COLLECTIVE BARGAINING

AGREEMENT

between

THE TOWN OF POUGHKEEPSIE

and

THE TOWN OF POUGHKEEPSIE
POLICE BENEVOLENT ASSOCIATION

for the period

JANUARY 1, 2005

through

DECEMBER 31, 2008

TABLE OF CONTENTS

Page

ARTICLE 1 - INSTITUTIONAL SECURITY 1

Section 1. Intent of the Parties 1
Section 2. Recognition and Certification 1
Section 3. Association Rights 1
Section 4. Release Time for Association Business 2
Section 5. Association No-Strike Obligation 3
Section 6. Legislative Action Clause 3
Section 7. Savings Clause 4
Section 8. Bulletin Boards 4

ARTICLE 2 - INDIVIDUAL SECURITY 4

Section 1. Non-Discrimination 4
Section 2. Employee Rights 5
Section 3. Grievance Procedure 8

ARTICLE 3 - WORK WEEK 10

Section 1. Divisions 10
Section 2. Non-Patrol Work Day, Work Week Schedule 10
Section 3. 11
Section 4 FLSA Waiver 14

ARTICLE 4 - SENIORITY 14

Section 1. Determination of Seniority 14
Section 2. Seniority List 15
Section 3. Loss of Seniority 15
Section 4. Use of Seniority 15

ARTICLE 5 - COMPENSATION 16

Section 1. Salaries 16
Section 2. Payment of Extended Tours 16
Section 3. Longevity 16
Section 4. Detective Increments 17
Section 5. Juvenile Bureau Increments 17
Section 6. Out-of-Classification Work 17

ARTICLE 5 - COMPENSATION (continued)

Section 7. Overtime 18
Section 8. Jury Duty 19
Section 9. College Increment 20
Section 10. On Call Pay 20
Section 11. Shift Differential 20
Section 12. Field Training Officers 20
Section 13. Pre-Shift Briefing 21

ARTICLE 6 - CLOTHING ALLOWANCE 21

Section 1. New Appointment Clothing Allowance 21
Section 2. Annual Clothing Allowance 21
Section 3. Damaged Clothing Requirement 22
Section 4. Department Issued Equipment 22
Section 5. Stipend 23

ARTICLE 7 - LEAVE PROVISIONS 23

Section 1. Personal Leave 23
Section 2. Sick Leave 23
Section 3. Sick Leave Bank 25
Section 4. Vacations 27
Section 5. Holidays 28
Section 6. Military Leave of Absence 29
Section 7. GML 207-c 30

ARTICLE 8 - INSURANCE, SEVERANCE AND RETIREMENT BENEFITS 30

Section 1. Medical Insurance 30
Section 2. Life Insurance 32
Section 3. Retirement Benefits 32
Section 4. Dental Insurance 33
Section 5. Employee Assistance Program 33
Section 6. Line of Duty Death 34
Section 7. Flexible Benefit Plan 34
Section 8. Deferred Compensation Plan 34

ARTICLE 9 - EDUCATIONAL REIMBURSEMENT 34

Section 1. Educational Reimbursement 34
Section 2. Required Instruction 35

ARTICLE 10 - TRAINING 35

Section 1. 35
Section 2. 35
Section 3. 36
Section 4. 36

ARTICLE 11 - PERSONNEL FILE 36

Section 1. 36
Section 2. 36

ARTICLE 12 - MISCELLANEOUS 36

Section 1. Labor Management Committee 36
Section 2. Department Rules Published 37
Section 3. Past Practice Clause 37
Section 4. Joint Safety Committee 34
Section 5. Business Use of Personal Automobile 37
Section 6. Modification or Revision 38
Section 7. Assignments 38
Section 8. Duration of Agreement 38

ARTICLE 13 - DISCIPLINE 38

APPENDIX A - Work Schedule

APPENDIX B - Salary Schedule

APPENDIX C - General Municipal Law Section 207-c Procedure

APPENDIX D - Canine Officer

Drug and Alcohol Policy and Testing Procedure

THIS AGREEMENT is made and entered into on the ____th day of October 2005 by and between the TOWN OF POUGHKEEPSIE, a municipal Corporation having its principal offices at Town Hall, One Overrocker Road, Poughkeepsie, New York, hereinafter referred to as the "Town" and the TOWN OF POUGHKEEPSIE POLICE BENEVOLENT ASSOCIATION, an incorporated association, hereinafter referred to as the "Association."

ARTICLE 1

INSTITUTIONAL SECURITY

Section 1. INTENT OF THE PARTIES

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve harmonious and cooperative relationships between the Town of Poughkeepsie and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government and to comply with the statutory requirements as set forth in the Public Employees' Fair Employment Act (Chapter 392, Laws of 1967) (commonly referred to as the "Taylor Act").

Section 2. RECOGNITION AND CERTIFICATION

The Town and Association agree and the Town recognizes and certifies that the Association is the employee organization for all police officers, patrolmen and detectives, who are members of the Town of Poughkeepsie Police Department, but excluding police commissioners, the acting and permanent Chief of Police, and Captains who may be appointed as such by the Town Board pursuant to statute.

Section 3. ASSOCIATION RIGHTS

(a) The Association is hereby extended the following exclusive rights:

(1) To represent the employees of the said Police Department in negotiations and in the settlement of grievances.

(2) To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees of the said Police Department.

(3) To unchallenged representation status for the maximum period allowed by law.

(b) Subject to the limitations and conditions contained in Civil Service Law Sect. 208-3(b), bargaining unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted by the Town in the same manner used for voluntary dues deduction. All monies deducted shall be transmitted to the PBA with the voluntary dues deduction monies.

(c) The Town agrees that it shall not provide payroll deduction privileges to any other organization or entity without the approval of the Association.

(d) The parties agree that the Town will provide payroll deduction privileges to all bargaining unit members who provide appropriate forms authorizing payroll deduction for the following credit unions: Taconic Education and Government Employees Federal Credit Union, IBM Poughkeepsie Employees Federal Credit Union.

Section 4. RELEASE TIME FOR ASSOCIATION BUSINESS

(a) The Association shall have an aggregate thirty-five (35) days leave per year to conduct Association business exclusive of grievance proceedings, disciplinary proceedings, negotiations and the PBA monthly meetings for the members of the executive board of the unit as a whole; the President, Vice President, Treasurer, Secretary and Corresponding Secretary of the Association. The Town agrees to pay the officers selected by the Association their full wages without deduction for the period of leave. Officers of the Association are eligible for Association Leave and non-officer members designated by the President, subject to the Police Chief's approval. No more than two officers per tour will be granted leave at any one time. The

request for leave will be made in advance and the Town has the right to request a general description of the expected purpose for the leave.

(b) In addition to the leave described in paragraph "(a)", the Town shall continue the practice of releasing up to three (3) members of the Association negotiating team from regular duties without loss of any pay for all bargaining sessions.

(c) In addition to the leave described in paragraph "(a)", the President of the Association or his designee shall be released from his/her regular duties without loss of pay for the time reasonably necessary to adjust grievances or participate in grievance hearings.

(d) In addition to the leave described in paragraph "(a)", the President, Vice President, Treasurer, Secretary and Corresponding Secretary of the Association shall receive leave with pay for the regularly scheduled monthly meeting or special meetings of the Association for the duration of the meeting only provided such meeting is within their regularly scheduled tour. Requests for all such leaves should be made to the Chief at least 48 hours before the day requested. Requests for time off under this section will not be unreasonably denied.

(e) All such leave listed shall be granted within existing department guidelines.

Section 5. ASSOCIATION NO-STRIKE OBLIGATION

The Association does hereby affirm that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

Section 6. LEGISLATIVE ACTION CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL

FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 7. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal 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 parts or portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal.

Section 8. BULLETIN BOARDS

The Association shall have the right to post notices and other communications related to Association members or business on bulletin boards maintained on the premises and facilities of the Town.

ARTICLE 2

INDIVIDUAL SECURITY

Section 1. NON-DISCRIMINATION

Neither the Town nor the Association shall discriminate against any employee by reason of age, sex, national origin, race, creed, color, disability, political affiliation or marital status. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Section 2. EMPLOYEE RIGHTS

(a) Members of the force hold a unique status as Public Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality.

(b) The security of the community depends to a great extent on the manner in which Police Officers perform their duty. Their employment is thus in the nature of a public trust.

(c) The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigation by superior officers, Boards, Commissions or individuals designated by the Town. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

(1) The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

(2) The interrogation shall take place at a location designated by the Chief of Police - ordinarily at Police Headquarters or a location having a reasonable relationship to the incident alleged.

(3) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

(4) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(5) All members of the Department shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their constitutional, legal or contractual rights.

(6) The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with transfer or disciplinary action unless he/she refuses to answer proper questions as defined in Section 2(c)(5). The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the discipline the Department intends to impose, nor from advising the member that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charge.

(7) Except in circumstances where there is a danger to the public, an individual's consent to command discipline may be withdrawn within 24 hours after an agreement has been made to accept command discipline.

(8) Upon advisement of charges being preferred, the complete interrogation of the member of the Department shall be recorded mechanically, electronically or by a Department stenographer. There will be no "off-the-record" questions, except by mutual consent of both parties.

(9) All recesses called during the questioning shall be recorded.

(10) If a member of the Department is under arrest or is likely to be or, if he/she is the suspect in or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

(11) Upon advisement of charges being preferred in non-criminal cases where infractions are nevertheless of a serious character, the individual shall have reasonable time to consult with his/her legal counsel and/or Association representative, if he/she so requests, before being questioned. In no event, however, shall such questioning be postponed or delayed by the individual past 10:00 a.m. of the day following the notification of interrogation by reason of the individual's failure to consult with his/her counsel and/or Association representative. This clause is not to be interpreted in such a manner as to prevent questioning of individuals by superiors with respect to their conduct in the normal course of business. No representative provided by the Association shall act in such capacity while on duty.

(12) It is understood that the rights herein granted will not be used unduly to delay the expeditious disposition of investigation conduct.

(13) Any disciplinary action taken against a member of the bargaining unit by the Department shall be subject to review in accordance with applicable statutes and Departmental rules and regulations.

(14) No complaints or reports shall be entered in a member's file unless he/she is supplied with a copy of it. If a complaint or report was the basis for action pursuant to Article 2, Section 2 and/or Article 2, Section 3, then there is no need for a separate copy of the complaint or report which was the basis for action taken under either of these sections.

