

AGREEMENT

This Agreement made the 27 day of June 2001, by and between

C. Allen Pylman ("Pylman") [REDACTED] New Hartford, New York
13413,

and

City of Utica (the "City"), having its City Hall at 1 Kennedy Plaza, Utica, New York
13502.

WITNESSETH:

WHEREAS, Pylman is gainfully employed in a career position with the Division of State Police, State of New York ("State Police"), currently holding the position of Inspector; and

WHEREAS, Pylman fully expected to remain employed with the State Police for several more years; and

WHEREAS, further employment with the State Police would enhance Pylman's ultimate retirement benefit, both through additional years of service and additional salary increases, either periodic or through promotion; and

WHEREAS, the City, through its current Mayor (the "Mayor"), encouraged Pylman to participate in the Civil Service competitive examination for the position of Chief of Police of the City (the "Chief"); and

WHEREAS, the City is desirous of appointing Pylman to the civil service competitive class position of the Chief; and

WHEREAS, the City recognizes that there are certain detriments to Pylman for retiring from the State Police earlier in his lifecycle than he had planned; and

WHEREAS, the parties are desirous of setting forth the terms and conditions of Pylman's employment as the chief;

NOW, THEREFORE, the parties agree as follows:

1. Employment

1.1 The City hereby employs Pylman, and Pylman hereby accepts employment by the City, as the Chief. Pylman's employment as the Chief shall commence August 1, 2001 (the "Commencement Date"). The term of this Agreement shall be from the date hereof until May 5, 2019 unless terminated sooner by Pylman, with or without cause, or by the City pursuant to section 75 of the Civil Service Law.

1.2 The City represents to Pylman that:

1.2.1 The position of Chief is in the competitive class of the Civil Service and that Pylman shall have, in his employment as the Chief, from the Commencement Date, all of the rights afforded to permanent status members of the civil service competitive class under Civil Service Law section 75.

1.2.2 All approvals and authorizations for this Agreement to be effective and binding upon the City have been granted and/or obtained.

1.3 The City and Pylman acknowledge that the position of Chief is part of a bargaining unit and that this Agreement is entered into as a collective bargaining agreement for the position of Chief as it relates to Pylman's terms and conditions of employment.

2. Probationary Status; Residence

2.1. In consideration of Pylman's acceptance of employment as the Chief, the probationary period required for his permanent appointment as the Chief is hereby waived and he is granted permanent status as of the Commencement Date.

2.2 Pursuant to Section 2.045(f) of the City Code, the Mayor hereby waives, for the duration of Pylman's employment as the Chief, the requirement that he reside within the corporate limits of the City of Utica. The Mayor shall, upon the commencement of Pylman's employment as the Chief, insert in his personnel file a letter confirming such waiver.

3. Definitions

3.1 For the purposes of this Agreement, each consecutive twelve (12) calendar month period during Pylman's employment as the Chief having as its first day the Commencement Date or an anniversary thereof is hereinafter referred to as an Employment Year.

4. Employment Compensation

4.1. The City shall pay to Pylman, while he is employed as the Chief, during each Employment Year, in equal bi-weekly installments, a salary (the "Salary") equal to the sum of (i) Ninety Five Thousand Dollars (\$95,000.00) and (ii) the amount of the retirement benefits to which Pylman would be entitled in each such Employment Year by virtue of his retirement from the State Police on July 30, 2001 ("Retirement Benefits") if he was not employed as the Chief in each such Employment Year. Notwithstanding the immediately preceding provisions of this section "4.1", the Salary shall be:

4.1.1 decreased during any Employment Year by the amount of Retirement Benefits Pylman actually receives in such Employment Year. In regard to Pylman receiving Retirement Benefits, Pylman acknowledges that the City can apply for and receive a "211 Waiver" pursuant to Section 211 of the Retirement and Social Security Law, which "211 Waiver" will allow Pylman to receive his full Retirement Benefits while employed as the Chief, and Pylman agrees, if a 211 Waiver is granted, to accept all Retirement Benefits received or receivable by him by reason thereof.

4.1.2 increased periodically pursuant to General Municipal Law section 207-m ("Section 207-m"). In that regard, the City and Pylman agree that Section 207-m, which requires the Chief to receive periodic raises under the circumstances specified therein, will apply to all portions

of the Salary except that, if Pylman receives Retirement Benefits in any Employment Year, the City shall not be required to pay to Pylman, and Pylman hereby waives, any additional compensation under Section 207-m in such Employment Year with respect to the portion of the Salary which is equal in amount to the Retirement Benefits he receives in such Employment Year.

5. Health Insurance

5.1 The City shall not be required to provide to Pylman health insurance coverage.

6. Additional Benefits

6.1 Pylman shall, at the City's cost and expense, be provided, and be entitled to, the following benefits while employed as the Chief:

6.1.1 Five (5) weeks vacation during each Employment Year, which shall be cumulative up to a maximum of sixty (60) days.

6.1.2 An initial bank of sick leave of two hundred forty (240) days (the "Initial Bank"), which can only be used in the event of a catastrophic disease or illness. Pylman will receive no compensation for any balance of sick leave which may remain in the Initial Bank when his employment as the Chief terminates. Pylman will, in addition, earn one and one-half (1 ½) days of sick leave per month (the "Monthly Sick Leave"), which Monthly Sick Leave may be used for all illnesses and shall be cumulative up to a maximum of one hundred eighty (180) days.

6.1.3 Five (5) days of personal leave per Employment Year, which shall not be cumulative.

6.1.4 All uniforms as needed and a clothing allowance annually in the amount of \$750.00.

6.1.5 A vehicle, which he shall use to commute to and from work, and all gasoline, oil, and repairs and maintenance therefor.

6.1.6 All necessary equipment such as a lap top computer, cell phone, pager, etc.

6.1.7 Attendance at professional workshops and conferences on the City's time as approved by the Mayor, which approval shall not be unreasonably withheld, delayed or conditioned.

6.2 In lieu of Pylman accumulating retirement benefits by virtue of his employment as the Chief, the City shall pay to Pylman, upon termination of his employment as the Chief, the value of any then accumulated and unused benefits under sections "6.1.1" and "6.1.2" of this Agreement. Such value shall be determined as follows:

6.2.1 The Salary which Pylman is receiving most recently prior to termination of his employment shall be divided by two hundred sixty (260), and the result shall be referred to as the "quotient".

6.2.2 The quotient shall be multiplied by total accumulated days under sections "6.1.1" and "6.1.2" of this Agreement and the product resulting therefrom shall be the value for the purposes of section "6.2".

7. Notices.

7.1 Any notice required or permitted to be given to any of the parties hereto shall be in writing and given either by personal service upon the party to whom the notice is intended or by United States mail, certified or registered, return receipt requested, addressed to the party to whom the notice is intended at such party's address first above written or to such other address as such party may from time to time designate by notice to the other party, and, in the event of service by mail, such notice shall be deemed given when deposited in an official United States mail depository, with proper postage prepaid.

8. Severability.

8.1 If any term, clause or provision contained herein is declared or held invalid by any court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

9. Entire Agreement.

9.1 This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof; and this Agreement shall not be modified or amended except by the mutual written agreement of the parties hereto.

10. Governing Law.

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11. Benefit.

11.1 This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, the distributees and legal representatives of Pylman and the successors of the City.

Signed: June 27, 2001

CITY OF UTICA

By: _____

TIMOTHY JULIAN, Mayor

Signed: June 27, 2001

C. ALLEN PYLMAN

LORI A. ROCKWELL
Notary Public in the State of New York
Qualified in Oneida County 01RO6044041
My Commission Expires June 26, 2002