

- d. An arbitrator shall be appointed to decide a disciplinary matter in rotation order, alphabetically by last name. Not later than five (5) business days after the service of the Demand for Arbitration, the City and the Union shall jointly write to the next arbitrator in order of rotation and request the arbitrator furnish the parties with a list of not fewer than five (5) days within the next sixty (60) calendar days or forty-five business days that are available to the arbitrator to hear the grievance.
- e. In the event that the selected arbitrator is not able to provide five (5) hearing days within the next forty-five (45) business days, the next arbitrator on the list shall be contacted as provided above. This process shall continue in rotation order until reaching an arbitrator who is able to provide five (5) days as available for hearing as indicated above. Notwithstanding the foregoing, the parties may by mutual agreement extend the time period during which an arbitrator is required to hear the disciplinary matter.
- f. Upon receipt of the hearing dates from the arbitrator, the parties shall confer for purposes of selecting one or more of the five days. In the event the parties are not able to agree on a hearing day (days), each party shall notify the arbitrator of its availability on at least three (3) of the five (5) hearing days, which notice shall be provided to the arbitrator within five (5) business days of receipt of the hearing days listing from the arbitrator. In no event shall a party not be available on less than three days. Upon receipt of the available dates from the parties, the arbitrator shall schedule a hearing day or days by notice to each party. In the event a party does not provide the available days information as provided above, the arbitrator shall schedule hearing days based on the information provided by the other party.
- g. Either party may cause the removal of an arbitrator from the panel at any time provided the arbitrator does not have a matter pending under this Contract before the arbitrator at the time of the removal. The parties shall meet for purposes of selecting and appointment of replacement panel members, if necessary, at least once every six months.

2. Timeliness of Hearing

The hearing must be conducted within forty-five (45) business days of the initial Notice of Discipline.

3. Burden of Proof

The Department shall bear the burden of proving that the employee is guilty of the charges alleged. In non-discharge cases, the Department must establish the employee's guilt by a preponderance of the evidence. In discharge cases, the Department must establish the employee's guilt by clear and convincing evidence.

4. Requirement of Findings of Fact

In reaching a decision after a disciplinary hearing, the arbitrator must make a specific finding as to each separate allegation or specification in the Notice of Discipline. The decision must state whether the City met its burden of proof on each separate specification of the charges.

5. Transcript

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

6. The starting time for the hearings will be mutually agreed to between the Association representative and the City representative.

7. If post hearing briefs are required by the arbitrator or requested by the City or Association said briefs are to be received by the arbitrator within twenty-five (25) calendar days of the close of the oral arguments.

8. The arbitrator shall have thirty (30) calendar days after closing the record and receipt of the briefs, if any, to render a decision which shall be final and binding upon all parties to the arbitration. Copies of the Decision and Award shall be mailed to the parties' representatives.

9. The arbitrator and the parties to the arbitration shall be bound by the Voluntary Rules and Procedures of the American Arbitration Association, to the extent that said rules are not inconsistent with any of the terms of this agreement.

10. The employee may, at the employee's expense have the employee's own representative present at the arbitration hearing. The Association must be present at any meetings held outside the arbitration hearing that take place between the City and the employee's representative.

I. Salary Protection During the Disciplinary Process

a. Investigatory Suspensions. Salary protection for employees during investigatory suspension is covered in Section 3 of this Article.

b. Where the proposed penalty is anything less than discharge, the penalty will not be imposed until proceedings have been concluded under this Article, either by waiver by the employee, or the arbitrator's decision, whichever is last.

c. Where the proposed penalty is discharge, and the employee has been directed not to report to work, the Department will continue the employee's salary pending the arbitrator's decision, if the employee chooses to challenge the penalty.

J. Cost to the Parties

All costs for the arbitrator's time, travel, etc. will be shared equally between the parties. Each party will pay the party's own witness and exhibit fees and costs.

K. Limitations on Choice of Forum

The parties agree that the disciplinary procedures outlined in this Section are the exclusive procedures for the review of employee disciplinary and discharge actions. The parties fully and completely waive whatever rights they may have had under Civil Service Law § 75 and § 76.

