

AGREEMENT BETWEEN THE  
BETHLEHEM POLICE SUPERVISORS  
ASSOCIATION, INC., LOCAL 786  
AND  
THE TOWN OF BETHLEHEM

January 1, 2022 – December 31, 2025

## **Table of Contents**

*Article 1 - Recognition*

*Article 2 – Union Security*

*Article 3 – Grievance and Arbitration*

*Article 4 – Working Conditions*

*Article 5 – Personnel Record*

*Article 6 – Compensation*

*Article 7 – Vacation*

*Article 8 – Holidays*

*Article 9 – Unpaid Leave of Absence*

*Article 10 – Sick Leave*

*Article 11 – Personal Leave*

*Article 12 – Bereavement Leave*

*Article 13 – Military Leave*

*Article 14 – Jury Duty Leave*

*Article 15 – Civil Service Examination*

*Article 16 – Retirement*

*Article 17 – Insurance (Current and Retired Employees)*

*Article 18 – Death Benefits*

*Article 19 – Uniforms and Equipment*

*Article 20 – Seniority*

*Article 21 – Administrative Investigations*

*Article 22 – Discipline*

*Article 23 – Family and Medical Leave*

*Article 24 – Residency Requirement*

*Article 25 – Manning Road Patrols*

*Article 26 – General Provisions*

*Article 27 – Management Rights*

*Article 28 – Legislative Action*

*Article 29 – Duration of Agreement*

*Article 30 – Separability*

*Appendix – Procedure for Administration of GML 207-c*

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Bethlehem ("Town") and the Bethlehem Police Supervisors Association Inc., Local 786, Council 82, AFSCME/AFL-CIO ("Union").

#### ARTICLE 1 -- RECOGNITION

1.1 The Town has recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all employees employed by the Town of Bethlehem Police Department, including, Sergeant, Detective Sergeant, Lieutenants, including provisional employees, and excluding the Chief of Police, the Deputy Chief of Police and the Police Commander. Should any dispute arise over the inclusion of any new job title or classification, the matter shall be determined by the New York State Public Employment Relations Board.

#### ARTICLE 2 -- UNION SECURITY

##### 2.1 Check-off of Union Dues and Other Deductions

A. All employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards provided by the Union for payroll deduction of Union dues.

B. The Town shall deduct Union membership dues in accordance with the amount certified by the Union to the Town from the biweekly pay of all employees who have executed such authorization for payroll deduction of Union dues.

C. The Town shall make separate deductions for any Union sponsored disability and life insurance programs. The Town shall maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization card provided by the Union.

D. All payroll deductions authorized by this section shall become effective the date the appropriate form designates or, if none, when it was signed by the employee, and deductions from the pay of the employee shall begin by the next payroll period after receipt of the form by the Town.

E. The aggregate totals of all dues deductions shall be remitted each pay period to Bethlehem Police Supervisors Association Inc., and the aggregate totals of all disability and life insurance deductions shall be remitted to the address designated by the appropriate authorization card, both to be accompanied by a list of names of those employees from who such deductions have been made.

F. Any change in the amount of Union dues to be deducted must be certified by the Union in writing to the Town. Such change shall be implemented by the next payroll period after receipt of the certification by the Town.

##### 2.2 Access to Premises - Union Meetings

A. The Town agrees to permit representatives of the International Union, Union Council, or Local Union to enter the premises of the Town at reasonable times with the approval of the Chief of Police, to discuss working conditions with employees. Such representatives shall not interfere with the performance of duties assigned to the employees. Such approval shall not be unreasonably denied. The President or designee acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regularly scheduled shift.

B. Union meetings may be conducted in the Police Department Squad Room with the prior approval of the Chief of Police. Such meetings shall not interfere with the conduct of police business. If for any reason whatsoever the Chief of Police or his/her designee determines that the Police Department Squad Room is needed for the conduct of police business, the Union meeting shall be immediately adjourned and complete control of the room shall be given to the Police Department for the conduct of police business.

### 2.3 Bulletin Boards

The Town agrees to provide reasonable bulletin board space for the exclusive use of the Union to post notices and other Union information.

### 2.4 Printing of Agreement and Distribution to Employees

The Employer shall be responsible for the full cost of reproducing this Agreement and shall provide one copy for distribution by the Union to each employee in the bargaining unit.

### 2.5 Contract Negotiations

The Union President and one other employee to be designated by the President in writing to the Chief, shall be allowed released time with pay during their regular working hours to participate in negotiations with the Town for an agreement to succeed this Agreement.

A. Any employee desiring released time pursuant to this section shall notify the Chief of Police of the need for released time at least 72 hours in advance. The grant of leave under this section is subject to the reasonable operating needs of the Town.

### 2.6 Union Business Leave

The Union shall be granted released time with pay, totaling eight days per annum.

### 2.7 Labor/Management Committee

A. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, labor/management committees may be established from time-to-time as necessary in order to discuss the administration of this Agreement (including grievances), and other matters of mutual interest, including job-related safety. Such committees shall consist of no more than three union members, to be designated by the Union, the Chief of Police or his/her designee and the Supervisor or his/her designee.

B. Meetings may be held at the request of the Union or the Chief of Police. The requesting party must submit a written agenda at least one week in advance of the meeting, or at such time as mutually agreed upon. Meetings will be scheduled as soon as possible.

C. Labor/Management Committee meetings shall be conducted in good faith. Such Committees shall have no power to contravene or change any provisions of this Agreement.

D. Staff representatives of the Union and the Town may participate in all such meetings.

### 2.8 No Strike Pledge

The Union affirms that it will not engage in a strike nor shall it cause, condone, encourage or instigate a strike against the Town nor will it assist or participate in any such strike nor shall it impose upon its members any obligation to assist, conduct, or participate in such strike, all as provided in Section 210 of the Civil Service Law.

## ARTICLE 3--GRIEVANCE AND ARBITRATION

3.1 A. It is the Intent of this Article to provide the exclusive procedure for the resolution of disputes between the Union and the Town concerning the meaning, interpretation or application of a specific term of this Agreement.

B. No provision in this Agreement shall be interpreted to require the Union to process a grievance of an employee at any stage of the grievance procedure if the Union considers the grievance to be without merit.

### 3.2 Definitions

For the purposes of this Agreement all disputes shall be subject to the grievance procedure as outlined below:

- A. "Employee" shall mean any person employed by the Town of Bethlehem Police Department covered by this Agreement. It shall not include individuals who have retired from the Bethlehem Police Department.
- B. "Grievance" shall mean any dispute:
  - i. concerning the meaning, interpretation and application of this Agreement ("contract grievance") or
  - ii. concerning a term or condition of employment which may arise between the parties arising out of an action within the scope of authority of the Department or the Town and which is not covered by the Agreement except those issues for which there is a review procedure established by law or pursuant to rules or regulations filed with the Secretary of State ("non-contract grievance").
  - iii. a grievance shall not include a dispute between the Employer and an individual who has retired from the Bethlehem Police Department if the alleged violation occurs after the individual has retired. Nothing stated herein is intended to limit said individual's right to pursue said violation in a legal forum other than this contractual grievance-arbitration procedure such as the NYS court system or other appropriate forum.

Non-contract grievances may only be processed up to and including Step 3 of this grievance procedure. Disputes concerning disciplinary actions, retirement, alleged violations of the Civil Service Law or probationary terminations shall not be considered grievances for purposes of this Agreement.

C. "Immediate Superior" shall mean the officer of the next higher level of authority who normally supervises the employee's work and approves his or her time record or evaluates his or her work performance.

D. "Days" shall mean calendar days.

### 3.3 General

A. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties but not to exceed 15 days. The failure of the Union to proceed within the time limits set forth shall terminate the grievance at that step and further proceedings under this Article or elsewhere shall be barred. The failure of the immediate superior, the Chief of Police, or Town to answer within the time limits set forth shall permit the advancement of the grievance to the next step of this grievance procedure.

B. Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

C. In the case of a class action grievance, the grievance may be submitted directly to the Chief of Police, or his or her designee.

D. A grievance must originally be presented within 10 days of its occurrence or from when the employee knew or should have known of its occurrence, whichever is later, unless a meeting as hereinafter described is requested. Within such 10 day period, the Union may request that the Chief of Police meet with a committee of no more than three Union members in an effort to resolve the grievance. If the grievance is not resolved at such meeting, the grievance must be presented within 10 days thereafter.

E. An employee shall be entitled to representation by the Union at each step of the grievance procedure

F. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 15 days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

G. Either party may request the inspection and copying of any written statements of witnesses or records which are relevant to the grievance and which are in the possession of the other party in advance of the date of the hearing.

### 3.4 Grievance Procedure

A. Step 1: An employee shall present the grievance in writing to his or her immediate superior. The grievance shall contain a short description of the facts allegedly giving rise to the grievance, a statement of each and every provision of this Agreement deemed to have been violated, and the relief requested. The immediate superior may then make such investigation, as he or she deems appropriate, including consultation with his or her superior. A decision shall be rendered to the grievant and his or her representative, if any, within five days after the presentation at this step.

