

**LABOR AGREEMENT BY AND  
BETWEEN**

**THE CITY OF ITHACA**

**AND**

**THE ITHACA POLICE**

**BENEVOLENT ASSOCIATION, INC.**

**January 1, 2008 – December 31, 2011**

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January 1, 2008- December 31, 2011

**ARTICLE I  
APPLICABLE LAW**

The Public Employees' Fair 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 Ithaca Police Benevolent Association, Inc., hereinafter known as the PBA or Association, 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 Chief. 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 A of this Article, for the purpose of collective negotiations and grievances.

**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 sworn officers shall be paid for college credit in police science or criminal justice at the rate of \$18.75 per credit per annum effective January 1, 2009 and at the rate of \$19.25 per credit per annum effective January 1, 2010. 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:

	Effective 1/1/08	Effective 1/1/11
10 years or more	\$1,075	\$1,100
14 years or more	\$1,275	\$1,300
17 years or more	\$1,575	\$1,600

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 I 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.

Employees who are or will be eligible for retirement who give notice to the City of an intention to retire under the provisions of the New York State Retirement System and who give notice at least 60 days before the date of their retirement but not more than 90 days before the date of their

retirement from the New York State Retirement System shall receive \$5,000 upon their retirement except for those employees who retire while disciplinary charges are pending against them or those who retire pursuant to a settlement of disciplinary charges or a settlement reached in lieu of disciplinary charges. To receive the retirement bonus, the employee must provide a date certain for retirement and must retire within 61 to 90 days of the notice given. Application for said retirement bonus shall be made only once during the employee's career with the City. If, after giving notice of retirement, the employee fails to retire on his/her retirement date, the employee shall be permitted to remain in service but will not be eligible to receive the retirement bonus then or at a future time when he/she actually retires. Payment will be made within one month following retirement from 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**

Effective January 1, 2005, there shall be a 4/2 permanent shift work schedule for the Ithaca Police Department Patrol Division as follows:

- a. This schedule will be a 4-day on, 2-day off permanent schedule, with 8 ¼ hour days. The extra ¼ hour each day will be paid at a straight time rate of pay. Time worked in excess of 66 hours in a 12-day cycle shall be paid at the rate of time and one-half for all hours worked, or parts thereof. Each officer working this 4-2 permanent schedule shall receive one additional personal day, per calendar year, to be credited at the beginning of each year. An officer working this schedule who takes a day off as a "personal day" will be excused from his/her shift and eight (8) hours of time will be deducted from that officer's personal leave bank. Personal leave taken in time less than an eight (8) hour block will be deducted from the officer's personal leave bank hour for hour, or part thereof.

b. Shifts will have a four month duration:

January - April  
May - August  
September - December

c. Officers will submit a shift bid sheet listing their desired shift preference. The Employer shall assign shifts by seniority. It will be the responsibility of the individual officer to submit his/her bid by **1500 hours** on **March 15<sup>th</sup>**, **July 15<sup>th</sup>**, and **November 15<sup>th</sup>**, for each rotation respectively, with the new shifts being posted approximately one month prior to the start of the next rotation. All submitted bids are final.

d. The shift hours will be as follows:

**PATROL OFFICERS**

10:45 PM – 7:00 AM  
7:00 AM – 3:15 PM  
3:00 PM – 11:15 PM

**PATROL STAFF**

10:30 PM – 6:45 AM  
6:30 AM – 2:45 PM  
2:30 PM - 10:45 PM

e. It will be incumbent upon the **individual** to advise the administration and PBA when he/she will be away during a bid time and make arrangements to place his/her bid. In the event that an officer refuses or fails to bid, that officer will lose his/her seniority for bidding purposes and will be filled into the last open shift. Officers out of town may bid by mail or by e-mail to the PBA at [ITHACAPBAPRES@AOL.COM](mailto:ITHACAPBAPRES@AOL.COM) or by calling the PBA president at 607-227-6608.

f. Mutuels will be allowed, as per the contract, with the following exception: mutuels in excess of a one-week duration will have to be done according to original bid sheet requests. **For example** – If an officer on the A-line wishes to switch to B-line, the senior most officer on B-line, who had originally bid for an A-line shift as their first or second choice over their current B-line assignment, will have the first option to switch to A-line. The intent of this requirement is to prohibit individuals from brokering deals, which may in turn circumvent seniority.