L. Extensions of Time

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

M. Informal Resolution Procedure

Prior to the service of formal charges, the Chief may initiate an informal meeting with the employee and the Association, if the employee requests the presence of the Association, for the purpose of attempting to resolve the situation informally.

In the event that the meeting does not resolve the disciplinary action, formal charges may be served on the employee at the end of the meeting. If the City intends to use anything the employee says in this meeting against the employee in any disciplinary action, the employee will be informed at the beginning of any such meeting that whatever s/he says may be used against the employee in any such action. The employee may refuse to answer any questions and in such case this refusal shall not be considered insubordination.

If the Chief chooses to require the employee to answer any questions, after having informed the employee that the answers will not be used against the employee in a disciplinary action, then the refusal to answer may be considered insubordination.

**ARTICLE XIV
PERSONNEL FILES**

Section A.

The City shall keep one official personnel file on each employee. The file shall be kept in the Human Resources Department of the City and may not be viewed by the general public.

Section B.

Whenever any material is to be placed in an employee's file, he/she will be notified, and if such material is derogatory in nature, the employee will have a right to confront the

author of said material and the Chief of Police before said material is placed in his/her file.

The employee may write a response to the derogatory material or may grieve its placement in the file if the City will not remove it after the employee has so requested.

Section C.

The employee or his/her designee, shall have the right to review the contents of his/her personnel file, by giving at least twenty-four (24) hours notice. The review shall be conducted in the presence of an authorized City official. The employee/designee shall have the right to copies of the personnel file, at no cost to the employee/designee.

ARTICLE XV

UNIFORMS AND EQUIPMENT

Section A.

All new hires shall have all uniforms and equipment ordered at time of appointment as set forth in Appendix B. The Department shall maintain a list of acceptable vendors for the officer to use for the selection of their uniform and equipment needs. If an officer does not use one of the approved vendors she/he must first receive the approval of the Chief before ordering any item. When approval is granted the officer shall be reimbursed up to the allowance upon providing the Department with a paid receipt for the item purchased. If ordering through one of the approved vendors, the officer shall have the item billed to the Department, which shall thereafter, reduce the officer's clothing/maintenance in the amount of the item purchased up to the limits of the officer's clothing/maintenance allowance.

Section B.

Any item from Appendix B damaged/destroyed in the line of duty shall be replaced by the City upon the return of the item.

Section C

The Department shall provide for the cleaning and maintenance of uniforms at an established cleaning establishment at no cost to the employee. Leather jackets may be reconditioned if needed on an annual basis.

Section D

Any officer assigned to the Investigative Division and required to wear street clothing shall receive the following sum of money for clothing, maintenance and cleaning:

Investigators shall receive \$950.00. This clothing allowance shall be made in two equal installment payments: the first installment shall be made to those officers assigned to the Investigative Division, with the last paycheck in January. The second installment

payment shall be made to those officers assigned to the Investigative Division, with the last payroll check of July.

Effective January 1, 2001, uniformed officers, shall be credited a yearly uniform/maintenance allowance of \$850.00 and effective January 1, 2002, \$950.00. An officer may rollover into the next contract year any unused amount up to \$450.00. The rollover amount may be used to enhance authorized uniform/equipment (i.e. upgrade of standard Point Blank vest – a member could use amount rolled over to cover cost over and above allowance.) However, no officer may accumulate a clothing/maintenance allowance in excess of \$1,200.00.

Any officer in the Investigative Division who works overtime coverage in the Patrol Division and does not have sufficient uniform or equipment materials will be provided by the City with available uniform and/or equipment items. If the City's available items are not sufficient to provide the Investigator with all the required items the Investigator will be responsible to provide them through their clothing allowance.

Section E

It is recognized by both parties that all employees will be required to maintain their uniforms and equipment in accordance with uniform and equipment regulations set forth by the Police Chief.

Section F

The following equipment shall be included in police vehicles:

- a. Air Conditioning
- b. Cages (in marked cars)
- c. Radio Scanners
- d. Heavy duty police package

The cars will be maintained in a safe working condition and will include high performance police type tires, winter tires to be installed not later than November 1st of each year, first aid kits, flares and blankets.