B. Step 2: If the matter is not resolved at Step 1, the grievance may be submitted within 10 days of the date the Step 1 decision is received by the local Union President, or his or her authorized representative, to the Chief of Police, or his or her designee. Such submission shall include the name or names of the aggrieved employee, the provision of this Agreement claimed to have been violated, the date of such violation and a statement of the facts allegedly giving rise to the grievance. A meeting shall be held between the Chief of Police, or his or her designee, and the Union President, or his or her designee, not later than 15 days after the date the grievance is submitted at Step 2. The Chief of Police, or his or her designee, shall transmit to the Union President or his or her designee, his or her decision in writing on any grievance within 10 days after the date that the Step 2 meeting was held.

C. Step 3: If the matter is not resolved at Step 2, the grievance may be submitted by the Union within 10 days of the date the Step 2 decision is received to the Town Supervisor, or his or her designee. A meeting shall be held between the Town Supervisor, or his or her designee, and the Union's representative not later than 10 days after submitting the grievance at this step. The Town Supervisor, or his or her designee, shall transmit to the Union his or her decision in writing on any grievance within seven days of the date that the Step 3 meeting was held.

D. Step 4: If the Union is not satisfied with the decision on the grievance at Step 3, it may, within 30 days of the receipt of the decision of the Town Supervisor, or his or her designee, submit the matter to the arbitration step in the manner set forth in the section 3.5.

### 3.5 Arbitration Procedure

A. In the event that the Union desires to submit an unresolved grievance to arbitration, a demand for arbitration, together with a copy of the grievance, shall be sent by registered or certified mail to the Town Supervisor, and two copies thereof shall be filed with the Public Employment Relations Board with a request that its voluntary arbitration rules of procedure be commenced.

B. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Union claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Employer may contest the arbitrability of such issue.

C. The Employer and the Union agree that the arbitrator shall be selected pursuant to the voluntary arbitration rules of procedure of the Public Employment Relations Board.

D. Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within 30 days of the date that the arbitration hearing is held, or within 30 days of the submission date of any written briefs, should such be required. The voluntary arbitration rules of procedure of the Public Employment Relations Board shall be used in conducting all arbitration hearings.

E. 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 issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Town or the Union contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be final and binding upon both parties.

F. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

G. If the parties mutually agree to a stenographic transcript of the proceeding, they shall share the cost of such transcripts. If either party, without the consent of the other, requests such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

#### ARTICLE 4 -- WORKING CONDITIONS

4.1 The Town shall provide all employees with all necessary and essential equipment necessary to enforce the law properly, preserve the peace, and provide for public safety.

4.2 The Town shall replace or repair all equipment which is required to be replaced or repaired as the result of normal usage, procedure, wear and tear in the performance of duties of the Police Department. The Town shall place the order for said equipment within ten days after receiving a requisition for the replacement or repair of said equipment from the officer designated by the Chief of Police.

4.3 Marked patrol cars shall be equipped with dividers between the front and rear seats unless other arrangements are made that are agreed to, in writing, by the Union and Chief of Police.

4.4 A. The Chief of Police shall post, in a locked bulletin board in a conspicuous place, the availability of all schools, seminars, and training programs, as soon as he/she is made aware of them. No person shall be denied attendance at any of these programs when he/she participates on his/her non-duty hours and at his/her own expense, as openings are available.

B. The Chief of Police, subject to the approval of the Town Board, shall designate members to attend training programs and police training schools, and the cost thereof shall be paid by the Town.

4.5 All cars while on patrol shall be equipped with one 12 gauge shotgun and one AR-15 patrol rifle, properly secured and locked, along with a reasonable amount of ammunition unless other arrangements are made that are agreed to, in writing, by the Union and Chief of Police.

4.6 The Chief shall post tours of duty at least two weeks in advance of assignment. Members shall request the use of vacation or compensatory time at least two weeks in advance. The Chief may, at his/her discretion, allow members use vacation or compensatory time who have not requested such leave at least two weeks in advance if the staffing needs of the Department will be met during the member's time off.

#### 4.7 Substitution of Time

Consistent with the operational needs of the department, members may request to exchange tours of duty within the same Division and among the same rank contingent upon the member's mutual agreement and appropriate prior approval of the Chief of Police and/or his/her designee.

For the purpose of computing overtime, all hours worked by the member originally scheduled to work such tours; and the member actually performing the hours worked in exchange waives any consideration of such hours for overtime compensation and the member acknowledges that the exchange of hours is voluntary and that no employer obligation is incurred.

Members are prohibited from substituting time when scheduled for in-service training, mandatory overtime, court and/or other scheduled activities for which the employee's presence is required.

Shift differentials will not be affected by a substitute time agreement or paid to an employee working a substitution of time.

Substitute time agreements are between the individuals involved and must be fulfilled by both parties within thirty (30) days of the first tour of duty involved. The Chief of Police and/or his/her designee may extend this repayment period with reasonable cause shown.

#### 4.8 8-Hour shifts for Sergeants

Patrol Sergeants shall bid for tours and work an 8-hour shift (40 hour work week) as shown below, having 5 days on and 2 consecutive days off each week. The shifts bid will be the following:

- 1) Work Sun-Thu 2245-0700 with Fri/Sat off
- 2) Work Tue-Sat 2245-0700 with Sun/Mon off
- 3) Work Sun-Thu 0645-1500 with Fri/Sat off
- 4) Work Tue-Sat 0645-1500 with Sun/Mon
- 5) Work Sun-Thu 1445-2300 with Fri/Sat off
- 6) Work Tue-Sat 1445-2300 with Sun/Mon off

Members assigned to 1445-2300 shift will receive 2% shift differential and members assigned to 2245-0700 will receive 3% shift differential computed on the annual salary for all such regularly scheduled bid shifts.

#### **Time Off:**

One Patrol Sergeant will be authorized time off; vacation, personal, compensatory time on the "preferred shifts", per calendar day. Such reasonable requests should not be denied.

Preferred shifts are defined as:

Friday, 1445-2300  
Saturday, 2245-0700 and 1445-2300  
Sunday, 2245-0700 and 1445-2300

- No two Patrol Sergeants working the same shift shall be granted time off without the approval of the Chief of Police or his/her designee. If two Sergeants are scheduled on the same shift, one will be allowed to use their accruals based on seniority.
- All other time off will be consistent with the operational needs of the department and at the discretion of the Chief of Police or his/her designee.
- Personal Leave that is utilized in accordance with Article 11.2 cannot be denied on preferred shifts.

The Detective Sergeants and First Sergeant (Administrative Sergeant) will work an eight hour five-day schedule, as assigned by the Chief of Police or his/her designee.

Sergeants will receive overtime or compensatory time for any hours worked beyond their scheduled work day within each pay period. Overtime will be calculated as one and one-half times compensation.

The Lieutenants work an eight hour five-day schedule, as assigned by the Chief of Police or his/her designee. Lieutenants are not eligible for overtime as stated herein.

ARTICLE 5 - PERSONNEL RECORD

5.1 Personnel Record Review

A. All employees covered by this Agreement shall have the right to examine their personnel file maintained by the Town upon 48 hours notice. This file shall contain their personnel application, suspensions, evaluations, and all letters of commendation, reprimand, suspension, fines, demotions and any and all work related actions that have taken place during his/her employment with the Town. Such review shall be in the presence of the Chief of Police or his/her designee, during regular business hours.

B. No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in an employee's official personnel file without the employee first having an opportunity to review such action. Should an employee, upon review of such action, disagree with all or part of such letter, he/she shall have the right to file a response thereto, which shall be attached to such letter.

C. With the exception of disciplinary actions or annual work performance ratings, any material in the official personnel file of an adverse nature over three (3) years old, may, upon the employee's written request, be removed from the official personnel file by mutual agreement of the employee and the Chief of Police. This does not preclude the earlier removal of such material by mutual agreement of the employee and the Chief of Police.

ARTICLE 6--COMPENSATION

6.1 The Town shall compensate all employees pursuant to the following salary schedule for the period commencing January 1, 2022 and ending December 31, 2025. Except as hereinafter provided, the base salary for this period for each member of the Union of the rank of Sergeant and Lieutenant shall be equivalent to the step on the following salary schedule which coincides with his or her number of years of experience in the Police Department of the Town of Bethlehem. The compensation of each member of the Union shall be increased to the next higher step on the salary schedule on the anniversary date of his or her appointment to the Police Department of the Town of Bethlehem or appointment to the position of Sergeant, Detective Sergeant or Lieutenant. The compensation of each member shall be paid on every other Friday throughout the year.

Base salary shall be increased in the following amounts on the following dates. These increases shall result in the following salary schedule for the term of the contract and are retroactive to January 1, 2022.

	2022	2023	2024	2025
	2% COLA	Plus \$750 3%COLA	Plus \$750 2.5% COLA	2% COLA
<b>Sergeant</b>				
Starting Salary (Step 1)	89,750	Eliminated	Eliminated	Eliminated
1 Full Year of Service (Step 2)	92,738	96,293	99,469	101,458
2 Full Years of Service (Step 3)	95,726	99,370	102,623	104,676
3 Full Years of Service (Step 4)	99,104	102,850	106,190	108,314
4 Full Years of Service (Step 5)	102,482	106,329	109,756	111,951
Starting Salary(Step 1)		Eliminated	Eliminated	Eliminated
1 Full Year of Service (Step 2)	105,790	108,964	111,688	113,922

\$1,000 signing bonus for all members of the bargaining unit.