g. Any officer transferring into this schedule after the shifts have been established will fill into a squad as the needs of the department dictate, e.g. injured, DARE, SRO, N.O.P., rookies, etc. Those officers will thereafter bid on shifts by seniority for subsequent full rotations.

h. The Chief of Police maintains the right to determine the final deployment of individual officers if an officer has special skills or duties which need to be taken into consideration, as not to create a detriment to the overall functionality of the patrol division. (e.g., SWAT, K9, Etc.)



- i. Any vacancies, which will, or are likely to cause a long-term (7 days or longer) shortage for a particular shift for which the department had no control, will be filled as follows: first with volunteers by seniority, and then by reverse seniority from another shift. Any conflict that this may cause an officer shall be resolved in an emergency meeting of the labor-management committee. In any case the affected officer shall be given at least 7 days notice prior to the change taking effect.
- j. Any pre-approved vacation, which may cause a shortage, shall be filled as above. The shortage may be filled by reverse seniority from another shift if no voluntary mutual can be arranged. The current date of April 1<sup>st</sup> for seniority bumping rights, and two officers on vacation at the same time for a given shift, shall remain in effect. In this situation, any officer required to work another shift to cover the vacation of another officer shall be advised at the time the schedule for that period is posted.
- k. Any issue arising out of this schedule shall be addressed in labor management, and if not resolved, the matter shall be settled through the contractual grievance procedure.

## **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. Shift Hours

- a. Shift hours for the Captain of the Patrol Division shall be 2 p.m. to 10 p.m. Tuesday through Saturday.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

### 4. 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.

## 5. Mutuals

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).

## 6. Overtime

- a. 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.
- b. 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.
- c. 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.
- d. 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 following:
  - 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 Administrative 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 Overtime section shall be resolved through the grievance procedure set forth in the parties’ collective bargaining agreement.

- e. 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, and f above, are subject to the provisions of Article IV, Section C (Comp Bank).

## **7. 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.

## **8. 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.

## **9. 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 his/her option, draw upon his/her Comp Bank account or rollover into his/her Retirement Fund Account (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/her designee. If the unit member requests the time in cash he/she shall be paid at his/her 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 his/her hourly rate no later than December 1<sup>st</sup> 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 his/her Comp Bank and be paid at his/her 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. Up to one (1) additional week of vacation time may be carried over into the following calendar year, with the approval of the Department Head or his/her designee. 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 \$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 three (3) 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 \$1.20 per hour in 2008; \$1.25 in 2009, and \$1.30 in 2011 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 in 2008, a \$1.30 per hour evening/night differential for all hours actually worked in 2009, and a \$1.35 per hour differential for all hours actually worked in 2011..

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**

Except as hereinafter stated, the City shall continue to provide 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.

Employees are 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.

Effective January 1, 2006, all unit employees shall contribute a sum equal to one percent (1%) of the employee's annual base salary as a contribution toward the cost of health insurance. Effective January 1, 2009, the health insurance contribution shall be increased to one and a quarter percent (1.25%) of the employee's annual base salary; effective January 1, 2010, the health insurance shall be increased to one and a half percent (1.5%) of the employees base salary; and effective July 1, 2011, the health insurance contribution shall be increased to one and three quarters percent (1.75%) of the employees base salary. The amount of an employee's contribution shall be paid in equal weekly installments as a deduction from each paycheck.

### **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.

**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 shall be informed of the issue to be discussed at the meeting and will be made aware that the employee has the right to representation by a person designated by the Association or by a person selected by the employee. An employee may be represented by a person other than a person designated by the Association only if the employee, in a written communication to the Chief and the Association President, expressly waives the right to representation by the Association and any of its agents or designees. The Association shall provide to the Chief of Police a list of those persons who are authorized by the Association to provide representation to employees in disciplinary matters. It is incumbent upon the Association to provide prompt written notice to the Chief of Police if and when there are any changes to the authorized representative list.
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 following individuals, providing they agree to serve, shall be on the list of permanent arbitrators: James Markowitz, Thomas Maroney, Mona Miller, Stuart Pohl and John Watson.
  - 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.**

