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Contract Database Metadata Elements

Title: **Cold Spring, Village of and Full Time Members, Policemen Benevolent Association (PBA) of Putnam County (1997)**

Employer Name: **Cold Spring, Village of**

Union: **Full Time Members, Policemen Benevolent Association (PBA) of Putnam County**

Local:

Effective Date: **06/01/97**

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Cold Spring, Village Of And Cold
Spring Policemen'S Benevolent

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED**

JUN 06 1997

EXECUTIVE DIRECTOR

**AGREEMENT
BETWEEN THE
VILLAGE OF COLD SPRING
AND
THE FULL TIME MEMBERS
OF THE
COLD SPRING POLICE DEPARTMENT**

THIS AGREEMENT, Entered into for Two Fiscal Years June 1, 1997 thru May 31 1999 by and between The Village of Cold Spring, (Hereinafter referred to as the "Village" and The Policemen's Benevolent Association of Putnam County, Inc. (Hereinafter referred to as a the "Association").

WITNESSTH

WHEREAS, the parties desire to maintain harmonious relations and to work together for the Public safety , and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employee's Fair Employment Act of 1967, as amended.

ARTICLE I

The law governing this contract shall be the Public Employee's Fair Employment Act, and such provisions of the Civil Service Law and the Local Laws of the Village of Cold Spring which are not inconsistent with the said Act and the Civil Service Law.

ARTICLE II

SECTION I: The Village recognizes The Association as the sole and exclusive representative for the members of the Village of Cold Spring Police Department.

SECTION II: The Association shall act as such representative or agent in all negotiations with the Village within the scope of this Agreement, and when requested to do so by the Employees in question, in all grievance proceedings during the Fiscal years 1997-1999 covered by this agreement.

SECTION III: The Association affirms that it does not assert the right to strike against the Village, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or to participate in such strike or job slowdown.

ARTICLE III

SECTION I: The Association shall represent the personnel listed in Article IV, Section I.

SECTION II: The Village agrees that, in the event that any new classifications are established, the Village will confer and negotiate classification rates and job descriptions for such new classifications with the Association, in accordance with applicable Civil Service rules and regulations.

SECTION III: Members of the Department shall be entitled to a minimum of three (3) hours compensation in connection with actual time required in traveling to and from Official appearances at Judicial and Administrative Hearings involving a Member in the performance of his Official duties. Such Members shall be entitled to a minimum of four (4) hours compensation in the case of such travel and Official appearance outside the Village. Such compensation shall be in addition to the compensation received for regular tours of duty. The members shall have the option to receive an equivalent amount of time off. This section applies to off duty members only.

SECTION IV. Members of the Department shall be entitled to a minimum of three (3) hours compensation for any call in or prescheduled overtime such as parades, School activities, or other special details.

ARTICLE IV

SECTION I: The annual salaries and classifications shall be as follows during the term of this agreement.

Starting salary for new Full Time Employees hired after June 1, 1990 shall be \$20,000.00 per annum, such salary shall be increased to \$21,000.00 per annum after successful completion of M. P. T. C. School. The second years salary shall be \$22,680.00.

For present Employees, the salary shall be as follows:

	<u>FISCAL YEAR</u> <u>6/1/97 - 5/31/98</u>	<u>FISCAL YEAR</u> <u>6/1/98 - 5/31/99</u>
Sergeant Harold Riesdorph	\$39,152.07	\$40,325.60
Officer Thomas Corless	\$28,114.28	\$28,957.70

SECTION II. PERMANENT SHIFT DIFFERENTIAL. Full time Employees that are required to work the 12midnight to 8am tour of duty on a Permanent Basis, (three weeks out of month), shall be entitled to a 5% shift differential for those shifts worked.

In the event that the 12 midnight to 8am shift is not worked by any One Employee on a Permanent basis the 5% shift differential shall not apply.

SECTION II: LONGEVITY PAYMENTS: Full time Employees shall be eligible for a longevity payment after the completion of Five years, Ten years, and Fifteen years of continuous Full Time service with the Village of Cold Spring Police Department.

The longevity payment shall be \$500.00 after completion of Five years, \$1,000.00 after completion of Ten years, and \$1,500.00 after completion of Fifteen years service as stated above, payable each year until retirement.

The longevity payment shall be payable separately from, but on the first regular payday after June 1st, after eligibility is achieved.

The longevity payment shall not be considered part of the salary for purposes of computing any future salary increases on a percentage basis.

ARTICLE V

No member shall be assigned to more than one tour of duty; such tour of duty shall not exceed eight consecutive hours and no member shall be assigned to more than forty hours of duty during a work week; except in an emergency as described in Section 971 , Unconsolidated Law, State of New York, or for the purpose of changing tours of duty. The Village shall have the final approval of the duty schedule and may, at its discretion, prepare the duty schedule.