Effective 1/1/2023 eliminate Step 1 from Salary Schedule.

In 2024 and 2025, if the Town agrees to a higher wage increase with any other bargaining unit or unrepresented

Town employees during the term of this agreement, the Town will increase wages for the Bethlehem Police Supervisors by the same percentage.

6.2 A member designated as Detective Sergeant in charge of the Detective's Office shall be compensated \$1,250 for the year. A member designated as Detective Sergeant in charge of the Community Services Detective's Office shall be compensated \$1,250 for the year. A member designated as Detective Sergeant in charge of the Detective's Office and the Community Services Detective's Office shall be compensated \$2,50 for the year. (Effective 1/1/2023)

6.3 A. Any member designated as Administrative Sergeant shall be compensated \$1,000 for the year, in addition to the salary of Sergeant in lieu of an on call allowance.

B. Any member designated to receive an on-call allowance, either from holding the rank of Detective SGT or from their assignment to the Family Services Unit, and who are serving in active duty (not out under permanent 207-c status), shall be compensated \$3,000 for the year, in addition to their regular salary and in lieu of an on-call allowance. There are currently seven members eligible for this benefit, and it is agreed that this benefit is limited to a maximum of seven (7) members at any given time.

C. Any member designated by the Chief as a counter-sniper shall receive \$500 per year.

6.4 In addition to the compensation paid to members pursuant to sections 6.1, 6.2 and 6.3, the Town shall pay each member a longevity increment to be added to his or her annual base salary pursuant to the following schedule. Such longevity increments shall be added to and included in the member's annual salary on the anniversary date of his or her appointment in accordance with the following table: Retroactive to 1/1/2022. (Brian Hughes grandfathered @ current year/rate 2018-2021 Contract of \$4,600).

Seven years	\$1500
Ten years	\$2000
Fourteen years	\$2500
Eighteen years	\$4000

6.5 In addition to the compensation computed in accordance with sections 6.1 through 6.4 the Town shall pay an Educational Increment in addition to his or her annual base salary in accordance with the following schedule to each member who shall be qualified therefore.

A. All members having received an Associate's Degree from an accredited college or university shall receive an additional \$500.

B. All members having received a Bachelor's Degree from an accredited college or university shall receive an additional \$1,000.

C. All members having received a Master's Degree from an accredited college or university shall receive an additional \$1,500.

D. The education increment shall become effective the next payroll period following the Member having received either of the aforementioned degrees and shown proof of receipt of that degree to the Chief of Police or his/her designee.

#### 6.6 Overtime

A. All members shall receive overtime pay at the rate of one and one-half times straight regular hourly pay for all hours of work performed in excess of eight hours per day for those regularly scheduled to work a 8 hour shift or over 80 hours bi-weekly. Payment for such overtime shall be made in the next payroll period following the period in which the overtime was worked. Overtime work shall be any hours of work authorized by the Chief of Police or his/her designee in excess of a member's tour of duty.

B. Payment of overtime shall be subject to submission of a claim form and proper certification by the Chief of Police or his/her designee as to the number of hours worked and the reason therefore including certification in the form of production of the legal process or other appropriate verification of attendance.

C. Compensation for hours worked on the legal holidays hereinafter described shall be at overtime rate of one and one-half times straight regular hourly pay.

D. Eligibility for Overtime

1) Sergeants, by seniority in rank shall have first choice of overtime for a regular patrol shift when there is no Sergeant on the shift.

2) Overtime that occurs within four hours of the start of the next regular shift shall be first offered to the Sergeant or Officer (as the need dictates), scheduled to work on that next shift and thereafter, by seniority.

3) Special details that include overtime shall be manned as determined by the Chief of Police or his/her designee. Eligibility for special detail overtime shall be by seniority. Supervisors shall be eligible for overtime on special detail only when a Supervisor is required, or when no Officer will take the available overtime.

4) Where a member has volunteered to cover a shift, a special detail, or part thereof, on an overtime basis, any unexcused withdrawal of their availability on less than 8 hours notice shall result in a forfeiture by the member of an equivalent amount of non-sick leave accruals, unless that shift can be filled by a member on a voluntary basis that prevents mandatory overtime. The member shall select the type of non-sick leave accrual to be forfeited.

E. Compensatory Time – The member may elect to take compensatory time in lieu of payment for overtime worked. Compensatory time shall be at the rate of one and one-half hours for each overtime hour worked. Compensatory time shall not exceed 40 banked hours at any time.

F. Restriction on Overtime Pre/Post Sick Incident -Members are not eligible to earn overtime pay within a 24 hour period before or after their regular scheduled shift when they call in sick. In such an instance any hours worked shall be paid as straight time. This provision shall not apply to members out on General Municipal Law Section 207C Leave or those deemed consistent with catastrophic leave. Any member called into work for unscheduled responsibilities or investigation, shall not be subject to the restrictions of this proposal. The 24 hour period does not apply nor attach to a member's RDO's.

6.7 Recall

A. Any member who is recalled to duty after having completed his or her tour of duty and returned home shall receive four hours compensation and shall be credited with having worked four hours recall whether he/she remains the duration of the four hours or not, or shall be paid the longest period of time he/she remains, whichever is greater.

B. Any member recalled to duty on a Vehicle and Traffic matter, after having completed his or her tour of duty and returned home, to appear in Town Court in the Town of Bethlehem shall receive four hours compensation and shall be credited with having worked four hours recall whether he/she remains the duration of the four hours or not, or shall be paid the longest period of time he/she remains whichever is greater.

C. A member recalled to duty who is recalled within four hours of the commencement of his or her shift shall receive only that time which he or she works.

D. The four hour recall shall apply to days off, vacation days off or compensatory days off.

E. No member will be required to remain on duty unless extraordinary circumstances exist. Short shifts shall not be covered by a member on recall, but shall be covered by a member who is called in to cover the vacancy.

6.8 In the event that any member is promoted to a higher classification, either permanent or provisional, he or she shall be compensated at the rate coinciding with such higher classification on the salary schedule contained in section 6.1, in addition to such other compensation to which he/she may be entitled pursuant to Sections 6.2 through 6.6. Such compensation shall be paid on the first day of the normal pay period next following the ratification of his or her appointment by the Town Board. The Town shall consider and decide the recommendation for such appointment to such higher classification by the Chief of Police or his/her designee within two months after such recommendation is made.

6.9 All members who are designated on the roster of the Police Department as "Detective Sergeant" or who otherwise have been so designated as "Detective Sergeant" by the Chief of Police, with the approval of the Town Board, and who actually perform that function primarily, shall receive an additional \$1,000, annually, in a separate check, as compensation for clothing required for the performance of the detective function. Such check shall be tendered to such member within 30 days of his or her appointment, or within the first 30 days of each year of this Agreement, whichever is earlier. The clothing so purchased shall be the sole property of the member. Increase Detective Sergeant Clothing Allowance to \$1,300. (Effective 1/1/2023)

#### 6.10 Shift Differential

A. Employees regularly scheduled to work the 2:45 pm – 11:00 pm shift shall receive a 2% shift differential computed on the annual salary for all such regularly scheduled "bid" shifts.

B. Employees regularly scheduled to work the 10:45 pm - 7:00 am shift shall receive a 3% shift differential computed on the annual salary for all such regularly scheduled "bid" shifts.

C. An employee not regularly assigned to one of the shifts set forth in this section shall not receive the shift differential if for any reason he or she works such shifts.

6.11 The Town and the Union hereby agree to make available to the members of the bargaining unit represented by the Union a Deferred Compensation Plan to be developed by the Town.

6.12 Any action taken by a member on his or her time off in response to an occurrence taking place in his or her presence which would be appropriate action if on duty shall be considered action subject to compensation and benefits for actual time worked as if on regularly scheduled duty.

6.13 Where the Chief designates a Sergeant to act as a Field Training Officer, such an individual shall receive a stipend of \$750.00 for this assignment, paid upon the completion of said assignment. However, the Chief's designation shall be in his/her sole discretion, and made without regard to seniority, and shall not be grievable.

6.14 Direct Deposit – All payroll and other payments by the Town to employees including those to be made pursuant to this Agreement, shall be made by direct deposit. Employees shall maintain such accounts and execute documents required by the financial institution for that purpose.

6.15 Stipend in Lieu of Lineup Pay – to be paid to all members.

\$3,000 15 minute pre-shift line-up payment with a yearly contractual COLA increase. Patrol Sergeants will come in 15 minutes early for each regularly scheduled bid shift for line-up debriefing. Detectives Sergeants/Records Sergeant will be in service 15 minutes earlier than their regular scheduled bid shift. Specifically, upon entering the Town of Bethlehem members of the Special Services Unit acknowledge that they will be in service for the start of their shift that including the 15 minute roll call. For purposes of meeting the additional 15 minute requirement, time spent by detective sergeants who have called into service after entering the boundaries of the Town shall be credited with the travel time spent driving to the station.

\$3,000.00 for 8.25 hours/day schedule as follows:

Members will punch in .25hrs prior to their regularly scheduled annual bided shift. When a member is requesting accrued time off per the contract (Vacation, Personal, Comp, or Sick) that member is not required to use additional .25hrs of accrued time.

Members will receive a 2% COLA on this stipend in years 2020 and 2021. The stipend will be paid in a bi-annual installments with the first paycheck in June and the second paycheck in November. Said \$3,000.00 will be applied to the member's annual salary and reported to NYS Retirement.