(15) Complaints or reports of a non-serious nature shall be removed from the member's file three years after its entry in the file, provided no charges or disciplinary action concerning such complaint or report is actively proceeding.

(16) If a hearing is held on any complaint or report against a member, and if the charges are dismissed as a result of such hearing, the documents concerning such complaint or report shall be removed from the member's file.

(d) If, as a result of departmental action, a member should receive official documented warnings, admonishments or other disciplinary action that may be detrimental to the member, that member shall be afforded the opportunity of responding in writing to such charges and such response shall be made part of the member's file. A member's right of appeal to higher authority shall not be impaired. The member shall be entitled to representation by the Association or Counsel of his/her choice in pursuit of any such appeal.

Section 3. GRIEVANCE PROCEDURE

(a) A grievance is a claim by any member of the unit that a specific term of this agreement has been violated, misinterpreted or misapplied.

(b) Grievances shall be in writing and shall state the name of the grievant, the section of the contract which is claimed to have been violated and the redress sought.

(c) Grievances must be initiated in writing within 30 days of act complained of, or within 30 days of the date within which the grievant should reasonably have had knowledge of the complained of act.

(d) Nothing contained herein shall be construed to restrict informal resolution of any grievance. No informal resolution to which the Association is not a party shall constitute a precedent for either party.

(e) The parties agree to provide each other with available information necessary to the processing of any grievance.

(f) Any unit member bringing a grievance may be represented pro se, by the Association, or by a representative of the Association. No grievance, however, may be presented to arbitration except by the Association or a duly designated representative.

(g) Any grievance not appealed from one step to the next within contractual time limits shall be deemed to have lapsed and shall not proceed further. Failure of the Town to answer at any

step shall allow the Association to proceed to the next step at the expiration of five days after the appropriate step response time.

(h) The union and grievant shall be entitled to attend all steps of this procedure. The President of the Association, or his/her designee, shall be released from his/her regular duties without loss of pay for the time reasonably necessary to adjust grievances or participate in grievance hearings.

(i) Steps of Grievance Procedure

STEP ONE

Any unit member having a grievance will discuss it informally with the Chief of Police either personally or by a representative with the object of resolving the matter informally. If the grievance is not resolved, it shall be submitted for formal response. The Chief shall have five days to respond in writing.

STEP TWO

If the Chief's response is not satisfactory, the grievant shall have five days to submit the matter to the Town Supervisor. The Supervisor shall schedule a meeting to review the grievance within five days of the submission and shall render a decision within five days thereafter.

STEP THREE

If the Town Supervisor's response is not satisfactory, the grievant shall have five days to submit the matter to the Town Board. The Town Board shall schedule a meeting to review the grievance within five days of the submission and shall render a decision within five days thereafter.

STEP FOUR

If the Association is not satisfied with the Town Board's decision, it shall file a demand for arbitration within 20 days of the Town Board's response. No matter may be submitted to arbitration except by the Association. Demands for arbitration shall be filed with the Public Employment

Relations Board ("PERB"), and all arbitrations shall be conducted under the Voluntary Labor Arbitration Rules of PERB.

(j) The Arbitrator shall not have the power to alter, amend or change any provision of this agreement. The decision of the Arbitrator shall be final and binding. The fees and expenses of the Arbitrator shall be equally divided between the parties.

ARTICLE 3

WORK WEEK

Section 1. DIVISIONS

The Town of Poughkeepsie Police Department currently has assignments to Patrol Division, Detective Division, Juvenile Division and Traffic Division. For the purposes of this article only, the department will be divided into two sections with the work day and work week of the Patrol Division determined in accordance with Schedule A, attached, and the work day, work week of all other divisions determined according to Section 2, herein. Nothing herein shall prevent the employer from creating or eliminating Divisions within the Police Department.

Section 2. NON-PATROL WORK DAY, WORK WEEK SCHEDULE.

(a) The normal work week for bargaining unit members not assigned to the Patrol Division is a regularly scheduled 8 consecutive hours per day, 40 hours per week, over 5 consecutive days, including a paid thirty-minute meal and two 15 minute breaks each tour of duty with the timing thereof to continue on its present basis.

(b) Detective and Juvenile Work Week. Detectives and Juvenile Officers shall work either Tour #1 -- 9:00 a.m.-5:00 p.m., or Tour #2 -- 4:00 p.m.-12:00 midnight. Except for Detectives and Juvenile Officers whose job duties require a fixed work tour, Detectives and Juvenile Officers shall alternate work tours weekly. Except in cases of emergency, a Detective or Juvenile

Officer must be given at least fourteen days advance notice of a change in the regular tour assignment. Nothing in this paragraph will be interpreted as limiting the Department's ability to temporarily modify work schedules for the furtherance of an investigation.

(c) Traffic Enforcement Work Week. Traffic Enforcement shall work either Tour #1 -- 8:00 a.m.-4:00 p.m., or Tour #2 -- 4:00 p.m.-12:00 midnight. Except for Traffic Enforcement personnel whose job duties require a fixed work tour, Traffic Enforcement personnel shall alternate work tours weekly. Except in cases of emergency, an Officer assigned to traffic must be given at least fourteen days advance notice of a change in the regular tour assignment. Nothing in this paragraph will be interpreted as limiting the Department's ability to temporarily modify work schedules for the furtherance of special details.

(d) In regard to all members of the bargaining unit, the Chief of Police will retain the right to reassign individuals serving on a particular schedule for just cause based upon reasonable criteria including, but not limited to, the following:

1. Disciplinary Problems
2. Training
3. Personality Conflicts Within the Shift
4. Improper Performance of Duty
5. Restricted or Light Duty
6. Need for Shifting Manpower

Section 3.

(a) Patrol Work Week, Work Schedule. The work week for bargaining unit employees assigned to the patrol divisions shall be as shown on the attached schedules, hereinafter referred to as Schedule A. The normal work day shall be eight and one half hours. It shall include a paid 30

minute meal break and two 15 minute break periods during each tour of duty, with the time thereof to continue on its present basis.

(b) Tours of Duty. The tour of duty for patrols will approximate the following schedule, and said patrol person will, in fact, be ready for duty for said tour:

Tour #1	10:45 p.m.	-	7:15 a.m. (8½)
Tour #2	6:45 a.m.	-	3:15 p.m. (8½)
Tour #3	2:45 p.m.	-	11:15 p.m. (8½)

Bargaining unit employees assigned to Tour #1 will not alternate their regular schedule of work except as provided herein. Bargaining unit employees assigned to Tours #2 and #3 will alternate work schedules between #2 and #3 in accordance with Attached Schedule A.

(c) Assignments. Bargaining unit members in the Patrol Division with at least two years of service subsequent to the completion of the Bureau of Municipal Police Training Course and officers in the Patrol Division shall bid for assignment to Tour #1 based upon seniority. If the Tour is not filled based upon bid, then members of the bargaining unit who are eligible to be assigned to Tour #1 shall be assigned in the inverse order of seniority by rank.

The Department thereafter shall assign the officers in the Patrol Division to Tours #2 and #3.

The number of individuals needed on Tours #1, #2 and #3 shall rest solely with the Chief of Police.

In regard to all members of the bargaining unit, the Chief of Police will retain the right to reassign individuals serving on a particular schedule for just cause based upon reasonable criteria including, but not limited to, the following:

1. Disciplinary Problems
2. Training
3. Personality Conflicts Within the Shift

4. Improper Performance of Duty

5. Restricted or Light Duty

6. Need for Shifting Manpower

(d) Squad and Platoon Assignments. Employees assigned to Tour #1 will be assigned to a Platoon at the sole discretion of the Chief of Police or his designee. Employees assigned to Tours #2 and #3 will be assigned to a squad at the sole discretion of the Chief of Police or his designee.

(e) Vacancies in Patrol Division.

(1) All non-permanent vacancies herein defined as a vacancy of six calendar weeks or less occurring during the life of this agreement in Tours #1, #2 or #3, shall be filled at the sole discretion of the Chief of Police or his designee and nothing herein shall be construed to prevent the assignment or reassignment, by the Chief of Police of any person from Tours #1, #2 or #3 to fill this vacancy. Once the vacancy has been filled, said person shall remain on said Tour for a period not more than six weeks until reassigned by the Chief of Police or his designee.

(2) A person reassigned must be offered an opportunity to return to his original Tour of Duty. Vacancies on Tour #1, lasting more than six weeks, shall be filled pursuant to the procedure during the annual bidding process, provided the Chief of Police determines that said vacancy will, in fact, be filled. Vacancies on Squad #1, #2, or #3, on Tours #2 and #3, in excess of six weeks, shall be filled by the Chief of Police, at his discretion, and with an individual chosen by the Chief of Police from either Tours #1, #2 or #3, provided, however, that if a person is to be chosen from Tour #1, the Chief of Police will select the most senior person who did not volunteer to go to Tour #1, unless Tour #1 is all volunteers, in which event, the Chief shall select the least senior person.

Section 4. FLSA WAIVER

The parties agree that each side has individually and collectively reviewed the provisions of the Fair Labor Standards Act. Each person subject to the system of assignments set forth herein shall work a 21 day work period, and during said period will consist of not more than 128.5 hours. All hours worked according to the schedule will be at straight time. All hours worked in excess of the scheduled hours, within the 21 day period, will be compensated at the rate of time and a half or compensatory time, as applicable. It is further agreed that, notwithstanding any other provisions herein, the parties subject to this agreement shall be paid every two weeks.

The parties further agree that the items set forth in this section are agreed to in order to implement the fixed shift program requested by the Police Benevolent Association.

The parties further agree that in the event any claim is made challenging the program or claiming additional wages, overtime, or compensatory time, the PBA and the Town of Poughkeepsie agree to jointly appear and defend this action.

ARTICLE 4

SENIORITY

Section 1. DETERMINATION OF SENIORITY

Seniority shall be determined by the employee's length of service as an employee in the Town Police Department. The effective date of employment shall be used as the original date of employment. Seniority in rank shall be determined by the effective date of the employee's permanent appointment to that rank from a civil service list provided that the first date of employment is the same. For the purpose of determining relative seniority between employees who receive appointments to the rank of patrolman on the same day, the employee who receives the higher mark on the civil service examination shall be deemed to have the most seniority. If two or

more employees are appointed on the same day but not appointed off a civil service list, their relative seniority within the Department will be determined by alphabetical order using their last name. Should the marks be tied, alphabetical order will control. For the purpose of determining relative seniority between employees who receive promotional appointments effective on the same day, the employee with the greater seniority in the department shall be deemed to have the most seniority.