Effective no later than October 1, 1999, all current unit members shall have all required uniforms and equipment ordered by the Department as set forth in Appendix B. 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 permanently assigned to the Investigative Division and required to wear street clothing shall receive the following sum of money for clothing, maintenance and cleaning:

In the year 2008 - \$950.00; in the year 2009 - \$1,750; and in the year 2011 - \$2,150. This clothing allowance shall be made in two equal installment payments: the first installment shall be made to those officers permanently assigned to the Investigative Division, with the last paycheck in January. The second installment payment shall be made to those officers permanently assigned to the Investigative Division, with the last payroll check of July.

Effective January 1, 2008, uniformed officers, including temporary investigators, shall be credited a yearly uniform/maintenance allowance of \$975.00 and effective January 1, 2010, \$1,000.00. 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. Effective January 1, 2008, employees may elect to be paid \$275.00 of the allowance in cash. Effective 2010, employees may elect to be paid \$300.00 of the allowance in cash.

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 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 or the PBA, as appropriate, may file a grievance in writing within fifteen (15) days of when the PBA or the employee could have reasonably known that the alleged act or omission occurred. The Chief may request, within two (2) days of a grievance being filed, an opportunity to meet with the PBA to discuss the grievance within ten (10) days of the grievance filing. If a meeting occurs, the Chief must issue a written answer within five (5) days of the meeting. If no meeting occurs, the Chief's written response is due within ten (10) days of the grievance filing.

### **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 fifteen (15) days of receipt of the appeal in order to discuss the grievance, and shall respond, in writing, within ten (10) days of such meeting.

The PBA agrees to copy the City's Director of Human Resources on all Stage Two appeals.

### 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: Thomas Maroney, Mona Miller, Stuart Pohl and John Watson.
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 XVII**

### **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 (1.5x) 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 XVIII**

### **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 XIX**  
**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 XX**

#### **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 XXI**

#### **GENERAL MUNICIPAL LAW §207-c PROCEDURES**

Claims pertaining to injuries and/or illnesses caused in the performance of duty as provided in General Municipal Law § 207-c shall be processed in accordance with the procedures set forth in Appendix F.

### **ARTICLE XXII**

#### **DURATION OF THE AGREEMENT**

This contract shall take effect January 1, 2008 and expire as of midnight, December 31, 2011. This contract was formally approved by the Police Benevolent Association on May 6, 2008 and by the Common Council of the City of Ithaca on May 7, 2008.

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:**

Jeffrey Huddle, PBA President  
Alexander Gair, PBA Vice-President  
Stephen Moracco, PBA Treasurer  
Michael Gray, PBA Trustee  
John M. Crotty, PBA Attorney

**NEGOTIATORS FOR THE CITY OF ITHACA:**

Human Resources Director Schelley Michell-Nunn  
Assistant City Attorney Patricia Dunn  
Acting Police Chief Edward Valley  
Mayor Carolyn Peterson  
Deputy Police Chief John Barber  
Controller Steven Thayer

**CITY OF ITHACA**

  
\_\_\_\_\_  
CAROLYN PETERSON, Mayor

Date: June 5, 2008

**POLICE BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
JEFFREY HUDDLE, President

Date: June 5<sup>th</sup>, 2008

**APPENDIX A**  
**OFFICER COMPENSATION**

Effective January 1, 2008, Officers shall be compensated as follows:

	<u>Increase</u>	<u>Police</u>			
<u>2008</u>	3.75%	<u>Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
Step1		40,100	67,749	79,084	84,665
Step2		50,459	69,785		
Step3		55,705	71,824		
Step4		62,728	73,876		

Effective January 1, 2009, Officers shall be compensated as follows:

	<u>Increase</u>	<u>Police</u>			
<u>2009</u>	3.75%	<u>Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
Step1		41,604	70,289	82,050	87,840
Step2		52,351	72,402		
Step3		57,794	74,517		
Step4		65,081	76,647		

Effective January 1, 2010, Officers shall be compensated as follows:

	<u>Increase</u>	<u>Police</u>			
<u>2010</u>	3.75%	<u>Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
Step1		43,164	72,925	85,127	91,134
Step2		54,314	75,117		
Step3		59,962	77,312		
Step4		67,521	79,521		

Effective January 1, 2011, Officers shall be compensated as follows:

	<u>Increase</u>	<u>Police</u>			
<u>2011</u>	4.00%	<u>Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
Step1		44,891	75,842	88,532	94,780
Step2		56,487	78,122		
Step3		62,360	80,404		
Step4		70,222	82,702		

**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
- l. 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 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 (Cortex type)
- o. 1 Cold weather/rain weather pants (Cortex type)
- p. 1 Tactical light holder — Clock 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

**MEMORANDUM OF UNDERSTANDING**

IT IS HEREBY AGREED BY AND BETWEEN THE City of Ithaca ("City") and the Ithaca Police benevolent Association ("IPBA") to amend Article XII, DUTY AND SHIFT ASSIGNMENTS AND SENORITY, by:

Adding the following as a new Section E., Special Assignment Term Limits:

The purpose of this provision is to allow officers the opportunity to serve in specialized units, without being permanently assigned to those special units. Officers will be able to share the knowledge gained in these positions when they return to regular line duty.

The Department will post the standards and qualifications for each special assignment. Officers not selected may request the reason(s).

The positions applicable herein as Special Assignments are: Community Policing; School Resource Officer; Warrant Officer; DARE Officer/Elementary, Middle School and High School; Traffic Officer. The term limits for officers in each of these special assignments shall be for a maximum of two years, commencing from the date they are assigned. However, the City and IPBA agree that the following officers shall hold their respective special assignments until they vacate them, or until the position is eliminated.

- Community Police -- Officers Cornell and Koval
- Traffic Unit -- Officer Barr
- Warrant Officer -- Officer Bowman

The city and IPBA agree that the positions DARE and School Rescue Officers require successful completion of certifying schools. The Department agrees to seek out and post the certifying schools and meet the State guidelines for these positions.

At Section C -- Assignments as Investigators, add a second paragraph to read as follows:

In the Investigative Unit there will always be one rotating position of eight (8) months in duration. This period will coincide with the four (4) month postings for line tours of duty. If there are no applicants for the eight (8) month position, the incumbent shall be allowed one more term of eight (8) months. But in no case will the position be held by one person for more than sixteen (16) months. All other positions in the Investigative Unit will continue to be permanent positions, filled in accordance with the contractual bidding and interview process.

SIGNED:

\_\_\_\_\_  
City of Ithaca

Date: 11/07/01

\_\_\_\_\_  
Ithaca Police Benevolent Association

Date: 11/13/01

## APPENDIX F

### GML § 207-c MUNICIPAL DISABILITY BENEFIT PROCEDURE

In order to insure that determinations arising by virtue of the administration of the provisions of § 207-c of the General Municipal Law satisfy the interests of those eligible for benefits and the City of Ithaca, the following exclusive procedure shall be utilized to make or review any benefit determinations, review or light duty assignments. The Police Chief shall convey all § 207-c determinations.

**A. Decision making.** The City of Ithaca shall also have the exclusive authority to make an initial determination regarding §207-c benefit approvals, benefit denials, review of benefit determinations, and light duty assignments.

**B. Notice of disability or of need for medical or hospital treatment.** A police officer who alleges to be injured in the performance of duty or who alleges to be taken sick as a result of the performance of duty and who seeks any benefit afforded by §207-c shall notify his or her superior of either (1) an incident causing an injury or sickness so as to prevent the performance of duty or 2) an incident causing an injury or sickness which gives rise to a need for medical or hospital care; provided, however, that a police officer injured in the performance of duty shall provide such notice no later than 2 days from such injury. A police officer taken sick allegedly as the result of the performance of duty shall provide such notice as soon as he or she concludes that the sickness is so caused, but in no event later than 2 days from the time such sickness should have been discovered to have been an alleged result of the performance of duty. In the event of a police officer's inability to do so, such notice may be made by another acting on behalf of the police officer. The notice shall describe the nature of the injury or sickness. To aid in the administration of this provision, the City of Ithaca shall utilize an application form which shall be completed by a police officer seeking benefits or, in the event of an inability to do so, by another acting on his or her behalf. Said form is attached hereto as Appendix "A" and such form shall be provided by the supervisor when the report of injuries/illness is made. Such a form shall be promptly filed with the Police Chief by a police officer or his or her representative, but no later than 5 business days after the incident or conclusion described above. The failure to satisfy the time limits specific above shall render a notice or filing untimely and shall preclude an award of any benefits pursuant to §207-c; provided, however, that the City of Ithaca shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