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

SECTION I - HOLIDAYS: Regular members are entitled to and shall be given compensatory time off for fourteen (14) Holidays per year as follows:

- | | |
|-----------------------------|--------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Day After New Year's Day | 9. Columbus day |
| 3. Martin Luther King Day | 10. Veterans Day |
| 4. President's Day | 11. Thanksgiving Day |
| 5. Good Friday | 12. Day After Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | 14. Day After Christmas Day |

SECTION II - PREMIUM PAID FOR HOLIDAYS WORKED: Regular members who are required to work on any of the fourteen (14) Holidays listed in Article VI. Section I, shall receive pay for the day plus time and one half. If required to work more than eight (8) hours on any of the above listed Holidays Double time will be paid for those hours worked over eight (8) hours.

SECTION III - PERSONAL DAYS: Members of the Department shall be given compensatory time off for four (4) personal days. Personal days are to be used for personal business. Personal days are only accumulative toward meeting the 150 day requirement per Article X Section II. Personal days are to be administered by the Officer-In-Charge of the Department and shall be consistent with this agreement.

SECTION IV - BEREAVEMENT LEAVE: Full Time Members shall be entitled to three(3) consecutive days absence from employment, with pay, commencing with the date of death in the Family; I.E. Parents, Children, Brother, Sister, Spouse, Mother-in-law, or Father-in-law. and one (1) Day for Aunts, Uncles, Grandchildren, and Grandparents.

ARTICLE VII

SECTION I: All Regular Members of the Police Department shall be allowed vacation leave with pay.

SECTION II: All Regular Members shall receive ten (10) working days vacation after completion of one year of employment with the Department.

SECTION III: All Regular Members of the Department who have completed five (5) years of service shall receive fifteen days working days vacation.

SECTION IV: All Regular Members of the Department who have completed ten (10) years of service shall receive twenty (20) working days vacation.

SECTION V: All Regular Members of the Department who have completed twenty (20) years of service shall receive twenty-five (25) working days vacation.

SECTION VI: Vacation time may not be carried over to the next year without permission of the Village Board.

SECTION VII: A Member of the Department shall be entitled to be paid at the time of his retirement from Village service pursuant to the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time standing to the credit of such Member at the time of his retirement. In the case of death of any Member such payment shall be made to his designated Beneficiaries.

ARTICLE VIII
SICK LEAVE

SECTION I: All Members shall be entitled to one (1) sick day leave with pay per month which is accruable.

SECTION II: All Members shall accrue sick leave at the rate of one (1) day per month to a maximum of one hundred-eighty (180) days.

SECTION III: In case of serious illness or accident, an Employee who is absent from work more than (3) consecutive days is required to submit to the Village Board a letter from his Physician (prior to returning to work) stating his physical status, work limitations, type of surgery performed, if applicable, and date he can return to work.

ARTICLE IX
EYEGLASSES AND DENTAL

SECTION I - EYEGLASSES: All Regular Members shall be entitled to the following eyeglass allowance (per family) for the purpose of purchasing eyeglasses. \$250.00.

SECTION II DENTAL: Dental Insurance coverage shall be provided for the Employees of the Police Department and members of their families at no premium cost to the Employee or members of their families.

SECTION III: The Village shall provide Members with assistance in preparing and filing any Dental insurance claim form.

SECTION IV: This agreement applies to full time members only.

SECTION V: The Dental Plan is furnished by Phoenix Mutual Life Insurance Company.

ARTICLE X
RETIREMENT

SECTION I: Members shall be entitled to the Benefits contained in the Career Retirement Plan as set forth in Section 384-D of the Retirement and Social Security Law of the State of New York.

SECTION II: The Village of Cold Spring will continue Health Benefits for Retirees and Spouses if an Employee has accumulated 150 sick days at time of retirement. If it is not possible for an Employee to accumulate 150 days between June 1, 1994 and their retirement date, an Employee must accumulate a total equal to 9 days for each year worked from June 1, 1994 to retirement. Payment for any accumulated sick time not used for above Health Benefits will be negotiated at retirement.

SECTION III: All Members can have any unused personal days accumulated toward meeting the above requirement of 150 days.

ARTICLE XI **HOSPITALIZATION**

SECTION I: Hospitalization and Major Medical Insurance Coverage for the Employees of the Police Department and their Families shall be provided by the Village. Each Member shall pay \$40.00 per month for Family Contract.

SECTION II: The Village shall provide Members with assistance in preparing and filing any Medical Insurance Claim forms.

SECTION III: This agreement applies to Full-Time Employees only.

ARTICLE XII

SECTION I: The Village recognizes the right of the Members of the Department to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement and to visit Members during working hours. Such Association Representatives shall also be permitted to appear at Public Hearings of the Board of Inquiry upon the request of Members.