Section 2. SENIORITY LIST

A current seniority list showing the names, length of service Department assignments and rank shall be furnished to the Association on or about January 1. A copy of the list shall be maintained for inspection by members.

Section 3. LOSS OF SENIORITY

An employee shall forfeit seniority rights only for the following reasons:

(a) Resignation without reinstatement within one (1) year.

(b) Dismissal without reinstatement.

(c) Retirement.

Section 4. USE OF SENIORITY

Seniority shall determine preference for the purposes of selection of vacations, time off and tours of duty consistent with Article 3. In determining preference for the purpose of selection of vacations within a squad or division, the selection will be first by rank (Lieutenant-Lieutenant/Detective, Sergeant-Sergeant/Detective, Police Officer-Detective) and second by seniority in the department as determined by Article 4 Section 1.

ARTICLE 5

COMPENSATION

Section 1. SALARIES

Effective as of January 1, 2005, the officers of the Police Department shall receive a base salary per annum as set forth in the schedule contained in Appendix B.

Section 2. PAYMENT FOR EXTENDED TOURS

In addition to any other compensation, as set forth in Section 1, above, an employee who is obliged to work more than two days beyond his scheduled tour of duty shall be granted a five (5) percent differential in pay above and beyond whatever else he/she may be entitled to for the period worked more than two (2) days beyond his/her scheduled tour of duty.

Section 3. LONGEVITY

Effective January 1, 2001, longevity increments shall be added to all members' base salaries in accordance with the following schedule:

SERVICE CATEGORY	LONGEVITY INCREMENT AS OF 1/1/05	LONGEVITY INCREMENT AS OF 1/1/06	LONGEVITY INCREMENT AS OF 1/1/07	LONGEVITY INCREMENT AS OF 1/1/08
9-14 years	970	1,020	1,070	1,120/annum
15-19 years	1,165	1,215	1,265	Add'l $1,315/annum
20+ years	$ 1,915	$ 1,965	$ 2,015	Add'l $2,065/annum
Total Maximum Longevity Increment:	$4,050/annum	$4,200/annum	$4,350/annum	$4,500/annum

These increments will be added to the member's base on their anniversary date at the beginning of the applicable year (i.e., the 9-14 increment is paid until the member's 15 year anniversary date at which point the 15-19 increment is paid).

Section 4. DETECTIVE TRAFFIC ENFORCEMENT OFFICER INCREMENTS

(a) In addition to any other compensation, all Detectives shall receive a total annual increment added on to their salary base each year in the annual amount of 5% of a top grade police officer for such period so assigned. This increment will be reflected in the salary schedule.

(b) In addition to any other compensation, all Traffic Enforcement Officers and Sergeants assigned to Traffic shall receive a total annual increment added on to their salary base each year in the annual amount of 2.5% of a top grade police officer, or in the case of a Sergeant assigned to traffic, a top grade Sergeant for such period so assigned.

Section 5. JUVENILE BUREAU INCREMENTS

All members of the Juvenile Aide Division will be considered Detectives for salary purposes for such period of time that they are assigned in that capacity.

Section 6. OUT-OF-CLASSIFICATION WORK

(a) Employees assigned to perform on an emergency and/or temporary basis the duties of a higher classification at a higher rate of pay shall receive said higher rate of pay while performing said work on the first date of first assignment. Employees assigned to a lower classification at a lower rate of pay shall receive their normal rate of pay.

(b) The parties hereby agree that the Chief of Police, or his designee, may regularly assign police personnel to perform out of title (classifications) work as Acting Lieutenants and/or as Acting Sergeants consistent with the current policies. The union, individually and collectively, on behalf of its membership, does hereby voluntarily waive and intentionally relinquish any rights afforded under the provisions of Section 61, Subdivision 2, of the Civil Service Law for the State of New York for employees assigned out of classification duties pursuant to this section.

Section 7. OVERTIME

(a) All overtime paid shall be computed at one and one-half (1½) times the normal rate of pay.

(b) Effect of Time Off on Overtime. Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off or other leave at full pay, shall be considered as time worked for the purpose of computing overtime during the base period.

(c) Minimum Overtime and Recall Pay. An employee who is held over to work overtime after his regular shift shall be paid for a minimum of one-half hour at overtime compensation. An employee who is recalled to work unscheduled overtime after having completed his scheduled work period shall be guaranteed a minimum of three (3) hours overtime compensation, with the exception of traffic court, which shall remain two (2) hours of guaranteed minimum overtime compensation. All other overtime worked in excess of the minimum periods set forth herein shall be paid at the overtime rate for time worked computed to the next higher 15 minutes.

(d) Computation of "Hourly Rate" and "Per Diem". A member's "hourly rate of pay" shall be determined by the member's normal salary divided by 2,080 and "per diem rate of pay" shall be determined by multiplying the hourly rate by 8.

(e) Compensatory Time Off in Lieu of Payment of Overtime. The employee may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the Town. In the absence of any such election, the overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in the order that they are received. In the event that more

than one request is received at the same time, seniority shall govern. Requests for compensatory time off shall be made not more than thirty 30 days in advance. An employee may accumulate up to two hundred forty (240) hours of compensatory time off in lieu of overtime. All accumulated compensatory time shall be paid upon an employee's leaving employment at his/her salary rate at the time of termination or retirement.

(f) Employees may convert up to 50 hours of their accumulated compensatory time per year into a salary payment at their then current rate of pay. One payroll period advance notice is required for payment. The Town reserves the right to deny a request for payment if the bargaining unit as a whole has converted a total of 500 hours or more of accumulated compensatory time in that calendar year.

Section 8. JURY DUTY

(a) An employee who is called to jury duty shall be required to notify the Chief within 48 hours from receiving a notice for jury duty by providing a copy of such notice to the Chief. Jury duty shall include either Grand Jury or Petit Jury both in Federal or State court. In the event the employee is placed on a jury standby schedule and not required to be present in court, the employee shall report to work as scheduled and if notified to report to court shall immediately notify the Chief.

(b) In the event an employee is required to be present in court pursuant to the jury duty, he/she shall submit to the Chief a copy of the certification from the court of the actual hours served and shall be entitled to have those hours off as paid leave on any shift worked within that day.

(c) The employee shall reimburse the Town any per diem payment received from the court system for each day that they are excused from duty and paid by the Town.

Section 9. COLLEGE INCREMENT

All members who possess a college degree as set forth below shall receive yearly payment, payable in one lump sum on or about December 1 of each year, in the amount indicated: Associates - Two Hundred Dollars ($200.00); Bachelors - Three Hundred Dollars ($300.00); Masters - Five Hundred Dollars ($500.00). These payments shall not be cumulative.

Section 10. ON CALL PAY. The existing practice of assigning "on call" non-patrol duty assignments presently in effect whereby the designation of the employee "on call" is rotated on an equitable basis shall be continued. Any non-patrol employee who is "on call" shall be compensated at the rate as follows for each week he/she is "on call" in addition to any other compensation received. The payments will be as follows:

	1/1/05	1/1/06	1/1/07	1/1/08
Detective Sergeant	$120.00	$125.00	$130.00	$135.00
Traffic Enforcement Officer	$150.00	$155.00	$160.00	$165.00
Detective	$150.00	$155.00	$160.00	$165.00

Compensation for "on call" shall be payable in a lump sum two times per year on or about June 1 and December 1 of each year.

Section 11. SHIFT DIFFERENTIAL.

Employees who work in the patrol division on Tour 1 will receive a differential added to their regular base salary for all hours worked on Tour 1 of 5%.

Section 12. FIELD TRAINING OFFICERS.

Any member who is a Certified Field Training Officer who is assigned the duties of Field Training Officer shall receive one hour of compensatory time at straight time for each shift they serve as a Field Training Officer.

Section 13. PRE-SHIFT BRIEFING

Members who are required to conduct pre-shift briefings will be paid one-half hour at their overtime rate of pay for the pre-shift briefing duties.

ARTICLE 6

CLOTHING ALLOWANCE

Section 1. NEW APPOINTMENT CLOTHING ALLOWANCE

Each newly appointed uniformed member of the Police Department shall receive a credit of not less than Two Thousand One Hundred Dollars ($2,100.00) upon appointment for the purchase of uniforms and equipment consistent with the Department specifications payable to the vender upon presentation of receipt and voucher. The newly appointed uniformed member will not be eligible for any additional uniform allowance until after two years with the Department. Employees initially hired on or after July 1 will not be entitled to the annual clothing allowance until the calendar year following the employee's second anniversary date.

Town equipment shall be maintained by the officer and replaced, as needed, by the Town.

Section 2. ANNUAL CLOTHING ALLOWANCE

(a) After the second year, each uniformed member shall receive credit up to the sum of Seven Hundred Fifty ($750.00) Dollars a year as a clothing allowance payable to the vendor upon presentation of a receipt and voucher. Members of the Detective Division will be entitled to a clothing allowance of $200.00 each year.

(b) Each member shall receive an additional one time sum as follows:

(1) $135.00 - upon promotion to sergeant;

(2) $236.00 - upon promotion from sergeant to lieutenant; and

(3) $300.00 - upon reassignment from detective division to patrol division.

(c) Each member of the Detective/Division shall be entitled to wear their existing department standard dress uniform to all ceremonial functions upon notice to the Chief.

Section 3. DAMAGED CLOTHING REQUIREMENT

Any member shall receive the depreciated value of any article of clothing irreparably damaged or lost in the line of duty.

In addition, any member shall receive the depreciated value, not to exceed Fifty ($50.00) Dollars, of any wrist watch irreparably damaged or lost in the line of duty.

In addition, any member shall receive the value, not to exceed One Hundred Fifty ($150.00) Dollars, of any prescription eyeglasses or prescription contact lenses irreparably damaged or lost in the line of duty.

Such value shall be made payable to the member only upon certification by the Chief of Police as to the date of irreparable damage or loss, duty performed which caused the irreparable damage or loss and a description of the occurrence which caused the irreparable damage or loss.

Section 4. DEPARTMENT ISSUED EQUIPMENT

In addition, each newly appointed Police Officer shall be issued the following items of Town owned equipment for use during his period of employment.