Effective 1/1/2023 Lineup increases to \$3,500.

Members who have been out on catastrophic sick leave will not receive the lineup stipend during the time they are out. The stipend will be prorated.

6.16 Detective On-call Pilot Program to go into effect as follows:

The Department shall institute a Pilot Program modifying the current on-call procedures as follows:

The current procedure of having both a member of the Detective's Office (DO) and of the Family Services Unit (FSU) serving on-call assignments shall, for a period of six months, be replaced by having a single Detective, or Detective Sergeant, from the DO or FSU serve such an assignment based upon a seven week rotation. The period of one week shall commence at 0700 hours on Monday, and continue for seven consecutive days from that point, 1 day of on-call will be a 24 hour period beginning at 0700.

If a member shall not be able to complete all or part of his/her week of on-call assignment, then another division member is required to perform such assignment. This is to be accomplished first voluntarily by seniority in the Special Service Division/not Rank. If not filled voluntarily it will be filled using a "stick" process for each day of the on-call assignment needing coverage. Stick Board will be established by rank and then seniority in the Special Service Division. The "stick" list will include all detectives by reverse seniority in the Special Service Division. The "stick" will be assigned to the person with the least sticks and in said reverse seniority. The member needing coverage will not be paid the daily rate of \$66.49. That rate will be paid to the member that is covering that on-call.

The yearly on call assignments will be established by rank then seniority in the Special Service Division. Members are allowed to voluntarily transfer or switch on-call within the division at any time, provided both members agree. In either case the member actually working the on-call will receive the daily rate and if switched it must be within the Pilot Period (or calendar year if this moves forward).

When a Detective is out of work on Sick, or 207C he/she is ineligible to earn the on call allowance. The calling-in of a second detective will be done by seniority in the discipline of the incident type, and then supervisors by discipline of the incident type. No more than one additional detective will be called-in without Command approval. The above shall not modify or impact the authority of the Chief to change assignments upon two weeks notice pursuant to Section 4.6 of the Collective Bargaining Agreement. Further, in the event that the Pilot Program is found to be interfering with operations, such as repeated instances where The Department is not able to obtain a second detective to assist when that is deemed necessary by The Department, The Department and/or the Union may opt-out of this Pilot Program upon two weeks-notice to the Union and after meeting with the Union to explain its basis for the belief that operational needs are not being met.

The Pilot Program shall be established in a reasonable time frame after the conclusion of negotiations. If any member is out sick or 207c and is unable to work their assigned on-call shift they will forfeit their on-call allowance for that time period they are unable to work. Currently, five Detectives and two Detective Sergeants are included in the rotation at \$3000 per on-call member. On-call rate for all members is \$66.49 daily.

Effective 1/1/2023, the on-call rate for all members increases to \$89.86/day

ARTICLE 7 -- VACATION

7.1 Vacation shall be granted in accordance with the following schedule– All vacation days will be converted to hours based on 8 hour days.

Upon completion of this number of years:	Shall receive this number of vacation days:
1	11
4	16
9	21
15	22
16	23
17	24
18	25
19	26
20	27

7.2 Vacation time off for Sergeants shall be determined by seniority in rank, and subject to the reasonable operating needs of the Town.

7.3 A member entitled to vacation benefits who resigns, retires or dies shall be entitled to receive an amount equivalent to his or her vacation accumulation, computed on the basis of his or her straight time rate of pay.

Members shall be allowed to carry over up to 80 hours of vacation time from one year to the next. As of 2023, members shall be allowed a onetime carry over of vacation hours exceeding 80 hours.

7.5 A week block of vacation will consist of seven consecutive total days, five vacation days (40 hours) and two RDOs, regardless of where the RDOs fall within the block. Vacation time off submitted prior to March 1<sup>st</sup> will take precedence over Vacation time off submitted after March 1<sup>st</sup>. Week blocks of vacation will take precedence over non-week blocks of vacation.

## ARTICLE 8--HOLIDAYS

8.1 The legal holidays hereinafter referred to shall be as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Easter Sunday
- Memorial Day
- Juneteenth/Emancipation Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

8.2 When one of the holidays enumerated here in above in section 8.1 falls on a member's regularly scheduled day of work, said member shall receive, in addition to his/her normal day's pay, one day of compensatory time off. Such compensatory day shall be taken at a time agreeable to the Chief of Police or his/her designee. Holiday time under section 8.2 and 8.3 would be compensated based upon actual hours worked. Example – 8 hour tour = 8 hour compensatory time off.

8.3 When one of the holidays enumerated here in above in section 8.1 here in above falls on a member's regularly scheduled day off, such member shall receive one day of compensatory time off. Such compensatory day shall be taken at a time agreeable to the Chief of Police or his/her designee. Holiday time under section 8.2 and 8.3 would be compensated based upon actual hours worked. Example – 8 hour tour = 8 hour compensatory time off.

8.4 Buy Back – Any member may elect to be paid in Lieu of time off for a maximum of ten compensations days (80 hours) in the calendar year. Such days will be designated by the member on December 1 for payment at straight time rate before Christmas in the current calendar year.

## ARTICLE 9--UNPAID LEAVE OF ABSENCE

9.1 Eligibility

A. A leave of absence without pay, not to exceed one year, may be granted to a permanent employee by the Chief of Police, or the Town Supervisor. The granting of such leave is in the sole and unreviewable discretion of the Town.

B. During a leave of absence without pay, subject to and consistent with the group health insurance plan, coverage may be continued provided direct payment by the employee of the total premium is made, through the Human Resources. Failure to make timely premiums will result in cancellation of coverage.

9.2 Application for Leaves

A. Any request for a leave of absence without pay shall be submitted to the Chief of Police. The request shall state the reason the leave is being requested and the appropriate length of time off the employee desires.

B. A reply from the Chief of Police concerning the leave of absence without pay shall be furnished to the employee in writing within ten working days.

C. Upon the expiration of a leave of absence without pay, reasonable efforts will be made to reinstate the employee to the position occupied at the time the leave was granted, with the restoration of all benefits, including seniority, and credits previously earned and enjoyed. Benefits, seniority and credits shall not be earned during the time the employee is on a leave of absence.

9.3 Family and Medical Leave

The Town and the Union hereby agree that the family and medical leave of absence policy set forth in Appendix A of this Agreement shall be a part of this Agreement and shall apply to the members of the bargaining unit represented by the Union.

ARTICLE 10 -- SICK LEAVE

10.1 Sick leave is provided for a non-duty related injury, illness or disability which renders a member unable to perform the duties of his/her position. While on sick leave a member will restrict his/her outside activity to that which is reasonably expected of someone with such illness, injury or disability.

10.2 The Chief of Police or his or her designee shall have the right at any time to require proof of the need to utilize sick leave, which shall include a written verification from the member's physician of record. In the event a member is absent in each of two consecutive years for more than 10 days without providing written verification from the member's physician of record, such verification shall be required for each day of subsequent absence.

In the event a member is unable to return to regular duties after a period of extended sick leave use, the Town may require a full physical and/or mental examination by a physician selected by the Town, and at the Town's expense. Should a disagreement arise between the Town's physician and the member's physician over the physical and/or mental fitness of the member to continue in his/her job duties, then a third physician, selected by the Town and collectively by the Union and the member, shall make the final determination at the Town's expense.

10.3 Abuse of sick leave shall be cause for the imposition of discipline. A member will receive an unacceptable rating if he/she has greater than five (5) incidents, or more than ten (10) days, in an annual period. On duty related injuries will not count toward an unacceptable rating on performance appraisals.

10.4 Catastrophic Sick Time

A. For the purpose of this section, the following terms are defined:

1) Sick Day - any scheduled shift which a member is unable to work due to non-duty related injury or illness.

2) Sick Time Incidents - A sick day; or two or more continuous sick days.

3) Unexcused Sick Time - Any scheduled time that a member is unable to work due to non-duty injury or illness, which has not been excused in writing by a licensed physician or chiropractor.

4) Catastrophic Sick Time - Sick time due to non-duty injury or illness or injury which exceeds 30 calendar days and up to one calendar year.

B. Eligibility

1) Members employed before 1/1/93

a. Maintain eligibility if unexcused sick time incidents do not exceed 6 per calendar year in 2 out of 3 of the latest calendar years of employment.

2) Members hired after 1/1/93

a. To accumulate sick time at the rate of 1/2 day per pay period (13 days/year), during first two calendar years of employment.

b. Upon completion of two calendar years of employment a member becomes eligible for the Catastrophic Sick time benefit only if unexcused sick time incidents did not exceed 6 per year.

c. Maintenance of eligibility is same as B-1a above.

C. Loss of Eligibility

1) Review of sick time records for the purpose of determining eligibility for catastrophic sick time shall be made on January 1st of each year

2)

a. Members employed prior to 3/1/88, who lose their eligibility for the catastrophic sick time benefit will have an established bank of sick time of 90 days on January 1st and accrue additional sick time at the rate of 1/2 day per pay period to a maximum of 140 days.

b. Members employed on or after 3/1/88, who lose their eligibility for the catastrophic sick time benefit will be credited with all sick leave time accumulated prior to their coverage by the catastrophic sick time benefit and shall accrue additional sick time at the rate of 1/2 day per pay period to a maximum of 140 days.