SECTION II: The Representatives of the Association shall have the right to visit the Employer's Facilities by appointment for the purpose of administering the terms and conditions of this agreement.

SECTION III: Members of the Department who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations within the Village of Cold Spring, which purpose is the maintenance of harmonious and cooperative relations between the Village and the Members.

SECTION IV: Members of the Department who are designated to represent the Members shall have the right to attend meetings of the Policemen's Benevolent Association of Putnam County, Inc., in pursuance of their obligations as representatives or delegates of the bargaining unit herein, without loss of pay or time in accordance with the requirement of the Audit and Control Bureau of the New York State Comptroller's Office upon application and approval of the Village Board. Meetings shall be held in the Village of Cold Spring.

ARTICLE XIII **GENERAL**

SECTION I: The Village shall use its best efforts to obtain for each Member of the Department False Arrest and Imprisonment Insurance Protection in the amount of One Million Dollars (\$1,000,000.00).

SECTION II: The Village shall use its best efforts to obtain an Errors and Omissions Insurance Policy in the amount of One Million Dollars (\$1,000,000.00) for the benefit of the Individual Members of the Police Department of the Village of Cold Spring whether they be Members of the Association or not, to insure them in any actions, suits or claims for their alleged negligent acts arising out of or during the course of their employment.

SECTION III: Each Full Time Member shall be entitled to an Annual Uniform allowance for the purposes of purchasing Uniforms in an amount not to exceed \$525.00.

Each Full Time member shall be entitled to an Annual cleaning allowance in an amount of \$375.00.

Proper Vouchers shall be submitted to the Village prior to any payments under this section. Amounts payable under this section may not be cumulative.

SECTION IV: The Village shall not diminish any term or condition of employment provided for Unit Members by New York State or Federal Law rules or regulations. The Village shall establish all terms and conditions of employment to the extent they are not specifically provided by this agreement.

SECTION V: The Village shall consult the Officer-in-Charge on the specifications for any new equipment to be purchased or used by the Department.

SECTION VI: The Village shall provide all ammunition used by the Police whether for proficiency or in the regular line of duty, upon presentation of vouchers.

SECTION VII: The Officer-in-Charge will submit a Budget for the proposed purchase of equipment no later than February 1st of each year.

SECTION VIII Members called for Jury Duty will receive their regular pay for such duty. Members will reimburse the Village any Jury Duty Court payments received.

SECTION XIV Members will receive annual training when necessary on a need basis. All training must be recommended by The Officer in Charge and approved by the Village Board.

SECTION VV CONTINUING EDUCATION Members Maintaining a C average or above for Criminal Justice Courses, That are Preapproved by The Village Board, on a need basis, will be reimbursed by The Village for tuition and textbooks for a maximum of \$600.00 per Fiscal Year.

ARTICLE XIV GRIEVANCES

Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist here under shall be processed in accordance with the following procedures:

1. Such dispute by a Member or Members shall be presented to the Association's Grievance Committee.
2. In the event such a dispute is not resolved within thirty (30) days from such presentation, it shall then be presented by the Association to the Police Committee of the Village for this purpose for hearing and settlement.
3. In the event that any dispute is not then satisfactorily disposed of within thirty (30) from the date of the last hearing or meeting between the Association and the Police Committee or any other body designated for this purpose, it shall be then be referable by either party for arbitration to the American Arbitration Association for Binding Arbitration.
4. The Village and the Association shall bear equally the expense of such Binding Arbitration.
5. The filing of all disputes and grievances must be in writing.

ARTICLE XV
SEPARABILITY

Should any part thereof or any provision herein contained be rendered or declared illegal or to be an unfair labor practice by reason of any existing or subsequently enacted Legislation or by any Decree of a Court of Competent Jurisdiction or by the decision of any authorized Government Agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of the Agreement. The parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or to be an unfair labor practice.

ARTICLE XVI

It is agreed by and between the parties that any provisions of this Agreement requiring Legislative action to permit its implementation by Amendment of Law or by providing the additional funds thereof, shall not become effective until the appropriate body and been given approval.

ARTICLE XVII

All terms of this Agreement are in effect from June 1, 1997 to May 31, 1999.

ARTICLE XVIII

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior discussions, understandings, arrangements and agreements relating hereto are merged herein.

Dated: JUN - 2 1997
Cold Spring, New York

Village of Cold Spring

By Anthony C. Phillips
Mayor Anthony C. Phillips

Policemen's Benevolent Association of Putnam
County, Inc.

By Louis Butironi
President Louis Butironi

Witnessed By:

Frances Allen
Village of Cold Spring - Village Clerk

Harold Reedy
Putnam County Policemen's Benevolent
Association, Inc. Secretary/Treasurer