1. One (1) pair of dress gloves
2. One (1) raincoat - orange
3. One (1) rain cap cover - orange
4. One (1) equipment belt
5. One (1) holster
6. One (1) handcuff case
7. One (1) set of handcuffs w/key
8. One (1) double magazine cartridge case
9. One (1) nightstick
10. One (1) nightstick ring

11. One (1) service weapon

12. Two (2) Town police badges -- one (1) for the service cap and one (1) chest badge.

13. Detective Hat Shield

Section 5. STIPEND

Any member who is designated a member of the SWAT or Crisis Negotiating Units or who is designated a Crime Scene Technician, Field Training Officer or Polygraph Officer by the Chief of Police shall receive on or about June 1st of the calendar year a $200 stipend.

ARTICLE 7

LEAVE PROVISIONS

Section 1. PERSONAL LEAVE

(a) During the term of this Agreement, any employee of the Department shall be entitled to personal leave up to a maximum of five (5) days per year with pay and without charge or deduction from his accumulated vacation leave or other time credits. A new employee shall be entitled to no personal leave days until that employee has satisfactorily served in the Department for three (3) months. Personal leave may not be accumulated.

(b) Accrued Personal Leave Death Benefit. Each employee's estate shall be paid for all accumulated and unused personal leave time upon his/her death. All payments shall be based on salary schedules in existence at the time of death.

Section 2. SICK LEAVE

(a) All employees of the Department shall earn sick leave credits at the rate of one (1) day per month of satisfactory service and such employees may accumulate such sick leave credits up to a maximum of one hundred seventy-five (175) days. Upon retirement each employee shall have the following options to be exercised prior to the last day of employment:

(1) be paid for all accumulated and unused sick leave up to a maximum of one hundred thirty-six (136) days;

(2) apply all or a portion of the dollar value of his/her accumulated sick leave up to a maximum of one hundred thirty-six (136) days to an account for the purpose of paying his/her employee portion of the premium cost of the Town health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash;

(3) in the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the Town health insurance plan until the exhaustion of such account;

(4) in the event an employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the deceased or the sum to which entitled may be credited to an account for the payment of the full premium cost of the Town health insurance plan for the deceased's surviving dependents as provided or the amount may be split between cash and the account. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving spouse the right to continued coverage free of charge.

(b) All payments and sick leave accruals shall be based on salary schedules in existence at the time of death or retirement.

(c) Sick leave shall accrue while the employee is on sick leave.

(d) Sick leave shall accrue during vacation leave, including vacations which are taken immediately subsequent to sick leave.

Section 3. SICK LEAVE BANK

(a) Starting July 1, 1995 and thereafter, unit members may contribute two (2) days from their sick leave accumulation reserve at the beginning of each year. These days will be placed in a "sick leave bank" which shall be established to aid unit members who suffer prolonged non-duty-related illness or injury (i.e. at least two (2) work weeks) and whose sick leave accumulation has been exhausted. This sick leave bank shall accumulate to a maximum total of five hundred (500) days.

(b) (1) A unit member with three (3) years or less in the unit shall be permitted to draw up to forty (40) days against the bank after the member's own accumulation has been exhausted.

(2) A unit member with more than three (3) years of service in the unit shall be permitted to draw up to ninety (90) days against the bank after the member's own accumulation has been exhausted. Only unit members who have contributed to the sick leave bank shall be entitled to draw therefrom.

(3) Membership is earned when an employee voluntarily contributes two (2) days of earned sick leave to the bank. For new employees, this contribution must be made within six (6) months following their appointment date. For all other employees, except those recently reinstated, an open enrollment period shall occur during the month of October of each year, with membership in the bank to be effective January of the following year.

(4) An employee who has been reinstated may join the bank without making the aforementioned contribution of two (2) days, providing: (a) that less than one calendar year has elapsed since the employee left the payroll, and (b) the employee was a member of the bank at the

time of leaving the payroll. However, if more than one (1) calendar year has elapsed since the employee left the payroll, or in the case that the employee was not a member of the bank at such time of having left the payroll, it shall be necessary for the employee to contribute two (2) days of earned sick leave to join the bank. This contribution shall be made, if possible, within twenty (20) working days of reinstatement. If this is not possible, the reinstated employee may join the bank during the open enrollment period.

(5) When the bank's balance of uncommitted days has fallen to a level of less than five hundred (500) days, the Comptroller's Office shall notify the trustees that further contribution by the members is permitted. The trustees shall notify the membership in writing of such a decision. At the same time, the membership will be informed of the number of days which may be contributed in order that an acceptable balance of days be maintained.

(6) Sick time contributed to the bank may not be withdrawn except upon application pursuant to this Article.

(c) Trustees.

(1) The bank shall be administered by a committee of trustees consisting of two (2) administrators appointed by the Town of Poughkeepsie and two (2) employees appointed by the PBA who shall act upon withdrawals and who may develop rules not inconsistent with this provision or agreement.

(2) The trustees shall reach a decision on an application within ten (10) working days. In the case that benefits are awarded, the time shall be made retroactive. If necessary, to assure that the applicant is not, in effect removed from the payroll.

(3) The trustees have the right to deny approval of benefits if, in their judgment, there exists appropriate reasons for denial.

(4) The trustees reserve the right, at any time during the application process or for the duration of the benefits, to consult with independent medical doctors.

(d) Renewal - Sick Bank. The sick leave bank shall be renewable, not more than once a year, within thirty (30) days after the bank falls below five hundred (500) days in the manner set forth in "(a)" above, except that the thirty-day period for then current employees shall commence with the date upon which the bank fell below five hundred (500) days.

(e) Reopening Bank / No Sick Days. Any individual who is using the bank at the time the bank becomes exhausted or who has used the bank in a given year and has no remaining sick leave shall be entitled to bank days until such time they have additional sick leave available whereupon they shall contribute two (2) days to remain eligible.

(f) Proof of Illness. Medical proof of illness is required.

(g) Physicals. The Sick Bank Trustees may require an applicant to be examined by a trustee chosen physician.

(h) Sick Bank Trustees Approval. Each instance of bank use must be approved by a majority of the trustees and in the event of a tie, a fifth party, selected by the trustees, will render a decision.

Section 4. VACATIONS

(a) One Year of Service. Every employee of the Police Department shall be entitled to ten (10) working days vacation after having satisfactorily served in the Department for one (1) year.

(b) After Two Years of Service. Every employee of the Police Department shall be entitled to fifteen (15) working days vacation after having satisfactorily served in the Department for two (2) years.

(c) After Five Years of Service. Every employee of the Police Department shall be entitled to twenty (20) working days vacation after having satisfactorily served in the Department for five (5) years.

(d) After Fourteen Years : Every employee of the Police Department who has completed fourteen (14) years of satisfactory service shall be entitled to one (1) additional vacation day for each year of service beyond fourteen (14) years. This section shall be effective retroactive to January 1, 1997.

(e) Accrual During Sick Leave. Vacation leave shall accrue while the employee is on sick leave.

(f) Accrued Vacation Death Benefit. Each employee's estate shall be paid for all accumulated and unused vacation time upon the employee's death. All payments shall be based on the salary schedules in existence at the time of death.

(g) In those instances where an employee accrues additional vacation days in a calendar year after November 1 because of the employee's anniversary date, the employee will be permitted to carry over the newly accrued but unused vacation days into the following year if the member is unable to schedule the newly accrued vacation days prior to December 31 of that year.

Section 5. HOLIDAYS

(a) Qualifying Days. Any employee of the Department who shall be required to be on active duty or be off duty for any other authorized reason on any of the following holidays shall be entitled to receive time off to compensate for such herein-described period. Such holidays shall be:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Labor Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(b) Premium Pay Days. Double time the employee's normal rate of pay shall be paid for all the time worked on Thanksgiving Day, Christmas, and New Year's Day (not the in-lieu day).

(c) Bereavement Pay. In addition to any other leaves provided for in this Agreement, each employee shall receive five (5) working days leave for death in his/her immediate family (exclusive of the date of death). For the purposes of this section, immediate family shall be deemed to include the following: spouse, live-in domestic partner for at least six months, child, stepchild, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparents. In case of brother-in-law and sister-in-law, bereavement leave shall be two (2) days

Section 6. MILITARY LEAVE OF ABSENCE

(a) Any employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted a military leave of absence at full pay for all such period pursuant to Sections 242 and 243 of the Military Laws of the State of New York.

(b) Employees shall continue to receive any existing health insurance benefit coverage for the period of any involuntary activation not to exceed the first 180 days of such service.

(c) Employees shall continue to receive the difference in pay, if any, between the employee's normal Town salary and the military pay for a period of such involuntary activation not to exceed the first 180 days of such service.

Section 7. GML 207-c

The parties agree that they will adopt the procedure to cover disputes under General Municipal Law §207-c attached hereto as Appendix C.

ARTICLE 8

INSURANCE, SEVERANCE AND RETIREMENT BENEFITS

Section 1. MEDICAL INSURANCE

(a) (1) Until December 31, 2005, the Town will continue to make available all health insurance options available as of December 31, 2004.

(2) Effective January 1, 2006, the Town shall offer the following four medical insurance plans to members of the bargaining unit under the conditions set forth in paragraph (a)(3).

- MVP HMO Co-Pay 20 with $5/$20 prescription drug coverage
- MVP POS Co-Pay 20 with $5/$20 prescription drug coverage
- Empire Blue Cross / Blue Shield Direct Co-Pay 20, $250 hospital deductible, $5/$15/$25 prescription drug coverage
- New York State Health Insurance Program (NYSHIP)

(3) Effective January 1, 2006, the MVP HMO set forth in paragraph (a) shall become the base plan available to members of this bargaining unit. The Town will pay 100% of the premium cost for members who elect this plan. Members who elect MVP (POS), Empire Blue Cross / Blue Shield Direct or NYSHIP will pay twenty-five percent (25%) of the difference in actual premiums between MVP HMO and the plan selected.

(4) All employee premium payments will be made through a payroll deduction pursuant to IRC 125.

(5) The Town will ensure that there is an open enrollment period to allow for plan changes prior to January 1, 2006.

(b) The Town agrees that it shall permit current members of the bargaining unit and their spouses, who retire from the Town of Poughkeepsie Police Department to continue coverage

under the Town's health, medical and hospitalization plan. The Town will contribute 100% of the cost of the coverage under the Town's base health, medical and hospitalization plan for the members and their spouses. If the retiree member and spouse elect a plan other than the base plan the member and spouse will pay 25% of the difference in cost between the base plan and the plan selected.