3) Members who become ineligible for the catastrophic sick time benefit may regain eligibility on January 1st, based on the review of sick time records and conformance with B1.c above.

10.5 Sick Leave Incentive – Town agrees to pay employees \$500 for each quarter that no sick time is used. These payments will be made in the first payroll of the month following the end of the quarter the incentive is earned. Effective Date of Ratification.

Quarters are defined as:

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

ARTICLE 11 -- PERSONAL LEAVE

11.1 All members shall receive six personal leave days (48 hours) which shall be scheduled within the unit on the basis of length of service by rank, subject to the reasonable operating needs of the Town, and in accordance with this Article and Article 4.8 of the collective bargaining agreement. Personal leave will be increased to 48 hours per year beginning 1/1/19.

11.2 a. A member will not be required to give a reason for personal leave except where the use of personal leave is requested less than 2 hours before the commencement of a scheduled shift and in such an instance approval must be requested from the Chief of Police or his/her designee.

b. Personal Leave cannot be utilized on the following holidays as well as the days before and after said holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day.

11.3 A member can sell back up to 2 days (16 hours) of personal leave that was not utilized during a calendar year. Payment for these days will occur during the second payroll period of the New Year.

#### ARTICLE 12--BEREAVEMENT LEAVE

12.1 In the event of the death of a member's spouse, child, parent, step-parent, sibling, step- brother or sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, or any other relative permanently domiciled in the member's household, the member shall be granted up to four days of bereavement leave of absence with pay. The member shall be paid at his/her regular rate of pay for each day of funeral leave that falls within his regularly scheduled tour of duty.

12.2 In extreme circumstances, at the sole discretion of the Chief of Police, a longer leave of absence may be granted. The said leave shall be without reduction in pay or vacation time or sick or personal leave.

#### ARTICLE 13--MILITARY LEAVE

13.1 A member, required as a Reservist or National Guard member to serve on active duty shall receive up to 30 calendar days or 22 work days, whichever is greater, with pay, per year for ordered military duty.

Other than in the case of an emergency, a member shall provide no less than ten (10) days notice of the commencement of such military duty and further, shall provide two (2) copies of specific orders at the time such military leave is being requested.

#### ARTICLE 14--JURY DUTY LEAVE

14.1 A member shall be granted time off with pay for jury duty. The member will receive the same compensation which would be received during a normal work week with no allowance for overtime. A member called for jury duty must notify the Chief of Police in a timely manner.

#### ARTICLE 15--CIVIL SERVICE EXAMINATION

15.1 When a Departmental promotional examination is held during a member's regularly scheduled work hours, he/she will be allowed time off with pay for the purpose of taking such examination. Such right may be exercised only once during the term of this Agreement.

#### ARTICLE 16--RETIREMENT

16.1 The Town shall pay the full cost of the following retirement plans within the New York State Police and Fire Retirement System. The choice of such plan shall be at the sole option of the member provided that such choice be made in accordance with the laws, rules and regulations governing such plans.

A. The Town shall continue to pay the full cost of the Retirement Plan in effect for members on December 31, 1975, for those members who elect to remain in it; and further

B. The Town shall pay the cost of a 25 year half pay Retirement Plan pursuant to Section 384 of the Retirement and Social Security Law for those members who elect it. Effective January 1, 1989 the Town shall pay the cost of a 20-year, half-pay retirement plan under section 384-d of such law for those members who elect it.

C. The Town will offer to each member the 1/60th of final average salary benefit and prior service credit benefit which are set forth in NYS Retirement and Social Security Law Sections 384-e and 384-e(b), respectively, at no cost to the member.

D. Upon receipt in writing of resignation or retirement from a member, including official Notification from the NYS Retirement System, a member cannot use additional accrued time off that hasn't been submitted prior to March 1<sup>st</sup> of that year, unless otherwise approved jointly by the Chief of Police and the Town. Leave for medical illness and/or FMLA will continue to be honored up to official time of resignation or retirement.

16.2 All current members of the Bethlehem Police Department grandfathered in with no maximum Comp Time Accrual Payout. New Bethlehem Police Department members hired after July 20, 2023 would be held to the 240 hours.

#### ARTICLE 17--INSURANCE

17.1 The Town shall provide for all members and their dependents such medical and hospitalization insurance plan or plans that are currently in force and effect. The Town may change carriers, or administer its own plan, or join with other municipalities in administering or funding a health insurance program, so long as the coverage and benefits available are equivalent to those currently in effect.

Notwithstanding any of the foregoing, in the event that any carrier currently providing an insurance plan covering a member shall unilaterally: (a) discontinue a plan currently provided, or (b) any benefit thereof, or (c) decrease the level of benefits currently available, or (d) shall increase any co-pay or deductible provision, or (e) add a condition for continued eligibility for a benefit level, the Employer and the Union agree to ten (10) days' notice to the Union to review the carrier's available options and for the Union to select the desired option, to be implemented as of the effective date of the carrier's change.

Effective 1/1/2020, the following changes shall be made to the Town's current Health Insurance Plan with CDPHP:

A. Health Insurance Premiums-The maximum "out of pocket" exposure for an individual is \$7350 and for family is \$14,700 .

B. The Union will participate in any eye plan offered by the Town. A voluntary vision plan will be offered to members and the "routine eye exam every 24 months" benefit will be eliminated.

C. Co-pay for in-patient hospital stay will increase from \$50 to \$240.

**\*\*All other co-pays will remain the same.** Co-Pay changes are effective January 1, 2020. It will not be retroactive\*\*

#### Health Insurance Co-Pays:

Emergency Room Visit \$100  
Office Visit \$25  
In-Patient Co-pay \$50  
Skilled Nursing Facility \$240  
Outpatient \$75

17.2 The Town shall provide a Dental Care program for all members in accordance with the terms provided by the present carrier. The Town will pay the "employee" portion and members with family coverage under the New York medical insurance plan will pay "dependent" cost.

17.3 The Town shall provide indemnification from liability of police officers for alleged negligence while the employee was acting in the performance of his/her duties and within the scope of his/her employment consistent with the Town's mandatory obligations pursuant to General Municipal Law 50-j. The Town, in its discretion, may elect to provide indemnification from liability from a judgment for punitive or exemplary damages arising from a negligent act while an employee was acting in the proper discharge of his/her duties and within the scope of his/her employment if the Town through reasonable efforts, is able to purchase insurance at a reasonable cost to cover such indemnification.

17.4 The Town shall provide an Employee Assistance Program as a benefit for employees and their family members which will provide limited free, confidential, professional assistance for a wide range of personal problems which may affect the quality of their work and personal lives. The Town will provide counseling to any member involved in an incident occurring while on duty and within the scope of employment that causes the member undue stress, if requested by the member. A counselor who specializes in police incidents will be provided, if available, if requested by the member.

#### 17.5 Alternate Benefit in Lieu of Health Insurance

In a situation where an employee is able to decline individual health insurance, and can obtain health insurance through their spouse, the Town will pay an annual amount of \$3,500 to the employee in lieu of the health insurance coverage, payable in a separate check in January, after one year of declined coverage. New Employees are entitled to a prorated amount of the full \$3,500, payable the following January.

The election to decline coverage must be done during the Town's annual open enrollment period (each November), or at the time of employment for new hires. Elections are effective for a one year term and may not be changed, except for a change in family circumstances which causes the discontinuance of the spouse's health insurance.

Reinstatement of insurance may depend on qualifications set by the insurance carrier and is not guaranteed. If an employee has elected to waive coverage and leaves during the year, the Town will prorate the amount paid to the employee based on date of separation.

Effective January 1, 2022, if a member's spouse or parent is also a Town employee and would qualify as a dependent under the spouse's or parent's Single Plus One or Family Plan, there shall be no entitlement to the alternate benefit for that member or for their spouse/child.

#### 17.6 Eligibility for Health Insurance for Officers Receiving Benefits Under General Municipal Law Section 207-c

A. In the event a member is granted 207-c status, and such status is medically determined to be a permanent inability to return to active police duty, the Town will provide health insurance coverage as per Article 17.1 for a maximum of three (3) years from the date of commencement of 207-c status. Upon the member's attainment of 20 years of service (including both active duty and 207-c status), eligibility for the Town-paid health insurance as per Article 17.1 ceases. Effective on the first day of the subsequent month after the attainment of 20 years of service, 100% of the health insurance premium shall be deducted from the member's paycheck. This provision will be effective commencing January 1, 2008 for any members currently receiving 207-c benefits.

B. For member with at least 19 years and nine months of service with the Town at the time they are determined to be eligible for 207-c status and whose status is medically determined to be a permanent inability to return to active police duty, the member shall have up to three months to file for retirement benefits. Notwithstanding subdivision A, in the event a member has an application for retirement pending before the New York State Police and Fire Retirement System within three months of the attainment of this permanently disabled status, the Town will continue to provide health insurance coverage as per Article 17.1 during the System's consideration of the application, for a maximum of 18 additional months. Eligibility for coverage will end upon receipt of approval from the System, which may be less than 18 months.

C. Notwithstanding subdivision A, in the event a member has an application for retirement pending before the New York State Police and Fire Retirement System as of the attainment of either 3 years on 207-c status or 20 years of service with the Town as described above, the Town will continue to provide health insurance coverage as per Article 17.1 during the System's consideration of the application, for a maximum of 18 additional months (4.5 years of 207-c status, or

21.5 years of service). Eligibility for coverage will end upon receipt of the approval from the System, which may be less than 18 months.

#### 17.7 RETIREE HEALTH CARE BENEFITS

The following describes who is eligible for health care benefits paid either partially or fully by the Town upon retirement. Note that all medical benefits are subject to the Federal COBRA Act of 1987.

##### A. Retirement Benefit Eligibility:

A retiree must be a vested and eligible retiree in the NYS Employee Retirement System in order to qualify for continued health care coverage. Additionally, they must be working for the Town as of their retirement date, **and** have a minimum of ten years of uninterrupted full-time service with the Town at the time of retirement (involuntary breaks in service, less than one year in duration, will not count as a service interruption).

##### B. Retiree Benefit Class 1:

For employees hired before 8/31/92 and who have served ten years upon retirement, the Town will contribute the cost of individual or family health insurance, equal to the benefit paid for full-time employees under the Town's current primary health care provider.

##### C. Retiree Benefit Class 2:

For employees hired after 8/31/92, the Town will contribute an amount toward the health insurance premium as listed in the schedule below:

- 1) Employees with 20 years or more of full-time employment with the Town will receive health insurance benefits equal to a current full-time employee.
- 2) Employees with less than 20 years, but with 15 or more years of full-time service with the Town, will receive health insurance benefits equal to 75% of the benefit being provided a full-time employee.
- 3) Employees with less than 15 years but 10 years or more of full-time service with the Town will receive health insurance benefits equal to 50% of the benefit being provided a full-time employee.
- 4) Employees with less than 10 years of full-time service are ineligible.

These policies also apply to all employees who qualify for NYS Ordinary Disability (not job related) Retirement and those who qualify for NYS Accidental Disability (job related) Retirement.

D. Upon the retired employee achieving eligibility for benefits under Medicare, the retired employee shall enroll in Medicare and purchase Medicare Part B coverage. At this time, the Employer shall provide the retired employee and eligible dependents with sufficient supplemental coverage and/or provide a Medicare Advantage Plan to ensure that the combination of Employer-provided and Government-provided benefits supply the retired employee with benefits that are equal to the benefits the retired employee received prior to attaining Medicare coverage. The term "equal to the benefits" shall be interpreted in a manner consistent with 29 CFR 1625.10(e). In accordance with 29 CFR 1625.10(d)(ii)(C), the retired employees covered by Medicare shall pay no more than the greater of:

- 1) The dollar amount paid by pre-Medicare eligible retirees: or
- 2) Same proportion of the total premium paid by pre-Medicare eligible retirees, for the coverage described in this paragraph.

#### ARTICLE 18-- DEATH BENEFITS

18.1 Unused compensatory time, overtime, holiday and vacation pay shall be paid over to the Department member's surviving spouse or estate within 30 days of the termination of employment because of death.

18.2 The Town shall provide each member with term life insurance in the amount of \$10,000, payable to

a beneficiary named by the member. Implementation of this section may be governed by a separate agreement between the parties, which separate agreement shall be attached hereto and made a part hereof.

18.3 In the event a member is killed in the line of duty (defined as death caused by a criminal action or motor vehicle accident), the Town shall pay a lump sum death benefit equal to the member's annual salary at the time of death to a beneficiary designated by the member kept on file with the Town of Bethlehem's Human Resources Office.

18.4 For a member killed in the line of duty (defined as death caused by criminal action or motor vehicle accident), the Town shall pay for customary and usual funeral expenses.

18.5 Any health insurance provided by the Agreement will continue to be provided by the Town to the surviving spouse and eligible dependents of any member who is killed in the line of duty upon the same terms and conditions that exist at the time of the member's death, until the spouse remarries or the dependents no longer qualify.

#### ARTICLE 19-- UNIFORMS AND EQUIPMENT

19.1 The Town will provide all leather gear and equipment, including all firearms and reasonable ammunition for all members of the Police Department. The Town will replace all equipment as needed.

19.2 The Town will further provide all uniforms and protective clothing, including shoes and boots as needed, to all members.

19.3 The Town shall provide reasonable repair and maintenance of all equipment and clothing hereinabove provided. Wash and wear uniforms are not eligible for dry cleaning services at the Town's expense. It is the responsibility of the member to clean/wash their issued uniforms.

19.4 The Town shall repair or replace at current market value eyeglasses, watches, cell phone(not to exceed \$500), prosthetics and articles of clothing not issued by the Town of members which are damaged or destroyed in the line of duty within ten days after notification and production of the property for inspection by the Chief of Police or his/her designee and title to such replaced property rests with the employee.

19.5 The Town will provide summer and winter clothing as determined by the Chief of Police.

19.6 Title to the foregoing items, other than items of personal property of members of the Union which are replaced or repaired pursuant to Section 19.4 hereinabove, shall remain in the Town.

19.7 Detective Sergeants shall have the right to have their clothes worn at work, dry-cleaned by the Town in the same manner as uniformed officers.

#### ARTICLE 20-- SENIORITY

20.1 Seniority shall be determined by the employee's length of service as a Bethlehem Police Officer in the Bethlehem Police Department with credit to be allowed for service in the armed forces, if the member is inducted in said armed forces subsequent to employment.

Seniority for Sergeants or Lieutenants shall be determined by the employee's length of service as Sergeant or Lieutenant.

20.2 In determining preference for the purpose of selection of vacations, assignments, shifts and days off, seniority in the higher rank will control, subject to the approval of the Chief of Police.

#### ARTICLE 21-- ADMINISTRATIVE INVESTIGATIONS

21.1 The security of the Town and its citizens depends to a great extent upon the manner in which the members perform their manifold duties. Members of the Department are public officers and the performance of their duties involves the exercise of a portion of the police power of the State. The performance of such duties involves those members in all manner of contacts and relationships with the public.

21.2 Out of such contacts and relationships there may arise questions concerning the actions of members of the Force. The integrity of the Department and its members must be preserved if the obligation to the Town and its citizens is to be fulfilled. Conduct by a member which raises questions about his/her integrity or the propriety of his/her performance may call into public question the integrity of every member of the Department. It is, therefore, the responsibility of the Chief of Police to investigate promptly and thoroughly every complaint and accusation made against a member in order to protect that member, the Department, and the people of the Town.

21.3 It is the responsibility of the Chief of Police and of those officers designated by him or her to conduct such investigations and to do so in a manner conducive to good order and discipline. It is the responsibility of all members involved or participating to assure that all such investigations are conducted fairly and impartially. It is the responsibility of all members to assist and expedite such investigations and, when requested by investigating officers, to furnish information or to give statements as witnesses. It is the responsibility of any member who is the subject of the investigation to give a responsive accounting of his/her public trust. To fulfill each of such responsibilities, investigations are to be conducted according to the following procedure.

A. In the course of a member's duties, occasions will arise when there is a need for inquiry into a member's official actions or activities as a principal so that there will be a recording of facts, for the protection of the member or of the Department, or to rebut, explain or clarify any allegations, criticism or complaints made against a member of the Department. Under such circumstances members may be requested and are expected to properly respond and if requested, submit written memoranda detailing all necessary facts. Such memoranda will not be considered as admissions against self-interest in evidence submitted in a disciplinary proceeding, unless the member was offered the representation to which he/she is entitled in an interrogation pursuant to Paragraph 21.B (6) below.

B. When an investigating officer requests further written statement or affidavit from a member, either as a principal or as a witness, the procedural requirements as set forth below shall be followed.

1) The questioning of the member shall be at a reasonable hour, preferably when the member is on duty, and during daylight hours, unless the exigencies of the investigation dictate otherwise. A member's tour may be changed without penalty in order to comply with this paragraph.

2) The questioning shall take place at a location designated by the investigating officer and shall usually take place at the Police Department.

3) The member shall be informed of the nature of the investigation before any questioning commences and shall be afforded an opportunity to have a Union representative present.

Sufficient information to reasonably apprise the member of the allegations should be provided.

If it is known that the member being questioned is a witness only, he or she shall be so informed.

4) The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and reasonable rest periods.

5) The member shall not be subjected to any offensive language, nor shall he or she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed as prohibiting the investigating officer from informing the member that his or her conduct can become the subject of disciplinary action resulting in disciplinary punishment.

6) In all cases where it is known before the questioning commences that a member is to be questioned concerning an alleged violation which, if proven may result in criminal charges, he or she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing or a Union representative before being questioned, provided, however that the interrogation shall not be delayed for more than two hours for an attorney to be present. An attorney or Union representative may be present during the questioning, but may not participate in the questioning except to counsel the member. This questioning may be adjourned for a reasonable time to permit the member to consult an attorney.

7) If a member is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be advised of his constitutional rights.

## ARTICLE 22 -- DISCIPLINE

### 22.1 Exclusive Procedure

Discipline for incompetency and misconduct shall be imposed upon employees otherwise subject to the provisions of Section 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees. This disciplinary procedure is not applicable to review removal from a probationary appointment, counseling memoranda or unsatisfactory performance evaluations.