**C. Status pending determination of eligibility for benefits.** Upon application for benefits, the police officer shall be placed on leave with pay and benefits until the City's determination or 30 days have elapsed. Thereafter the officer may use accrued leave or, if no such leave is available or at his or her choice, the officer may be placed on leave without pay. In the event the officer is placed on leave without pay, he or she shall be entitled to health insurance benefits as provided in the Collective Bargaining Agreement but shall be entitled to no other economic benefits. Upon a determination by the City of Ithaca that a police officer who has been unable to work is eligible for payment of the full amount of regular salary or wages pursuant to the provisions of §207-c, all sick leave or other paid leave which may have been utilized shall be restored in full. A police officer seeking the benefits of this section of law who, in the judgment of the City of Ithaca, has a temporary injury or sickness, may be examined at the City's expense

by a physician selected by the City of Ithaca to verify the existence of an injury or sickness.

**D. Benefit determination.** An application for the benefits of §207-c shall be processed as follows. An individual seeking benefits under §207-c must demonstrate his or her entitlement to them by "substantial evidence" as that term has been interpreted and applied in the context of GML §207-c applications. The City of Ithaca shall promptly review an application timely made and any other pertinent documents or evidence available and, if a determination is made that the injury occurred in the performance of duty or that sickness is a result of the performance of duty, shall direct payment of the full amount of regular salary or wages and shall insure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with the injury or illness. A written notice of such a determination by the City of Ithaca shall be provided to the police officer. The payment of regular salary or wages and medical expenses may be discontinued as provided by §207-c. The City's determination of eligibility for benefits shall be made within 30 days of its receipt of the final application and such medical reports and documentation as may be submitted by the employee.

In the event a question arises as to initial eligibility for benefits or their continuation once awarded, the following procedure shall apply. The City of Ithaca shall promptly inquire into the applicable facts and may require the claimant to submit to one or more medical examinations at the City's expense as may be reasonably necessary to determine the existence of a disability and its extent. To resolve a question of initial or continued eligibility for benefits, the City of Ithaca shall make a decision on the basis of any medical evaluations and information available or otherwise provided by the claimant. A claimant may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such injury or sickness. The City of Ithaca shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and on reasonable notice require the attendance of the claimant or any witness to an incident to secure information relevant to a determination of benefits; may require the applicant to sign a release for information pertaining to his or her prior medical history relating to the injury or illness; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure. The City of Ithaca shall make a determination as to initial or continued eligibility for benefits based upon evidence collected or obtained. A claimant shall be notified in writing of any determination made by the City of Ithaca. The basis for the determination shall be specified. Upon request of a claimant or his or her representative, a copy of any document used by the City of Ithaca to determine eligibility for benefits shall be made available to the claimant. In the event a claimant is adversely affected by a determination, he or she may request a hearing according to the procedure set forth below in paragraph G.

**E. Benefits.** A person determined to be entitled to benefits pursuant to §207-c shall receive:

- (1) the full amount of regular wages, including longevity, medical treatment and hospital care;
- (2) health insurance in the same manner and with the same employer-employee contributions in effect when employee was working or as required by any successor collective bargaining agreement.
- (3) In the event claimant is out of work fewer than 90 days in any calendar

year, he/she shall be credited with the clothing/maintenance allowance for the full year. If claimant is out of work for more than 90 days in any calendar year, the clothing/maintenance allowance shall be prorated the following year based upon the ratio of time actually worked in the preceding year.

- (4) In the event claimant is out of work fewer than 90 days in a calendar year, he/she shall be credited with the entire vacation benefits pursuant to the collective bargaining agreement. If claimant is out of work for more than 90 days, said vacation benefits shall not accrue or be credited for the period of disability, however, any unused vacation leave shall be carried over in full into the following year(s).
- (5) Sick time. A claimant shall receive the full allowance of sick leave earned if the work-related disability period does not exceed 30 days. If the work-related disability period is 30 days or more, claimant shall not be credit with sick leave for the period of disability.

**F. Assignment to light duty.** The City of Ithaca may assign a disabled individual specified light duties consistent with his or her physical or mental condition and police officer status. In the event of such an assignment, the individual shall receive regular salary or wages and any increases thereof and the benefits of all other terms of the applicable Collective Bargaining Agreement which would have been received had regular duties been performed. In seeking to place an individual on a light duty assignment, the City of Ithaca shall advise a disabled police officer receiving benefits under §207-c that his or her ability to perform a light duty assignment is being reviewed. That individual may submit to the City of Ithaca any documents or other evidence in regard to the extent of his or her injury or sickness. The City of Ithaca may cause a medical examination of the individual to be made at the expense of the municipality. The physician selected shall be provided with a list of the types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the police officer to perform certain duties or activities, given the nature and extent of the injury or sickness. Upon review of the medical assessment of the police officer's ability to perform a light duty assignment, the City of Ithaca may make a light duty assignment. Section 207-c benefits shall be continued for a recipient who contests a light duty assignment by the submission of reasonably detailed medical documentation that conflicts with the medical information received by the City from its selected physician. In the event of such a conflict, the provisions of paragraph "G" herein shall apply.

**G. Appeal of adverse final determinations.** Should a police officer disagree with any determination of the City of Ithaca regarding a proposed light duty assignment or a denial or termination of benefits determination, he or she within 5 days of the mailing of the determination shall present a written request to the Police Chief for a hearing, specifying any exceptions to the determination.

- (1) Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. The Claimant or Recipient may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation.

The persons named to serve on the disciplinary and grievance panels under the collective bargaining agreement shall serve as Hearing Officers.

- a. The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within sixty (60) calendar days, the Hearing Officer who has the first available date will be assigned, or the parties retain the right to select a mutually agreeable Hearing Officer(s) to replace those named above at any time, or select another Hearing Officer not named above to conduct the hearing.
  - b. The scope of review of the Hearing Officer shall be whether the City had a reasonable basis for its determination.
  - c. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Claimant or Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Mayor, with a copy to the Claimant or Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The Mayor shall provide his/her written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the mayor shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid by the Employer.
- (2) In the event the dispute is solely a medical one between the employee's doctor and the Employer's doctor as to whether the employee is or was disabled and unable to perform his/her regular or assigned light duties, the parties agree to allow the respective doctors to select a third (3<sup>rd</sup>) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the doctors are unable to agree upon a third (3<sup>rd</sup>) neutral physician, each doctor shall submit their respective name to be appointed by an appropriate certified medical board for the injury or illness in question. The fees and expenses of the physician shall be paid equally by the parties.

**H. Review of continued eligibility for benefits.** The City of Ithaca may review the continued eligibility of an individual to receive §207-c benefits. Should a termination of benefits be proposed and should the police officer disagree, he or she shall object by initiating a hearing according to the process set forth in paragraph G of this procedure. Any such review shall occur after an assessment of the medical condition of an individual or other evidence raises a question



whether a disability may have ceased or whether a disability may have diminished so as to permit a light duty assignment, as the case may be. The burden of proof in such a hearing shall be upon the City of Ithaca.

I. **Miscellaneous.** A police officer who is granted benefits under §207-c shall secure with his or her supervisor at the station all equipment and any weapons issued by the City of Ithaca for the duration of any absence from work. A non-working police officer receiving benefits under §207-c shall not exercise his or her authority as a police officer without obtaining prior approval from a superior officer in the department.

J. **Retirement for Disability Incurred in Performance of Duty (RSSL §363-c) or Accidental disability Retirement (RSSL §363).** A police officer who has been injured in the performance of duty or has taken sick as a result of the performance of duty and who is granted an Accidental Disability Retirement pursuant to RSSL §363 or a Retirement for Disability Incurred in the Performance of Duty pursuant to §363-c shall receive \$5,000 within one month following their disability retirement.