(c) In addition, should a member of the bargaining unit pre-decease his spouse, said spouse is entitled to this benefit and that said benefit shall be extended to any member of the bargaining unit, or his spouse who retires from the Town and who is vested in the New York State Retirement System. Said benefits hereunder will be paid when the employee does retire provided he has elected to stay within the Town insurance system. The rights under this provision must be exercised consistent with plan eligibility rules.

(d) Any member who receives a work-related medical disability retirement from the New York State Retirement System shall be entitled to medical coverage at the same rates as detailed in paragraph (b).

(e) Optional Coverage. Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the Town Health Insurance Program and may provide for his/her own health insurance. The Town will pay $2,500 on or about December 15 each year for employees who elect not to participate in the Town Health Insurance Program. In the event an employee who has elected not to be covered under this paragraph terminates employment prior to December 15, the payment will be prorated based on a ratio of one-twelfth per month or portion thereof worked.

Members of the bargaining unit hired on or after January 1, 2005 who also have a spouse employed on or after that date in the Town of Poughkeepsie will be eligible for either individual coverage or will be eligible for participation in a family plan if one is elected by the spouse.

(f) Change in Carriers. In the event of a change of health insurance carriers or the election by the Town to self-insure any one or more of the overages provided hereunder, such change shall be made only after sixty (60) days' notice to and subsequent negotiations with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be equal to or better than the benefits provided by the coverage in effect at the time of such change.

Section 2. LIFE INSURANCE

The Town will provide for members of the Town of Poughkeepsie Police Department, $20,000.00 of Life Insurance and $12,000.00 of Accidental Death and Dismemberment Insurance payable to a beneficiary named by the respective insured employee. Said insurance is to be effective upon the execution of this contract.

Section 3. RETIREMENT BENEFITS

(a) (1) Retirement Plan. The Town hereby agrees to continue the 20-year retirement plan with the Town paying 100% of the total cost thereof in accordance with Section 384 of the Retirement and Social Security Laws or, at the employee's option, Section 375-i or Section 384-e of the Retirement and Social Security Laws.

The Town shall take all steps necessary to enact and file appropriate resolutions adopting and providing the benefits under Section 384(e) of the Retirement and Social Security Law to all eligible bargaining unit members commencing January 1, 1993. The Town shall notify the PBA in writing and orally of the date it adopts and files the resolution with the Policemen's and Fireman's Retirement System. It shall be the responsibility of the individual bargaining unit members to timely file an application for §384(e) benefits. For informational purposes, under present laws, rules and regulations, an eligible employee has one year from the date that the resolution of the Town Board adopting §384(e) is filed with the retirement system to elect coverage.

(2) Computational Procedures. The Town agrees it will take all steps necessary to enact and file appropriate resolutions to allow that all employees covered by this Agreement shall be entitled to utilize their final year average salary for purposes of computing retirement pay, and the Town represents that it has taken all steps required to effectuate such plan in accordance with Section 302 Subdivision 9 (d) and 443(f) of Retirement and Social Security laws.

(b) Accrued Vacation and Personal Leave Time. An employee upon death or retirement, shall be paid for all accumulated unused vacation and personal leave time earned in the course of the final year of employment. Payment shall be on the basis of the salary schedule prevailing at the time of retirement. Shift differentials will be included in the calculation if, at the time of retirement, the member had been on the midnight shift for the twelve (12) months prior to the date of retirement. An employee who resigns will receive the benefits of this provision, provided he/she gives thirty (30) days advance notice of the effective date of resignation.

(c) Disposition of Service Weapon. The Town agrees to provide each retired member of the PBA with his/her service weapon provided the individual member obtains a valid pistol permit within six (6) months of the effective retirement date.

Section 4. DENTAL INSURANCE

If a dental plan is provided to any other Town employees then the same plan shall be provided to PBA members within thirty (30) days.

Section 5. EMPLOYEE ASSISTANCE PROGRAM

At any time the Town provides for an Employee Assistance Program ("EAP"), each member of the bargaining unit will be permitted to use the services of the EAP for confidential counseling sessions. The Town shall not be provided with any access to the notes, records or reports of any such counseling session without the express consent of the employee. All sessions, including the name of any bargaining unit employee who uses the service, shall be kept strictly

confidential by the EAP. The only information the Town may elicit from the EAP is general information on usage without designation of the name of any user or the reason for the counseling.

Section 6. LINE OF DUTY DEATH

The Town will pay all customary and usual funeral expenses for any employee killed in the line of duty.

Section 7. FLEXIBLE BENEFIT PLAN

The Town shall establish and thereafter administer a Qualified Flexible Benefit Plan pursuant to Internal Revenue Code §125.

Section 8. DEFERRED COMPENSATION PLAN

The Town shall establish and thereafter administer a qualified deferred compensation plan pursuant to Internal Revenue Code §457. In the event that the Town is charged an administrative fee by its outside administrator, the Town may charge members an amount equal to the member's pro rata share of the total fee.

ARTICLE 9

EDUCATIONAL REIMBURSEMENT

Section 1. EDUCATIONAL REIMBURSEMENT

The Town agrees to reimburse each police officer with over one (1) year of service as a patrolman for college level courses taken at an accredited college or university leading to any degree in Criminal Justice or Public Administration or their equivalent during the term of this agreement as follows:

(a) Fifty percent of the cost of tuition, mandatory registration fees, books and fees for laboratory materials upon the presentation of paid receipts for same.

(b) Fifty percent of the cost of tuition, mandatory registration fees, books and fees for laboratory materials upon the successful completion of such course or courses as evidenced by satisfactory proof of a passing grade of C-minus or better.

(c) If a member withdraws from a course after receiving payment from the Town, the member must reimburse to the Town the amount paid for the course, fees, books and materials.

Section 2. REQUIRED INSTRUCTION

The Town authorizes the Chief of Police, at his discretion, to require instruction or training in areas related to the policeman's duties and responsibilities as a member of the Town of Poughkeepsie Police Department.

ARTICLE 10

TRAINING

Section 1. Subject to the limitations of Town allocations in its annual budget, professional training and improvement courses shall be made available.

Section 2. The Town shall post on bulletin boards, located at police headquarters, announcements it receives of courses to be participated in by the department which are either compulsory for a segment of the staff; are prerequisites to promotion or improved assignment, or may be optional for the purpose of improving the professional standing of the officer of the Department. All eligible staff members shall have an opportunity to request attendance for the prerequisite, special and optional courses.

Section 3. Optional Courses: Upon approval in advance of the Chief of Police or his designate and Town Board authorization, a policy officer may attend an optional education course related to the furtherance of his proficiency as a police officer.

Upon said approval and successful completion thereof, approved expenses advanced by the participating officer shall be made by the Town when paid receipts are presented.

Section 4. Active members shall participate in up to two (2) hours of training each year without additional pay. Any approved training beyond two (2) hours per year will be compensated as provided in this Agreement.

ARTICLE 11

PERSONNEL FILE

Section 1. All employees shall have the right to review their official Police Department personnel file upon request to the Chief.

Section 2. Employees shall receive a copy of all communications that are to be entered into their official Police Department personnel file and shall be afforded the opportunity to initial such communications prior to entry.

ARTICLE 12

MISCELLANEOUS

Section 1. LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the employer and the officers of the Association on matters of concern arising out of the administration of the agreement or matters of concern arising out of the bargaining relationship may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Association shall suffer no loss of time or pay should such meetings fall within their regular work hours.

Section 2. DEPARTMENT RULES PUBLISHED

The employer shall make the following materials available to every employee at a central location: a copy of Special Orders, General Orders, Training Bulletins, Rules and Regulations. A copy of this Agreement will be given to each employee with the cost of duplication shared by the parties.

Section 3. PAST PRACTICE CLAUSE

A past practice will be any practice or rule relating to a condition of employment which is established by (1) its clarity, consistency, (2) longevity and repetition, (3) acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the union. Questions concerning this interpretation of this provision shall be determined through the ordinary contract process provided herein.

Section 4. JOINT SAFETY COMMITTEE

The employer and the Association agree jointly to establish a safety committee consisting of an equal number of employer and Association representatives, consisting of six (6) members, three (3) appointed by the Association and three (3) by the Town Supervisor. This Committee will advise management of all department safety activities. The Joint Safety Committee shall recommend action it deems necessary.

Section 5. BUSINESS USE OF PERSONAL AUTOMOBILE

Employees required to use personal automobiles for official police business will be compensated therefor at the current IRS rate. However, car pools shall be utilized whenever possible.

Section 6. MODIFICATION OR REVISION

It is understood and agreed that no agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions or covenants contained herein shall be made by any

employee or group of employees of the said Police Department with the Town; and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties hereto. Any items agreed to during the life of this Agreement will be set out in letter form and signed by the parties as valid side agreements.

Section 7. ASSIGNMENTS

Upon request, an employee will be told in writing the reasons why they were denied a requested assignment.

Section 8. DURATION OF AGREEMENT

This agreement shall be and remain in effect from the first day of January, 2005 to the 31st day of December, 2008, and thereafter shall be automatically renewed from year to year unless, at least 150 days prior to the termination thereof, either party shall serve on the other written notice that it desires to make a change herein.

ARTICLE 13

DISCIPLINE

Section 75 of the Civil Service Law shall govern the imposition of discipline by the employer against the employee.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the day and year first above written.