### 22.2 Disciplinary Procedure

A. Discipline shall be imposed only for just cause. Where the Employer seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person, or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places, and if the Employer claims that the employee has been charged with a crime for the alleged acts, the notice of discipline must identify the specific section of the Penal Law or other statute which the Employer claims the employee has been charged with violating, if known by the Employer. The employee shall be provided with two copies of the notice which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your Union representative is Bethlehem Police Supervisors Association."

B. The Union shall be notified of the name of the employee in writing within 24 hours of the service of a notice of discipline.

C. The penalty proposed will be implemented unless the employee (1) files a disciplinary grievance within ten (10) days of service of discipline, or (2) having timely filed a grievance, files a timely appeal to disciplinary arbitration or (3) having timely appealed a disciplinary arbitration, to the extent ordered by the Disciplinary Arbitrator or pursuant to a settlement.

D. The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the Chief of Police in person or by registered or certified mail within 14 days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his/her position to the Chief of Police or his/her designee within 7 days of the receipt of a disciplinary grievance and upon consideration of such position, the Chief of Police shall advise the Union of his/her response in writing by registered or certified mail within seven days of such meeting. If the disciplinary grievance is not settled or otherwise resolved, the employee or Union shall be entitled to a meeting to present his/her position to the Town Supervisor or his/her designee within seven days of the service of the Chief of Police's response, and upon consideration of such position, the Town Supervisor shall advise the Union of his/her response in writing by registered or certified mail within seven days of such meeting.

E. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within 10 days of the service of the Town Supervisor's response. Notice of appeal to disciplinary arbitration shall be served, by personal service, registered or certified mail, with the New York State Public Employment Relations Board, with a copy to the Town Supervisor.

F. The Employer and the Union agree that the disciplinary arbitrator shall be selected pursuant to the voluntary arbitration rules of procedure of the Public Employment Relations Board.

G. The disciplinary arbitrator shall be requested to render his/her decision within 14 days of the date of the arbitration hearing, or within 14 days of the submission date of any written briefs, should

such be required. The voluntary arbitration rules of procedure of the Public Employment Relations Board shall be used in conducting all arbitration hearings.

H. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.

The request for a transcript by a party shall not serve to delay the time within which a disciplinary arbitrator shall render his/her decision absent the other parties' consent to extend the arbitrator's time. Party requesting transcript will be responsible for payment.

I. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decisions with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 22.4 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he/she may consider such suspension in determining the penalty to be imposed.

J. All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

K. In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding.

### 22.3 Settlements

A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have his attorney or a Union representative present before he/she is required to execute it. The Union shall be provided with a copy of any settlement within 24 hours of its execution.

### 22.4 Suspension Before Notice of Discipline

A. Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by the Employer only pursuant to paragraphs (1) or (2) below.

1. The Employer may suspend without pay an employee when the Employer determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven days following any such suspension.

2. The Employer may suspend without pay an employee charged with the commission of a crime. Such employee shall notify the Employer in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the Employer of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the Employer to take disciplinary action during the pendency of criminal proceedings.

3. When an employee has been suspended without pay, the Chief of Police and Town Supervisor meetings may be waived by the employee or by the Union with the consent of the employee at the time of filing the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing the disciplinary grievance directly with PERB. The

case shall be given priority in assignment.

a. An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty and against whom no disciplinary action is taken for the incident in question, shall be reinstated with full back pay.

b. A registered or certified letter notifying the Union of any suspension under paragraph 20.4 a above shall be sent within one day, excluding Saturdays, Sundays and holidays.

Where an employee is awarded back pay, the amount to be reimbursed shall not be offset by any wages earned by the employee during the period of his/her suspension. An award of back pay shall be deemed to include reimbursement of all other benefits including the accrual of leave credits and holiday leave.

#### 22.5 Union Representation

An employee shall be entitled to be represented by the Union or by private counsel selected at his/her own expense at each step of the disciplinary procedure set forth in Section 22.2. It shall be the employee's responsibility to obtain such representation within a reasonable time.

#### 22.6 Burden of Proof

In all disciplinary proceedings the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

#### 22.7 Limitations

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than nine months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

\*Unless otherwise specified, days as used in this Article shall mean calendar days.

### ARTICLE 23 -FAMILY AND MEDICAL LEAVE OF ABSENCE

#### 23.1 Eligibility

Employees of the Town of Bethlehem who have been employed for at least one year and worked at least 1,250 hours during that year are entitled to an unpaid leave of absence of up to 12 weeks during the calendar year for any of the following reasons:

- A. The birth of a child and in order to care for such child.
- B. The placement of a child with the employee for adoption or foster care.
- C. To care for a spouse, child, or parent of the employee if such person has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her position (including conditions making the employee eligible for worker's compensation or state disability benefits).

Although Family and Medical Leave taken pursuant to this policy is generally unpaid (except as per Section 4), you may, depending upon the reason for the leave, still be eligible for short term disability payments and/or worker's compensation benefits consistent with state law. Please see the Human Resource Office for further information on this.

Leave may be taken intermittently or on a reduced leave schedule which will be applied against the 12 week period. If both spouses work for the Town, the Town may limit the aggregate number of work weeks of leave to which both may be entitled to 12 work weeks, for other than personal illnesses or the illness of a spouse or child (12 week limit may apply to the birth or adoption of a child, or the serious health condition of a parent).

### 23.2 Notice to the Town

In any case in which the necessity for the leave is foreseeable, the employee should provide us with reasonable advance notice in order to allow proper time to plan for replacements, generally at least 30 days if possible. Medical certification is necessary prior to granting any leave related to the serious health condition of any employee, spouse, child or parent. Request for Family or Medical leave must be submitted to your Department Head on an application available from the Human Resource Office. Periodic updates will be required, generally on a monthly basis, regarding the status of your condition and your plans to return to work.

### 23.3 Reinstatement

Employees returning from Family or Medical Leave of Absence within the time constraints specified above will be restored to the position of employment held by the employee when the leave commenced or to an equivalent position. An individual who fails to return upon the conclusion of their approved leave will be considered to have voluntarily resigned. Employees returning from leave due to their own serious health condition must provide appropriate medical documentation prior to returning certifying their ability to resume the essential functions of their job.

### 23.4 Health Insurance and Other Benefits

We will continue to provide health benefits under an existing group health plan for employees out on Family or Medical leave for up to 12 weeks on the same basis as prior to the leave. Employees who fail to return after a leave may be required to reimburse the Town for the entire cost of health insurance premiums.

The Town may require employees to use any or all accrued vacation, sick or personal time in order to satisfy the initial period of the Family or Medical leave. The Town will require that one week of vacation time, if available, be maintained in the employee's leave bank. Employees are not entitled to any seniority or other employee benefits that would have accrued during an unpaid leave (such as sick time, vacation time or retirement service credit).

### 23.5 Extensions

Extensions beyond the initial leave period may be granted to a maximum 12 weeks upon appropriate documentation directed to the Town Supervisor. Employees will not be permitted to extend a Family or Medical leave beyond the 12 week maximum by tacking on unused vacation or personal leave.

In the case of an employee's disability, the Town may grant an extension beyond the time limits described above, on a month-to-month basis for a maximum of six months. Extensions beyond 12 weeks are not available for other family and medical leaves apart from the employee's disability. Persons granted an extension beyond the initial 12 weeks will be responsible for continuing their health insurance at their own expense. In the event of an extension, reinstatement will be subject to staffing conditions that may exist at the time reinstatement is sought. Therefore, we cannot guarantee to return you to either your former position or a comparable position upon return from extension of leave.

### 23.6 Part Time and Employees with Less Than One Year of Service

Employees with less than one year of service who have completed their probationary period and part time employees working less than 1,250 hours a year may also apply for a leave of absence for their own disability, but are not eligible for other types of family-related leaves. However, if granted, insurance continuation will be the sole responsibility of the employee and reinstatement will depend on our staffing needs at the time reinstatement is sought.

Disability forms and claims for New York State disability benefits are available from, and should be filled out and returned, to the Human Resource Office.

If you have any questions with respect to our Family and Medical leave of absence policy, please contact the Human Resource Office.

#### ARTICLE 24 - RESIDENCY REQUIREMENT

24.1 All members shall be allowed to reside within 25 roadway miles of the Bethlehem Police Department, 447 Delaware Ave., Delmar, New York. Any new member grandfathered under previous contracts of other bargaining units will be allowed a 50 roadway mile exception. The Town Board recognizes that unusual and extenuating circumstances may develop subsequent to appointment to the Police Department, and therefore, will afford an opportunity to request a waiver of the residency requirement.

Subject to the approval of the Chief, the member will present the reasons prompting the need for a waiver in writing and if required will appear before the Town Board for examination of these circumstances. The Town Board will render a decision within 60 days. Each request and decision is exclusive and without precedent to any other request or decision.

#### ARTICLE 25 - MANNING ROAD PATROLS

25.1 The Union recognizes that current PERB and Court decisions indicate that minimum manning determinations are not subject to negotiations at this time. The Town recognizes that any determination regarding manning could have an impact on the terms and conditions of employment and therefore the Union has a right to negotiate the impact.

#### ARTICLE 26 -- GENERAL PROVISIONS

26.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

26.2 All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female.

26.3 The Employer agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Union, or for any other cause.

26.4 The terms "policemen", "employee" and "member" wherever used herein, are synonymous.

26.5 This Agreement may not be altered, amended or changed except by a writing duly signed by duly authorized representatives of the parties hereto.