ARTICLE XVI

CHANGES IN WORKING CONDITIONS

The Employer shall notify the PBA at least fifteen (15) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or disaster over which the Employer has no control.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section A

Any dispute or grievance arising concerning the interpretation, or application of the terms of this contract, rights claimed to exist herein, or work rules and procedures of the Employer claimed to be contained herein shall be processed in accordance with procedures set forth in this Article.

Section B

Stage 1

An employee of the PBA, as appropriate, may file a grievance in writing within fifteen (15) days when the PBA or the employee could have reasonably known that the alleged act or omission occurred. This grievance must be presented to the Chief of Police, who will issue a written answer within ten (10) days of his receipt of the grievance.

Stage 2

The PBA may appeal an unsatisfactory decision to the Mayor or his/her designee within ten (10) days of the date of the Chief's decision. Such appeal shall be in writing. The Mayor or his/her designee shall meet with the PBA within ten (10) days of receipt of the appeal in order to discuss the grievance, and shall respond, in writing, within ten (10) days of such meeting.

Stage 3

In the event the dispute is not resolved at Stage 2, the PBA can submit the dispute to arbitration within ten (10) days of receipt of the Stage 2 decision.

a. Selecting the Hearing Officer/Arbitrator

1. Within five (5) business days of receipt of an employee's demand for an arbitration hearing, the City and the Association will confer in person or by telephone to determine which of the arbitrators from the permanent list of arbitrators is next on the rotation and available to conduct a hearing within the time limits provided in Section B. below.
2. The following individuals, providing they agree to serve, shall be on the list of permanent arbitrators: Judith LaManna, Susan MacKenzie, and James Markowitz.
3. Panel members shall be appointed to serve as arbitrators from the panel in a rotation order, alphabetically by last name. Not later than five (5) business days after the service of the Demand for Arbitration, the City and the Union shall jointly write to the next arbitrator in order of rotation and request the arbitrator furnish the parties with a list of not fewer than five (5) days within the next sixty

(60) calendar days or forty-five business days that are available to the arbitrator to hear the grievance.

4. In the event that the selected arbitrator is not able to provide five (5) hearing days within the next forty-five (45) business days, the next arbitrator on the list shall be contacted as provided above. This process shall continue in rotation order until reaching an arbitrator who is able to provide five (5) days as available for hearing as indicated above. Notwithstanding the foregoing, the parties may by mutual agreement extend the time period during which an arbitrator is required to hear the matter.
5. Upon receipt of the hearing dates from the arbitrator, the parties shall confer for purposes of selecting one or more of the five days. In the event the parties are not able to agree on a hearing day (days) each party shall notify the arbitrator of its availability on at least three (3) of the five (5) hearing days, which notice shall be provided to the arbitrator within five (5) business days of receipt of the hearing days listing from the arbitrator. In no event shall a party not be available on less than three days. Upon receipt of the available dates from the parties, the arbitrator shall schedule a hearing by notice to each party. In the event a party does not provide the available days information as provided above, the arbitrator shall schedule hearing days based on the information provided by the other party.
6.
 - a. The parties shall meet for purposes of selecting and appointment of replacement panel members, if necessary, at least once every six months.
 - b. The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the stipulated issue, and, shall have no authority to determine any other issue not so submitted.
 - c. The parties shall share equally the costs of arbitration.
 - d. The cost of a transcript, if any, shall be borne by the party requesting its preparation.
 - e. The decision of the arbitrator shall be final and binding upon the parties.

Section C

1. "Days" as referred to in this Article shall mean business days.
2. Mailing of all written notices shall be considered delivered as of the date mailed. Written notices may be served by personal delivery. If the document is served by personal delivery, it shall be considered delivered as of said date.

3. Arbitration hearings shall be conducted in Ithaca, NY.
4. The definition section in Article XIII shall apply to this Article where relevant and not in conflict.

ARTICLE XVIII

CALL-IN TIME AND COURT TIME

Section 1 - Call-in-Time

A Police Officer called into duty at times other than regularly scheduled hours (except for reasons of his/her own neglect) and more than two and one-half (2½) hours prior to the beginning of his/her regularly scheduled work shift shall be paid a minimum of four (4) hours pay or at the rate of time and one-half for all hours worked, whichever is greater; an officer called in for two and one-half (2½) hours or less prior to his/her regular work shift, shall receive time and one-half for all hours worked prior to his/her shift. The officer shall be compensated pursuant to provisions of Article IV, Section C (Comp Bank).