TOWN OF POUGHKEEPSIE

By: _____
Joseph E. Davis
Supervisor

TOWN OF POUGHKEEPSIE POLICE BENEVOLENT ASSOCIATION

By: _____
Joseph Cavaliere
President

APPENDIX A

Town of Poughkeepsie Police Department
Patrol Division Work Schedule - 2005

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	0645 1515	1445 2315	2245 0715	OFF
11	1-22	15	5-26	17	7-28	19	9-30	20	11	1-22	13	1	3	P2-P3	2-P1
12	2-23	16	6-27	18	8-29	20	10-31	21	12	2-23	14	1	3	P1-P3	2-P2
13	3-24	17	7-28	19	9-30	21	11	1-22	13	3-24	15	1	2	P1-P3	3-P2
14	4-25	18	8-29	20	10	1-22	12	2-23	14	4-25	16	3	2	P1-P2	1-P3
15	5-26	19	9-30	21	11	2-23	13	3-24	15	5-26	17	3	2	P2-P3	1-P1
16	6-27	20	10	1-22	12	3-24	14	4-25	16	6-27	18	3	2	P2-P3	1-P1
17	7-28	21	11	2-23	13	4-25	15	5-26	17	7-28	19	3	1	P2-P3	2-P1
18	8	1-22	12	3-24	14	5-26	16	6-27	18	8-29	20	2	1	P1-P3	3-P2
19	9	2-23	13	4-25	15	6-27	17	7-28	19	9-30	21	2	1	P1-P2	3-P3
20	10	3-24	14	5-26	16	7-28	18	8-29	20	10	1-22	2	3	P1-P2	1-P3
21	11	4-25	15	6-27	17	8-29	19	9-30	21	11	2-23	1	3	P2-P3	2-P1
1-22	12	5-26	16	7-28	18	9-30	20	10	1-22	12	3-24	1	3	P1-P3	2-P2
2-23	13	6-27	17	8-29	19	10-31	21	11	2-23	13	4-25	1	3	P1-P3	2-P2
3-24	14	7-28	18	9-30	20	11	1-22	12	3-24	14	5-26	1	2	P1-P3	3-P2
4-25	15	8-29	19	10-31	21	12	2-23	13	4-25	15	6-27	3	2	P1-P2	1-P3
5-26	16	9-30	20	11	1-22	13	3-24	14	5-26	16	7-28	3	2	P2-P3	1-P1
6-27	17	10-31	21	12	2-23	14	4-25	15	6-27	17	8-29	3	1	P2-P3	2-P1
7-28	18	11	1-22	13	3-24	15	5-26	16	7-28	18	9-30	2	1	P1-P3	3-P2
8-29	19	12	2-23	14	4-25	16	6-27	17	8-29	19	10-31	2	1	P1-P2	3-P3
9-30	20	13	3-24	15	5-26	17	7-28	18	9-30	20	11	2	1	P1-P2	3-P3
10-31	21	14	4-25	16	6-27	18	8-29	19	10-31	21	12	2	3	P1-P2	1-P3

APPENDIX B

3.5% across-the-board increase	2005	2006	2007	2008
Trainee	$ 37,609	$ 38,925	$ 40,287	$ 41,698
Patrol (Start)	$ 42,327	$ 43,809	$ 45,342	$ 46,929
Patrol (After 1 year)	$ 47,046	$ 48,693	$ 50,397	$ 52,161
Patrol (After 2 years)	$ 51,764	$ 53,576	$ 55,451	$ 57,392
Patrol (After 3 years)	$ 56,482	$ 58,459	$ 60,505	$ 62,623
Patrol (After 4 years)	$ 61,201	$ 63,343	$ 65,560	$ 67,854
Patrol (After 5 years)	$ 65,918	$ 68,225	$ 70,613	$ 73,085
Traffic Enforcement Officer	$ 67,566	$ 69,931	$ 72,378	$ 74,912
Detective	$ 69,214	$ 71,636	$ 74,143	$ 76,738
Sergeant	$ 73,829	$ 76,413	$ 79,087	$ 81,855
Traffic Enforcement Sergeant	$ 75,674	$ 78,323	$ 81,064	$ 83,901
Detective Sergeant	$ 75,805	$ 78,459	$ 81,205	$ 84,047
Lieutenant	$ 79,102	$ 81,871	$ 84,736	$ 87,702
Detective Lieutenant	$ 81,079	$ 83,917	$ 86,854	$ 89,894

APPENDIX C

General Municipal Law Section 207-c Procedure

Section 1: INTENT

This policy is intended to provide a procedure to regulate both the application for, the award of, the administration of, and the discontinuation of benefits under section 207-c of the General Municipal Law (hereafter referred to as "GML 207-c"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-c set forth in the statute or case law, or to modify any requirements set forth in the Rules and Regulations of the Town of Poughkeepsie Police Department to the extent that such Rules and/or Regulations are not inconsistent with this procedure.

Section 2: EMPLOYER

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

Section 3: NOTICE OF DISABILITY

(a) A member or anyone acting on his behalf, shall notify the Shift Commander as soon as possible, which, under normal circumstances, will be within 24 hours of any exposure, injury or reinjury or sickness claimed to have been incurred in the performance of his duties and which necessitates medical or other lawful remedial treatment; this initial notification must be in writing.

(b) A formal Application for GML 207-c benefits must be made within 72 hours using the annexed Application Form (Form 1). The failure to either timely report the injury/illness or complete a timely Application may be considered by the decision maker on any application.

(c) An Application shall be deemed "untimely" unless it is received by the Police Chief office within the 72 hour period. In the case of a claimed illness, the Application form must be filed within 72 hours of knowledge or claimed belief that the illness is causally related to the performance of duty. The Police Chief or designee may, in his/her discretion, excuse the failure to file the application within the stated time period upon a showing of good cause.

(d) The Application must include a statement from the applicant's treating physician, which may include the Department Surgeon. Upon filing, the applicant will be given a copy of the Application stamped with the date of receipt.

(e) Notice of claimed disability must also be filed with the New York State Retirement System. Form 2 must be completed and submitted with the Application.

Section 4: APPLICATION REVIEW

(a) The Officer shall provide medical authorization, in the form of a Medical Release (attached Form 3), authorizing the Police Chief or designee to obtain copies of those medical records related to the claim.

(b) The Police Chief or designee shall have the right to require the applicant to submit to one or more medical examinations as provided by law.

(c) In all circumstances, the Police Chief or designee will provide the applicant with a copy of all medical reports he/she receives.

(d) All medical information received will remain confidential and shall not be used or released except for those purposes authorized by this Procedure, including any hearing under Section 10.

(e) The Police Chief or designee shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-c. The Police Chief or designee shall have the authority to conduct a full investigation of the facts concerning the Application (including but not limited to requiring the applicant to provide a more detailed statement of the events, gather witness statements and/or send the applicant for medical review). All parties will mutually exchange records and documents obtained or relied on during the investigation and initial determination process.

Section 5: STATUS PENDING DETERMINATION FOR ELIGIBILITY

(a) Pending the initial determination of an application, time off taken by the applicant after submission of said Application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-c benefits shall be charged to sick leave. If the member exhausts sick leave, he/she shall be advanced sick leave until an initial determination is made.

(b) In the event the employee is found to be eligible for GML 207-c benefits, the employee will have all used sick leave credits restored.

(c) In the event the employee is denied GML 207-c eligibility and either the employee does not appeal or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the Town in time (sick or vacation time) or money, at the option of the employee, for any sick leave time advanced.

Section 6: BENEFIT DETERMINATION

(a) The Police Chief or designee shall render a written decision on the Application for benefits as soon as practicable but in no event later than twenty-one (21) calendar days after receipt of all necessary information as indicated above. In the event that a written decision is not

issued within twenty-one (21) calendar days, the applicant will be placed on administrative leave with pay pending receipt of the written decision.

(b) A copy of the decision shall be mailed to the applicant at the address specified in the Application.

(c) If the initial decision is that the applicant is eligible for GML 207-c benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness (upon a showing of a causal connection to the original claim) shall be charged to GML 207-c leave. The member's GML 207-c benefits shall continue so long as the member remains eligible.

(d) The decision, if a denial, must set forth the basis for said denial.

(e) In the event the applicant is not satisfied with the decision and wishes to appeal the decision, an appeal may be taken pursuant to Section 10 of this procedure.

Section 7: RIGHT TO PERPETUAL REVIEW

(a) The Police Chief or designee may periodically review cases of members receiving GML 207-c benefits for the purpose of determining whether the individual continues to be entitled to GML 207-c benefits, and in furtherance thereof may take such action as is appropriate under the law or this Procedure.

(b) Any individual who is receiving benefits under GML 207-c continues to be subject to provisions set forth in the Department's Book of Rules and departmental orders concerning notification to the Department of the member's condition.

Section 8: TERMINATION OF BENEFITS

(a) Upon receipt of a certification from the Police Department Surgeon, or a physician-designee, that may include a physician designated through the Workers' Compensation process , that a member is able to perform the full duties of his/her position, the Police Chief or designee shall notify the member of the termination of his GML 207-c benefit. The Police Chief or designee shall cause service of a written notice of termination setting forth the effective date thereof and attaching a copy of the physician certification.

(b) The Police Chief or designee may, in his discretion, accept the opinion of the employee's personal physician that an employee is able to return to full duty consistent with the Town's standards, in which case there shall be no appeal of the termination of GML 207-c benefits.

(c) If the member disagrees with the termination of the GML 207-c benefits, he may serve upon the Police Chief or his designated representative, within ten (10) calendar days after the receipt of the Police Chief's or designee's notice, a written appeal for review of the decision to terminate benefits, specifying the basis for the appeal . If the basis for the appeal is that the member disagrees with the Department physician's determination, he/she will attach to his/her

appeal a medical report supporting his/her position. If the appeal does not contain a medical report sustaining the member's contention, the initial determination to discontinue the benefits shall stand as of the date of that determination. The member, if unable to return to full duty, will be placed on sick leave status.

(d) Upon receipt of a timely written appeal of the Police Chief or designee's decision to terminate GML 207-c benefits, the Police Chief or his designee shall reexamine all information considered in connection with review of the member's GML 207-c status. The member may submit additional documents concerning his GML 207-c status to the Police Chief or his designee. The Police Chief or his designee may require the production of additional information concerning the member's GML 207-c status and/or may conduct an information conference with the member. The Police Chief or his designee shall render a written decision on the appeal of the initial decision to terminate GML 207-c benefits no later than ten (10) calendar days after receipt of all necessary information required.

(e) In the event the applicant is not satisfied with the final decision at the Police Chief's level and wishes to appeal the decision, an appeal may be taken pursuant to Section 10 of this procedure.

(f) GML 207-c benefits shall terminate upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Nothing herein shall preclude the continuation of GML 207-c benefits, if appropriate, in accordance with prevailing case law.

Section 9: ASSIGNMENT TO LIGHT DUTY

(a) As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Police Chief or designee, may assign a disabled Officer specified light duties, consistent with his/her status as an Officer. The Police Chief or designee, prior to making a light duty assignment, shall advise the Officer receiving benefits under GML 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an Officer may submit to the Police Chief or designee, any document or other evidence in regard to the extent of his/her disability. The Police Chief or designee, may cause a medical examination or examinations of the Officer, to be made at the expense of the Town. The physician selected, the Officer and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The Town's physician shall make an initial evaluation as to the ability of the disabled Officer to perform certain duties or activities, given the nature and extent of the disability. If the Officer's physician does not agree that the Officer is medically able to perform the light duty assignment, he must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the Officer from performing the duties. If there is a disagreement between the Town's physician and the Officer's physician as to the Officer's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the dispute is resolved pursuant to Section 10.