#### ARTICLE 27 -- MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to conduct the Town's business and to carry out its obligations and that all management rights repose in it. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:

1. To determine the mission and policies of the Town.
2. To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the Town's mission; and to introduce new or improved methods or facilities.
3. To administer the Department, including the selection, hiring, retention, promotion,

scheduling, assignment or transfer of members.

4. To discipline or discharge members in accordance with law and this Agreement.
5. To direct the work of the members.
6. To contract out for goods or services when authorized by law.
7. To make rules, regulations and policies concerning personnel procedures and practices.

ARTICLE 28 -- LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 29 -- DURATION OF AGREEMENT

This Agreement shall be effective from and including January 1, 2022 and to and including December 31, 2025.

ARTICLE 30 -- SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal or an improper practice by reason of any existing or subsequently enacted legislation or by any Decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or improper practices. The remaining parts or provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first day set forth above.

TOWN OF BETHLEHEM, NEW YORK

By: \_\_\_\_\_  
David VanLuven, Supervisor

ATTEST: \_\_\_\_\_

BETHLEHEM POLICE SUPERVISORS ASSOCIATION, INC.

By: \_\_\_\_\_  
James E. Corrigan, Union President

ATTEST: \_\_\_\_\_

COUNCIL 82 AFSCME/AFL-CIO

By: \_\_\_\_\_  
William LeBeau, Staff Director

ATTEST: \_\_\_\_\_

## APPENDIX A

### Procedure For Administration of GML 207-c

#### Section 1. Intent

(a) This procedure is intended to implement certain of the rights of the Town and its Police Officers (hereinafter the "Officer") pursuant to section 207-c of the General Municipal Law but is not intended to modify any provision of that statute nor shall it apply to any matters, or grant any rights not specifically addressed herein.

#### Section 2. Notice of Disability or Need for Medical or Hospital Treatment

(a) An Officer who claims a right to any benefit afforded under section 207-c of the General Municipal Law, either because of a new performance of duty related injury or illness, or the recurrence of a prior illness or injury, shall make written notice and application for those benefits to the Chief, or his/her designee, on the form which is made a part of his/her procedure within seventy- two (72) hours of an incident causing an injury or sickness so as to prevent the performance of duty and/or giving rise to a need for medical or hospital care.

(b) The Officer shall provide such authorization as the Town deems necessary for the Town to obtain copies of his/her medical records from his/her treating physician, consulting physicians or other health care providers and the Town will provide the Officer, without cost, a copy of the records received from the Officer's providers and any reports produced by any physicians or other experts who examine the Officer on behalf of the Town. For purposes of this procedure, the term "health care provider" shall be provided its broadest possible meaning and shall include, but not be limited to, any medical doctor, chiropractor, osteopathic physician, psychiatrist, psychologist, nurse practitioner, physician's assistant, therapist, counselor, holistic practitioner or other practitioner of any form of healing whom the Officer has consulted or sought any care, treatment or counseling of any kind.

(c) In determining the application, the Town may conduct such examination as it deems necessary, including requiring a more detailed factual statement from the Officer than that contained on the application. The Town may take statements from witnesses and may send the Officer to a physician or physicians of its choice for examination at the Town's expense.

(d) The Officer's failure to provide the notice and cooperation required above shall preclude an award of any benefits pursuant to section 207-c provided, however, that, where the timeliness of notice is at issue, the Officer may demonstrate that notice was provided as soon as practicable after the Officer knew, or should have known, that an injury or illness, or aggravation thereof, arose from the performance of duty. In that regard, it will be the Officer's burden of proof to demonstrate the reasonableness of his/her failure to give such notice.

#### Section 3 Status Pending Determination of Eligibility For Benefits

(a) Where the Town believes it appropriate, the Officer shall be placed on sick leave pending determination of his/her eligibility for section 207-c benefits. In the event that it is determined that the Officer is entitled to section 207-c benefits, the Town shall credit back to him/her all sick leave credits which were expended prior to the determination.

(b) In the event that it is determined that the Officer is not entitled to section 207-c benefits, his/her application will be deemed a request to utilize sick leave and the Officer will be permitted to use available credits provided he/she was and is eligible for such leave.

#### Section 4 Benefits Determinations

(a) The Town shall promptly review an Officer's application for section 207-c benefits and shall determine his/her eligibility within a reasonable time after the Chief has received the Officer's application, all supporting medical records and the results from such examinations deemed necessary to make the determination. *Should the Town choose to schedule a medical examination, it will do so within a reasonable time after its receipt of the individual's medical records, and will make a determination within ten (10) days of its receipt of the doctor's report. Should the Town choose not to schedule a medical examination, then it shall make a determination within ten (10) days of its receipt of the individual's medical records.*

(b) The determination of the Chief will be made in writing to the Officer, setting forth the basis for the determination. In the event that the application is denied, or benefits are withdrawn or discontinued after having initially been granted, the Town will provide the Officer, without cost, a copy of all reports or other medical information utilized by the Town in making its determination. This shall not, however, require the Town to provide information or records subject to the attorney/client, material prepared for litigation or attorney work product privileges or reports or information or documents or reports received after the Town has made its determination or which were not utilized by the Town in making its determination.

#### Section 5            Assignment to Light Duty

(a) As authorized by the provisions of subdivision 3 of section 207-c, the Department, acting through the Chief, or the Chief's designee, may assign a disabled Officer specified light duties, consistent with his/her status as an Officer. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the Officer receiving benefits under section 207-c of the Chief's intention to make such a light duty assignment. Where deemed necessary, the Chief may require a medical examination or examinations of the Officer, at the expense of the Town but shall not be required to do so where the Town believes that the Officer's condition is such that it allows for the proposed light duty assignment.

(b) An Officer ordered to light duty shall comply with the order or have his/her 207-c benefits discontinued. *Provided, however, that if the Officer contests such order and provides a report from his/her health care provider indicating that he/she is not able to do such duty, then the order shall be stayed until a hearing is held on this matter. In order to assist the Officer's health care provider in determining whether the Officer can do such work, prior to ordering an Officer to light duty, the Town shall provide the Officer with a written statement of the proposed light duties.*

(c) Nothing contained herein shall require the Town, or its Police Department, to create or allow any light duty assignments nor shall the Town's decision to impose or not to impose a light duty assignment constitute evidence of any kind in any proceeding related to the Officer's disability or availability or capability of a future light duty assignment or return to work.

#### Section 6            Termination of Benefits

(a) In addition to a denial or termination of benefits pursuant to paragraph "2(d)" above, the benefits provided by section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a Service Retirement, an Ordinary Disability, Accidental Disability or Performance of Duty Disability Retirement, as set forth in the Retirement and Social Security Law.

(b) An Officer's request to review a denial or discontinuance of section 207-c benefits shall not serve to extend the Town's obligation to pay such benefits while the request for review is under consideration pursuant to the dispute resolution procedure.

#### Section 7            Dispute Resolution Procedure

(a) In the event that an Officer wishes to challenge a denial or revocation of benefits, he/she shall present to the Chief, within seven (7) calendar days of the delivery of the determination to be challenged, a written request for a hearing pursuant to the procedure, specifying, with particularity, each basis for objection to the Chief's determination and the facts and medical opinions on which such exceptions are based. Where the Officer is relying upon conflicting medical opinions, any supporting reports, and all related medical records, including test results or depictions, shall be obtained, at the Officer's expense, and submitted along with the request for a hearing. Although the Officer may be represented, at hearing, a Union representative, or attorney, the appeal itself must be in the name of, and signed by, the Officer.

(b) Unless contrary to law, it is the Officer who shall bear the burden of proof on all issues. Further, the filing of a request to utilize this procedure shall not serve to countermand or delay an order of any kind to the Officer.

(c) Upon receipt of a request for a hearing, the Town shall appoint a Hearing Officer within ten (10) days of the receipt by the Town of the request and all necessary supporting materials and the hearing requested shall be held no later than thirty (30) calendar days. However, upon written request by the Officer or his/her representative, if any, the Town and Union shall utilize, as a Hearing Officer, an arbitrator obtained from the Town pursuant to the procedures and panels maintained by the Public Employment Relations Board but, in the event that this procedure is utilized, the Town shall not be liable for any delays in the scheduling or holding of a hearing, or the rendering of a report and recommendation, and, further, the Union shall be liable for one-half (1/2) of any fees. Such Hearing Officer shall make a report and recommendation to the Town Supervisor who shall make a final determination in writing, a copy of which shall be mailed, by certified mail, return receipt requested, to the Officer's last known address and/or mailed by regular mail to his/her representative, if any.

(d) This procedure shall be the exclusive procedure by which an Officer shall challenge a determination related to section 207-c benefits, the Town and Union having chosen this dispute resolution procedure in lieu of a grievance and/or arbitration pursuant to Article 3 of this agreement. The Officer may file an appeal from the Town Supervisor's decision pursuant to Article 78 of the New York Civil Practice Law and Rules and such a proceeding shall be the exclusive means by which an Officer may contest a claimed violation of these procedures. This procedure shall not serve as a forum to contest a determination based upon, or act as a limitation of the rights of the Town related to Civil Service Law section 71 or any provision of the Retirement and Social Security Law of the State of New York.