Section 2 - Court Time

Police Officers required to appear before a tribunal in an official capacity as mandated by the Department or by subpoena, shall be paid their regular straight time hourly rate of pay for a minimum of four (4) hours; provided, however, that if an officer is called to court within two and one-half (2½) hours of the start of his/her scheduled tour of duty, said officer shall be compensated at the rate of time and one-half for said time worked, pursuant to provisions of Article IV, Section C (Comp Bank).

Section 3 – Court Time on a Holiday

Police officers required to appear on a holiday before a tribunal in an official capacity as mandated by the Department or by subpoena, shall be paid time and one half (1½) for a minimum of four (4) hours; provided, however, that if an officer is called to court within two and one half (2½) hours of either the start or end of his/her scheduled tour of duty, that officer shall be compensated at the rate of triple time (3x) for the amount of time from call in until the shift begins, or the amount of time between the end of the shift and the end of the court appearance (so long as the officer is on duty working during the call-in hours), pursuant to provisions of Article 4, Section C, Comp Bank.

Illustrative examples: If on a holiday:

- a) An officer scheduled to work 7:00 a.m. to 3:00 p.m. is called to court at 5:00 p.m., and is finished with court at 6:30 p.m. He/she will be compensated for three and a half (3½) hours (3:00 p.m. to 6:30 p.m.) at triple time (3x) the regular rate of pay (so long as the officer actually worked from 3:00 p.m. to 5:00 p.m. If the officer does not actually work from 3:00 p.m. to 5:00 p.m., he/she will be

compensated from 5:00 p.m. to 6:30 p.m. (1½ hours) at triple time (3x)).

- b) An officer scheduled to work 7:00 a.m. to 3:00 p.m. is called in to court at 6:00 p.m. He/she will be compensated for four (4) hours at time and a half (1½).

ARTICLE XIX

LABOR-MANAGEMENT COMMITTEE

In order to promote harmonious labor-management communication, the PBA may, upon its request, meet with the Chief of Police quarterly in order to discuss topics of mutual interest. It is understood that such meetings do not constitute negotiations as required by the Taylor Law, nor are the participants authorized to make any agreements, which are inconsistent with the present agreement.

Either party may include up to three persons in labor-management meetings; provided, however, that either party may request that additional persons are included in order to discuss particular topics, which require their presence. Members of the PBA who attend such meetings shall not be required to charge leave credits for any portion of a meeting during which they otherwise would be scheduled to work.

Either party may make minutes of these meetings, and is free to forward such minutes to appropriate City officials. The parties shall make every effort to give timely responses to issues raised in such meetings.

ARTICLE XX

RECIPROCAL RIGHTS AND MISCELLANEOUS PROVISIONS

Section 1 - Reciprocal Rights

A. PBA Representatives

The City recognizes the right of the employees herein to designate representatives of the PBA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit said employees during working hours. Such police representatives shall also be permitted to appear at public hearings before the Common Council upon request of the employees.

B. PBA Organization Time

The President of the PBA or his/her designee(s) shall have time off from regular duties, or be compensated in like time for time spent while off duty when the President or his/her designee(s) attends meetings or functions

which have as their purpose the improvement of police/community or employee/employer relationships at the request of appropriate City officials.

If the President requests to attend such meetings, he/she shall be compensated for attending only if the Chief concurs.

C. PBA President Time

The PBA President will, whenever possible, be allowed one (1) day per week to conduct PBA business; provided, however, that there is a full complement on duty to conduct the business of the department and further provided that the Shift Commander in charge is notified by the PBA President that this time will be spent on PBA business.

D. PCNY Time

Employees who are designated to represent the Police Officers shall have the right to attend statewide conventions and meetings of the Police Conference of New York, Inc. in pursuance to their obligation as Officers or delegates of the bargaining unit herein.

Section 2 - Mileage Reimbursement

The prevailing Internal Revenue Service rate shall be paid when an employee uses his/her own vehicle for authorized City business.

Section 3 - Personal Property

The City will continue to reimburse employees for personal property damaged in the line of duty.

Section 4 - Definitions

The use of the words "police officers" and "officers" as used in this Agreement shall apply to all employees in the collective negotiating unit covered herein.

ARTICLE XXI

DURATION OF THE AGREEMENT

This contract shall take effect January 1, 2000 and expire as of midnight, December 31, 2004. This contract was formally approved by the Police Benevolent Association on March 21, 2001 and by the Common Council of the City of Ithaca on April 4, 2001.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

NEGOTIATORS FOR THE ITHACA PBA:

Chairperson, Paul S. Mayo
Sergeant John Barber
Officer Alexander Gair
Investigator Michael Gray
Investigator Brian Robison
Officer Scott Salino
Sergeant Thomas Sinnigen
Sergeant Douglas Wright

NEGOTIATORS FOR THE CITY OF ITHACA:

Human Resources Director Schelley Michell-Nunn
City Attorney Norma Schwab
Deputy Police Chief Lauren Signer
Mayor Alan Cohen
Police Chief Richard Basile
Deputy Police Chief David Barnes
Deputy Police Chief Glenn Sharshon
Controller Dominick Cafferillo

CITY OF ITHACA



ALAN J. COHEN, Mayor

Date: 6/15/01

POLICE BENEVOLENT ASSOCIATION



SGT. DOUGLAS WRIGHT, President

Date: 6/13/01

APPENDIX A
OFFICER COMPENSATION

Effective January 1, 2000, Officers shall be compensated as follows:

| | Police Officer | Sergeant | Lieutenant | Captain |
|--------|----------------|----------|------------|----------|
| Step 1 | \$29,946 | \$50,594 | \$59,059 | \$63,226 |
| Step 2 | 37,682 | 52,115 | | |
| Step 3 | 41,599 | 53,638 | | |
| Step 4 | 46,844 | 55,169 | | |

Effective January 1, 2001, Officers shall be compensated as follows

| | Police Officer | Sergeant | Lieutenant | Captain |
|--------|----------------|----------|------------|----------|
| Step 1 | \$30,844 | \$52,112 | \$60,831 | \$65,123 |
| Step 2 | 38,812 | 53,678 | | |
| Step 3 | 42,847 | 55,247 | | |
| Step 4 | 48,249 | 56,824 | | |

Effective January 1, 2002, Officers shall be compensated as follows

| | Police Officer | Sergeant | Lieutenant | Captain |
|--------|----------------|----------|------------|----------|
| Step 1 | \$31,924 | \$53,936 | \$62,960 | \$67,402 |
| Step 2 | 40,170 | 55,557 | | |
| Step 3 | 44,347 | 57,181 | | |
| Step 4 | 49,938 | 58,813 | | |

Effective January 1, 2003, Officers shall be compensated as follows

| | Police Officer | Sergeant | Lieutenant | Captain |
|--------|----------------|----------|------------|----------|
| Step 1 | \$33,201 | \$56,093 | \$65,478 | \$70,098 |
| Step 2 | 41,777 | 57,779 | | |
| Step 3 | 46,121 | 59,468 | | |
| Step 4 | 51,936 | 61,166 | | |

Effective January 1, 2004, Officers shall be compensated as follows

| | Police Officer | Sergeant | Lieutenant | Captain |
|--------|----------------|----------|------------|----------|
| Step 1 | \$34,861 | \$58,898 | \$68,752 | \$73,603 |
| Step 2 | 43,866 | 60,668 | | |
| Step 3 | 48,427 | 62,441 | | |
| Step 4 | 54,533 | 64,224 | | |

APPENDIX B
UNIFORMS & EQUIPMENT

Patrol Division, Tactical Unit, Canine Unit, Traffic, Bicycle

Note: For Investigators serving as uniform officers see contract for uniform/equipment provision

Equipment: Patrol Division

Initial Issue Uniforms:

- a. 3 Long sleeve shirts
- b. 3 Short sleeve shirts
- c. 1 Dress blouse
- d. 6 Pair pants (all season)
- e. Eight-point hat
- f. 1 Winter hat
- g. 1 Baseball hat with IPD emblem
- h. 1 Pant belt
- i. 2 Ties
- j. 1 Coat – Blauer 9010Z style or equivalent
- k. 1 Raincoat (reversible) & cap
- l. 1 Pair gloves (insulated, at employee's option)
- m. 1 Pair shoes
- n. 1 Pair winter boots (insulated)
- o. 2 Name tags
- p. 1 Tie clasp
- q. Arm patches and flags for all shirts/jackets

Initial List Equipment (to be returned to department upon separation from service):

- a. All issued badges to include ID cards & holders. The City will initially issue 2 breast badges, 1 hat badge and 1 wallet type badge with photo ID
- b. 2 Sets collar insignia
- c. 1 Gun belt with accessories
- d. All Issued keys
- e. 1 Point blank soft body armor which will be replaced as established by manufacturer's warranty
- f. 1 Baton/nightstick and holder
- g. 1 Set of handcuffs with case
- h. 1 OC spray with holder
- i. 1 Flashlight with batteries or charger
- j. Portable radio with charger (for on-duty officers)
- k. Identification card with holder
- l. Gasoline card
- m. Ticket holder and report holder
- n. Tickets - Appearance/Parking/UTT
- q. Department Rules and Regulations Manual

Authorized Uniform/Equipment List

Items listed below may be purchased with the uniform/clothing allowance from an authorized or approved vendor:

- a. All items from the initial list
- b. Windbreaker jacket
- c. Leather coat
- d. Rubber boots/overshoes
- e. Embroidered turtlenecks
- f. Insulated underwear
- g. Hinged handcuffs
- h. "Stinger" flashlight & batteries
- i. Law enforcement brief cases
- j. Uniform sweater
- k. Higher degree soft body armor (pay difference over initial issue armor cost)
- l. Any other items approved by the Chief

Equipment: New Canine Handlers

- a. 5 Pair blue "BDU" pants
- b. 5 "BDU" shirts
- c. 1 Tactical light for duty weapon
- d. 1 Pair clear eyeglasses
- e. 1 "Go Vest" tactical vest for call outs
- f. 2 IPD canine unit hats
- g. 1 Pager

Equipment Issued, Maintained and Returned by Canine Handlers

- a. 1 Pager
- b. 2 Leads
- c. 1 Tracking lead
- d. 1 German muzzle
- e. 1 "Ray Allen" type bite bar sleeve
- f. 3 Covers for said sleeve
- g. 2 Undercover sleeves
- h. 2 "Fur Saver" collars
- i. 2 Two quart stainless steel food/water dishes
- j. 1 Take home portable radio for call outs
- k. 1 10x6x6 kennel with concrete pad
- l. 1 Dog house
- m. 1 Take home vehicle equipped for canine use

Equipment: Bicycle Patrol

- a. 1 Bicycle jacket
- b. 3 Long sleeve stencil shirt with embroidered name
- c. 3 Short sleeve stencil shirt with embroidered name
- d. 1 Bicycle helmet with name
- e. 1 Pair padded bicycle pants
- f. 2 Pair padded bicycle shorts
- g. 1 Pair athletic footwear
- h. 1 Pair riding gloves
- i. 1 Pair long finger gloves (winter)

Equipment: Traffic Unit

- a. 1 Pair summer coveralls
- b. 1 Pair winter coveralls
- c. 3 Pair "BDU" uniforms

Equipment: Tactical Services Unit

- a. 1 Pager
- b. 1 PSAG kevlar helmet
- c. 1 Nomex balaclava
- d. 1 pair bolle goggles
- e. 2 Sets "BDU" uniforms black (set is 2 long sleeve shirts and 2 pants)
- f. 1 Load bearing vest (black with gold police lettering front & back)
- g. 1 Pistol belt
- h. 1 Drop leg holster
- i. 1 Pair knee pads
- j. Visors for helmets
- k. 1 Gas mask
- l. 1 Police frequency portable radio
- m. 1 Radio headset
- n. 1 Cold weather/rain weather jacket (Gortex type)
- o. 1 Cold weather/rain weather pants (Gortex type)
- p. 1 Tactical light holder – Glock Pistol
- q. TSU SM Hat Patch
- r. Black carrier for body armor
- s. 1 Gear/turn out bag
- t. 1 Set Camo "BDU" uniform (long sleeve shirt and pants)
- u. 1 Pair boots
- v. 1 Pair leather entry gloves
- w. Batteries for gun lights and personal lights
- x. Flash bang and smoke
- y. Medical bag and supplies for EMT
- z. Depending on weapons assignment – own issued weapon

Equipment: Critical Incident Negotiating Team

- a. Pager
- b. Police frequency radio
- c. Radio headset
- d. Cold weather/wet jacket & pants
- e. Gear turn out bag
- f. Pair of coveralls/overalls, lightweight with pockets

APPENDIX C

SAMPLE

NOTICE OF DISCIPLINE

TO:

DATE:

This is to notify you that, as Chief of Police of the City of Ithaca, I have determined that there is probable cause for the following charge to be brought against you:

1. Charge in detail: (including supporting specifications)

2. Penalty Sought:

Within ten (10) days of receipt of these charges you must mail to the Chief of Police, by certified mail, return receipt requested, either the enclosed Notice of Demand for Arbitration Hearing or Waiver of Arbitration hearing form. Should you fail to mail the Notice of Demand for Arbitration Hearing or Arbitration Hearing form within the ten (10) days, the charges will be sustained and the City will thereafter impose the penalty sought.

You have the right to representation by your PBA and/or an attorney and you may consult with either the PBA or your own attorney at any time.

Chief of Police

Attachments: Copy of Article XIII of the Labor Agreement
Notice of Demand for Arbitration Hearing Form
Waiver of Arbitration Hearing Form

cc: PBA President

APPENDIX D

SAMPLE

WAIVER OF ARBITRATION HEARING

TO: (Chief of Police)

DATE:

I hereby waive my right to an arbitration hearing on charges brought against me, which charges were specified in the Police Chief's Notice of Discipline dated _____ . I understand the waiving of my rights to an arbitration hearing allows the city to determine the case and fix a penalty or punishment.

Signature of Employee

cc: PBA President

APPENDIX E

SAMPLE

NOTICE OF DEMAND FOR ARBITRATION HEARING

TO: (Police Chief)

DATE:

I hereby notify the City of my demand for an arbitration hearing on the charges brought against me, which charges were specified in the Police Chief's Notice of Discipline dated _____.

Signature of Employee

cc: PBA President

APPENDIX F

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY AGREED BY and between the City of Ithaca ("City") and the Ithaca Police Benevolent Association ("IPBA") to amend the collective bargaining agreement extant as follows:

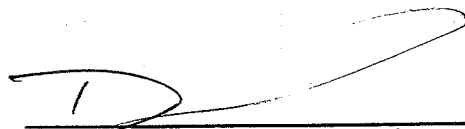
1. A "Patrol Division Call-In List" shall be created, one each; for Staff and Patrol Officers, listing in descending order by police department seniority, of Police Officers in that division.
2. A combined "Investigative/Administrative Call-In List" shall be created, listing in descending order by department seniority, of the Investigative and Administrative personnel.
3. When a need for overtime exists in the Patrol Division, the Department shall call for coverage by first using the "Patrol Division Call-In List"; if no Police Officer accepts the overtime, the Department shall call for coverage by using the "Investigative Administration Call-In List".
4. In the case where the overtime is accepted by a Police Officer from the "Patrol Division Call-In list", she or he shall go to the bottom of the list. Where overtime for the Patrol Division is accepted by a member from the "Investigative/Administrative Call-In list", there is no rotation of names from said list.
5. Where no Police Officer from the "Patrol Division Call-In List" accepts an overtime assignment there is no names from said list. Any subsequent overtime request shall be treated in accordance with the procedure set forth in points 3 and 4 above.
6. The parties are free to establish an "Investigative Call-In List" and "Administration Call-In List". As the needs of their Divisions dictate. Any such list will need to be approved by the "IPBA", prior to the list becoming effective.
7. Any disputes arising out of the application or interpretation of this Memorandum shall be resolved through the grievance procedure set forth in the parties' collective bargaining agreement.

SIGNED:



City of Ithaca

Date: 8/12/99



Ithaca Police Benevolent Assn

Date: 8/12/99