(b) If the member refuses an assignment to light duty and fails to provide medical documentation to support said refusal, GML 207-c benefits will cease.

(c) A member may appeal the cessation of benefits in accordance with this Procedure.

(d) It is understood that assignment to light duty is temporary and that an Officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

(e) Nothing contained herein shall require the Town to create light duty assignments.

Section 10: DISPUTE RESOLUTION PROCEDURE

(a) In the event that the decision maker denies an Application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, there is a dispute about whether an Officer is capable of performing a specific light duty assignment, or there is an issue with respect to outside employment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The Demand for Arbitration must be submitted within fifteen (15) business days.

(b) The determination of the arbitrator shall be final and binding on the Town and the Officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information.

(c) The cost of arbitration shall be borne equally by the Town and the Officer.

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

(e) The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

Section 11: DISABILITY RETIREMENT

Consistent with Section 207-c, the Town may file an application on the Officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick Officer who is receiving 207-c benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement. Failure to cooperate will result in the termination of GML 207-c benefits.

Section 12: CONTINUATION OF CONTRACT BENEFITS

For the first nine (9) months of leave pursuant to GML 207-c, an Officer will continue to accrue all contract benefits. Beginning in the tenth (10th) month, the Officer shall not accrue any contract benefits except for wages and applicable longevity. In the event that the Officer is assigned to light duty (pursuant to Section 9, above), the Officer will be entitled to all contractually negotiated fringe benefits with respect to holidays, clothing, vacation, sick leave, etc.

Section 13: HAZARDOUS EXPOSURE

An Officer, who reasonably believes he or she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his or her duties, may file a hazardous exposure incident form (*see* Form 4) at the time of the exposure. The exposure form will be maintained by the Town in the Officer's personnel file.

If an Officer claims a job-related injury due to exposure to a health hazard, then he or she must comply with the Notice of Disability filing requirements of Section 3 as well as the other requirements of this procedure.

Section 14: REPRESENTATION

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

Section 15: SEPARABILITY CLAUSE

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

Section 16: EFFECTIVE DATE

This procedure shall take effect upon ratification by the parties and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date. In the event utilization of GML 207-c benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to the ratification by the parties, the member shall comply with the terms of this agreement, within thirty (30) days of ratification of this agreement. Upon the filing of a claim pursuant to Section 4, the claim for utilization of GML 207-c based on a prior injury or illness shall be decided in accordance with the terms of this procedure. If there is a dispute as to the date of occurrence of this injury or sickness, the member shall have the burden of proof by a preponderance of the evidence that the injury in the performance of duty or sickness as a result of performance of duty occurred prior to the date of ratification by the parties.

Section 17: MUTUAL EXCHANGE OF RECORDS

At all steps of this procedure the parties will mutually exchange all relevant documents, including all relevant medical records. Upon reasonable advance notice, the parties may be required to provide reasonably required medical updates.

Section 18:

By resolution of the Town Board, any individual(s) may be designated to act in place of and instead of the Chief of Police where that title is used in this procedure.

FORM 1
Town of Poughkeepsie Police Department
General Municipal Law Section 207-c
Application

1._____
Name of Officer

2.._____
Address

3._____ 4._____
Telephone number Age

5._____
Name of supervisor

6._____
Current job title

7._____
Occupation at time of injury/illness

8._____
Length of employment

9._____ 10._____ 11._____
Date of Incident Day of Week Time

12.a._____
Name of witness(es)
b._____

c._____

13. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary)._____
_____

14. Where did the incident occur? Specify._____

_____

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.)_____

_____

_____

16. When was the incident first reported?_____
To whom?_____ Time_____
Witness (if any)_____

17. Was first aid or medical treatment authorized?_____
By whom?_____ Time_____

18. Name and address of attending physician_____

_____

19. Name of hospital_____

20. State nature of injury and part or parts of body affected_____

_____

21. Will the officer be returning to duty?_____

When?_____

_____
Date of report

_____, New York _____
Signature of injured Officer

FORM 2

New York State Policemen's &
Firemen's Retirement System
Governor Smith State Office Building
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Town of Poughkeepsie Police Department, I hereby submit the following report:

_____ _____
Name of injured Officer Registration Number

_____
Address

_____ _____
Date of incident Time of incident

Description of injury_____

_____

Medical care required_____

_____

Remarks_____

_____

_____
Signature of Officer

_____
Witness to injury

_____
Date

FORM 3
Town of Poughkeepsie
Release of Confidential Medical Information

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the Town of Poughkeepsie, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of _____ (insert date) and treatment rendered for injury/illness to __[body part/condition]_____.

_____
Signature of Officer

_____
Printed name of Officer

_____
Date

*This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the Officer. Any cost for these copies will be paid by the Town of Poughkeepsie, New York.

CONFIDENTIALITY:

The medical records released are to be used solely by the Town to carry out its obligations under Section 207-c of the General Municipal Law, administering the contractual 207-c procedures, or where the release is authorized or required by law. For 207-c purposes they may only be accessed by the attorney for the Town of Poughkeepsie, New York, the Police Chief, his Deputy or designee, and their designated medical experts or to others authorized by the attorney for the Town for the purpose of presenting evidence at 207-c hearings. If release of these records to others are authorized or required by law, the Town will provide written notification to the Officer listing the records released and to whom the records were released. Access without the Officer's consent by any other individuals will be considered a breach of the Town's contractual obligation to keep these records confidential.

FORM 4
Town of Poughkeepsie Police Department
Report of Exposure*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the Officer claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

_____	_____
Date	Signature of Officer
_____	_____
Date	Signature of Officer

*This form is to be used by an Officer to report a claimed exposure to hazardous substances. A copy of this report will be placed in the Officer's personnel file.

APPENDIX D

CANINE OFFICER

Section 1. The Chief of Police shall have the absolute discretion to select the dogs, and select and assign the officers who will serve as dog handlers in the K-9 unit from members of the Town of Poughkeepsie Police Department. Without limiting the absolute discretion of the Chief of Police, volunteers will be solicited for assignment to the K-9 unit from active members of the PBA.

Section 2. To be eligible to serve as a member of the K-9 unit, officers must meet and maintain the eligibility requirements, and abide by the rules and regulations set forth in the "Town of Poughkeepsie Police Department K-9 Unit Policies and Procedures Manual," including agreement in advance to serve as a member of the K-9 unit for a minimum period of four (4) years. Officers assigned to the K-9 unit shall remain eligible during this minimum period for promotions or changes in assignment, but the Town may decline to consider such officers for promotion or change of assignment during this minimum period.

Section 3. The Chief of Police shall have the absolute discretion to relieve an officer from his or her duties as a police K-9 handler at any time upon request from the officer, because the K-9 unit is disbanded, the size of the unit is reduced, or for any other reason that is in the best interests of the Town of Poughkeepsie Police Department, with other "just cause".

Section 4. During any period in which an officer is assigned to the K-9 unit, he or she will forfeit his or her rights to bid for permanent shift assignments under the terms of the contract, and the Chief of Police shall have sole discretion to assign the dog handlers to a regular shift, may modify shift assignments of the dog handlers upon reasonable advance notice, and may rearrange work schedules of dog handlers within a declared work period.

Section 5. When a dog handler completes his or her assignment in the K-9 unit, or is relieved from the assignment to the K-9 unit, he or she will have his or her rights restored to bid for permanent shift assignment under the terms of the then-existing contract.

Section 6. While an officer is assigned to the K-9 unit, he or she will be governed by and entitled to the following:

(a) Transportation time to and from a K-9 officer's residence shall be included within their regularly scheduled tour of duty. The times set for "tours of duty" in the current contract and in any succeeding contract shall apply to K-9 officers, who shall be "in fact, ready for duty" when they leave their residence at the beginning of a tour of duty and until they return to their residence after a completion of a tour of duty. K-9 officers shall report-in by radio to the central dispatcher of the police department upon leaving their residence for a regularly scheduled shift of duty and report-out similarly upon arriving at their residence following a regularly scheduled shift of duty, and shall perform regular patrol duties within the Town of Poughkeepsie during transport to and from regular shifts of duty.

(b) Officers assigned to the K-9 unit shall be entitled to three (3) hours per week of overtime payable at the rate of time and one-half their regular rate in compensation of "off duty" police-related activities with or concerning the police dogs, such as training, to the extent that K-9 officers actually engage in such off-duty police-related activities with or concerning the police dogs. Officers assigned to the K-9 unit shall not train their assigned police dogs, wash or clean police cars, nor perform any other police-related activities with or concerning the police dogs on "off-duty" time in excess of three (3) hours per week without specific permission of a superior officer. The Town shall provide necessary training of the dog and characterize same as "on-duty" time.

(c) Regular and required veterinary services for the police dogs shall be scheduled during normal shift tours to the extent practical, and officers assigned to the K-9 unit shall not obtain veterinary services for their assigned police dogs at times other than "on-duty" times without permission from a superior officer or in emergencies.

(d) Officers assigned to the K-9 unit shall be responsible for all non-police-related activities reasonably necessary for the care and maintenance of their assigned police dogs, such as feeding, grooming, washing, and otherwise caring for their police dogs, and cleaning and maintaining the areas and equipment at which the police dogs are housed. All such activities shall be performed on "off-duty" time and no such activities shall be performed during "on-duty" time. Officers assigned to K-9 units shall be paid by the Town for off-duty, non-police-related activities at the Federal minimum wage, up to a maximum of ten (10) hours per week. The Town, PBA, and each individual officer assigned to the K-9 unit specifically agree that ten (10) hours per week is a fair and reasonable estimate of the time realistically required to provide such care for the police dog.

(e) K-9 officers "called in" while off-duty shall be compensated at time and one-half.

(f) Except to the extent herein provided, all salary, wages and benefits shall be governed by the contract between the PBA and the Town.

Section 7. The following expenses associated with the K-9 unit shall be provided as follows:

(a) The Town of Poughkeepsie shall provide a marked police vehicle for transporting the police dog, which shall remain the property of the Town.

(b) The Town shall pay for kennel facilities at the Town Police Facility.

(c) Town shall provide training, veterinary expenses, dog food and maintenance as outlined herein at Town expense until such time as the police dog is retired.

Section 8. The Town and the PBA agree that the officers assigned to the K-9 unit shall be considered "on-duty" for the purposes of General Municipal Law Section 207-c, and the New York State Retirement System, with respect to disabilities occurring whenever an officer assigned to the K-9 unit is performing tasks necessary and reasonable for the training, care, and maintenance of the police dogs, regardless of where or when these tasks are performed.

Section 9. The Town will defend and indemnify officers assigned to the K-9 unit for any injuries or damages caused by the police dogs which occur or are claimed to occur during the period in which such officers are assigned to the K-9 unit, regardless of where or when the injuries or damages occur.

Section 10. All police dogs assigned to the K-9 unit shall be the property of the Town. Upon the retirement of a police dog from the K-9 unit, the handler assigned such dog shall be offered the opportunity to purchase such dog from the Town for the sum of $1.00, and shall assume all liabilities previously incurred by the Town in relation to the operation of the K-9 unit and ownership of the dog.

Section 11. Nothing in this agreement shall be deemed to preclude the Town from disbanding or curtailing the K-9 unit once it is formed.

Drug and Alcohol Policy and Testing Procedure

SECTION 1 -- PURPOSE: The purpose of the Drug and Alcohol Policy and Testing Procedure is to ensure:

A. A work environment where not only the citizens of the Town of Poughkeepsie, but the Town of Poughkeepsie Police Department personnel, are free from the risk of personnel who may be under the influence of alcohol while on duty or may be using illegal drugs;

B. The capability of all Town of Poughkeepsie Police Department personnel to perform their assigned duties at all times without being under the influence of alcohol or drugs;

C. That members of the Town of Poughkeepsie Police Department share in the responsibility and understanding that when members of this Department, who may be or are under the influence of alcohol when reporting to duty or on duty, or using illegal drugs at any time, he/she is a detriment to themselves, other members of this Department and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct;

D. The understanding of the Town of Poughkeepsie Police Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for alcohol and drug abuse;

E. That Police Department personnel are cognizant of the ramifications of being under the influence of alcohol when reporting for duty or while on duty, and the use of illegal drugs at any time.

SECTION 2 -- DEFINITIONS

A. Covered Employees: All sworn officers of the Town of Poughkeepsie Police Department.

B. Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

C. Substance Abuse Professional (SAP): A licensed physician (medical doctor of doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

D. Designated Employer Representative (DER): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

E. Adulterated Specimen: A urine specimen into which the employee has introduced a foreign substance.

F. Dilute Specimen: A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

G. Substituted Specimen: A specimen that has been submitted by the employee in place of his/her own urine.

H. Blood Alcohol Concentration (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

I. Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

J. Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

K. Substance Abuse and Mental Health Services (SAMHS): Formerly National Institute of Drug Abuse.

L. Department of Health and Human Services (DHHS):

SECTION 3 -- EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. Personnel of the Town of Poughkeepsie Police Department have the availability of the Employee Assistance Program to seek assistance and/or rehabilitation in coping with problems of alcohol or drug dependency and/or abuse.

B. Personnel seeking assistance shall notify either the coordinator of the Employee Assistance Program or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.

C. Personnel may also be referred by another member of this Department. Any such referral shall maintain confidentiality for the affected member.

D. The Town of Poughkeepsie Police Department will grant one sick leave period during the member's career, as prescribed by the EAP Coordinator, a licensed counselor, and/or SAP for a member to receive treatment for alcohol and/or drug dependency. The employee must use their own sick leave accumulations during such leave.

SECTION 4 -- PROHIBITIONS

A. Alcohol Prohibitions

Employees must not:

- Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher;
- Possess alcohol while on duty, use, or be under the influence of alcohol;
- Refuse to submit to a required alcohol test;
- Refuse to submit to any test administered for the purpose of determining BAC.

B. Controlled Substance Prohibitions

Employees must not:

- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties;
- Refuse to submit to any test administered for the purpose of determining controlled substance use;
- Adulterate, substitute or dilute any required specimen.

SECTION 5 -- TESTING

A. Pre-Employment

Conducted before applicants are hired.

B. Reasonable Suspicion

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of controlled substances. The Town will require that two (2) trained supervisors or department officials verify and document the behavior.

C. Post Accident

Conducted following every on duty motor vehicle accident, which results in personal injury or more than $5,000.00 in property damage. Should an employee require medical attention then that shall take precedence over the testing. However, alcohol testing must occur within two (2) hours after the accident. Drug testing must occur within thirty-two (32) hours after the accident. If unable to test as required above, documentation as to why testing wasn't done must be provided.

D. Return to Duty

Conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the employee shall undergo a "Return to Duty" drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

E. Follow-Up

Following a positive test for alcohol use and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

SECTION 6 -- TESTING PROTOCOL

A. Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol. In a post-accident testing mode a blood test for alcohol may be administered if a breath test is impractical. If the employee tests positive, the MRO will provide the employee with a copy of the test results.

B. A qualified provider will conduct all drug and alcohol collections.

C. Drug Testing: Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the Town will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

D. The Medical Review Officer (MRO) is responsible for:

(i) The Notification Procedure

(a) Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.

(b) The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.

(c) Documenting the attempts to contact the employee with dates and times.

(d) Contacting the Designated Employer Representative (DER).

SECTION 7 -- TESTING STANDARDS

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

	Initial Test Level (ng/ml)
Marijuana Metabolite	100 or 50*
Cocaine Metabolite	300
Opiate Metabolites	300**
Phencyclidine	25
Amphetamines	1000

* = Dependent upon laboratory set-up
** = 15 ng/mi if immunoassay specific for free morphine.

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GM/MS test on a urine specimen that tested positive using a technologically different initial screening method:

	Confirmatory Test Level (ng/ml)
Marijuana Metabolite	15(1)
Cocaine Metabolite	150(2)
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500

1) Delta-9-tetrahydrocannabino.-9-carboxylic acid
2) Benzoylecgonine

SECTION 8 -- ALCOHOL TESTING

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

SECTION 9 -- TESTING PROCEDURES

A. Reasonable Suspicion

The Reasonable Suspicion Procedure and form (Appendix "1") is incorporated by reference. If the test result is positive, the form will be included in the employee's personnel file. If the test result is negative, the form will be discarded.

B. Reasonable Suspicion Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home until the results are received by the (DER). Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. Before returning to work the employee must successfully complete the

recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

C. Reasonable Suspicion Alcohol Testing

The Town will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary. Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

The "Reasonable Suspicion Form" (Appendix "1"), if the test result is positive, will be included in the employee's personnel file. If the test result is negative the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

D. Post Accident - Drug Testing

The Town will be responsible for transporting the employee to and from the collection facility. Until the Town receives the test results, the employee will not be allowed to perform his or her job duties.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home without pay and will not return to work until a

recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

E. Post Accident - Alcohol Testing

The Town will be responsible for transporting the employee to and from the testing facility and/or home. Upon receipt of a negative test result, the employee returns to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work, the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

F. Follow Up

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

G. Test Results

All records are considered confidential and will not be shared with any person or agency not part of this procedure. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled to obtain copies of any records concerning his/her use of drugs or alcohol, including any test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the Town may release this information to the relevant parties.

SECTION 10 -- CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered employees must submit to drug and alcohol testing. **Refusal** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

(a) Failure to show up for any test within a reasonable time after being directed to do so by the employer.

(b) Refusal to sign the certification provided by the Technicians.

(c) Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the Town shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the Town, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.

(d) Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.

(e) Claiming illness after notification of testing.

SECTION 11 -- ALCOHOL TEST CONSEQUENCES

A. A test measurement of less than or equal to .019 alcohol concentration will allow the employee to return to work.

B. A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to be suspended without pay for that tour. The employee will be allowed to return to work at the next assigned tour when that employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.00 concentration. Any employee who tests

positive twice within these parameters (0.020 to 0.049) during a twenty-four month period shall be immediately suspended without pay for thirty (30) calendar days.

C. A test measurement of 0.0501 or greater will cause the employee to be suspended immediately without pay for thirty (30) calendar days. Any additional disciplinary measure will be subject to standing grievance and arbitration procedures outlined by the Collective Bargaining Agreement or, if none, Section 75 of the Civil Service Law. Prior to returning to work, an employee must receive a certification from a Substance Abuse Professional (SAP) that the employee is able to perform their full duties. Suspension without pay will continue until such certification is received. Any member who tests positive twice with these parameters (0.051 or greater) during a twenty-four (24) month period shall be terminated.

D. Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051.

SECTION 12 -- DRUG TEST CONSEQUENCES

A positive drug test for a prohibited substance, which is not subject to a medical exception as defined herein will result in discipline up to and including termination.

APPENDIX "1"

A. If an employee while on duty exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance or an illegal substance, or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty, the supervisor shall make an oral report to the Police chief (or his designee) immediately.

B. The Police Chief (or his designee) shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes for providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is going to be held, a designated PBA representative shall be advised and granted the opportunity to confer with the employee prior to any meeting with or questioning by the Police Chief (or his designee), but in no event shall the meeting be delayed for more than on (1) hour to accommodate the PBA representation. The employee may request that the PBA representative attend the meeting.

C. If the Police Chief (or his designee) decides that the employee should be referred for drug or alcohol testing, the following procedure shall be followed. Police Chief (or his designee) shall complete the "reasonable suspicion" checklist form and sign it. A second supervisor or an attorney in the Town Attorney's office will countersign the checklist form. The employee will then be ordered to submit to the necessary test(s). Refusal to submit to the tests) shall be deemed a positive test. Refusal to cooperate during the testing procedure shall constitute grounds for additional disciplinary action.

D. The employee shall have the right to have a Union representative present for collection of the sample. In no event shall collection be delayed for more than one hour to accommodate the presence of a Union official.

Reasonable Cause
Drug and Alcohol Testing Checklist

SECTION ONE (To be completed by Police Chief or his designee)

Name of Employee:

Rank:

Nature of incident/cause of suspicion:

Behavioral indications noted, if any:

Physical signs or symptoms noted, if any:

Witness, corroboration, etc.:

Has the employee taken any medication(s) in the past four weeks?

If yes, list medication(s), quantity, and last date taken:

Signature of Police Chief or designee:
Date:

Countersigned by:
Date: