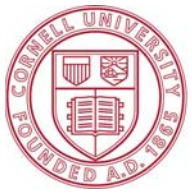

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Fishkill, Town of and Town of Fishkill Police Fraternity (2002)**

Employer Name: **Fishkill, Town of**

Union: **Town of Fishkill Police Fraternity**

Local:

Effective Date: **01/01/02**

Expiration Date: **12/31/05**

PERB ID Number: **8003**

Unit Size: **38**

Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

P0L\8003

COPY

AGREEMENT

Between

TOWN OF FISHKILL

and

TOWN OF FISHKILL POLICE FRATERNITY, INC.

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

RECEIVED
NOV 26 2007
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Number of Unit
Members -
approx 38

TABLE OF CONTENTS

	Preamble	1
Article I	Intent of Parties	1
Article II	Recognition	1
Article III	No Strike Clause	2
Article IV	Union Dues Check-Off	2
Article V	Grievance Procedure	2
	Step One	2
	Step Two	3
	Step Three	4
Article VI	Wages	5
Article VII	Court and Administration Appearances, Parade Duty and Call-in-Duty	5
Article VIII	Holiday Pay	6
Article IX	Uniforms	6
Article X	MPTC Travel Reimbursement	8
Article XI	Vehicle Maintenance and Safety	8
Article XII	Educational Reimbursement	9
Article XIII	Funeral Expenses	9
Article XIV	Maintenance of Membership	9
Article XV	Leaves of Absence	9
Article XVI	Other Terms and Conditions of Employment	10
Article XVII	Scheduling	10
Article IXVIII	Dispatcher	12
Article XIX	Wage Continuation for Injuries Sustained in the Course of Duty	12
Article XX	Firearms and In-Service Training and Safety	13
Article XXI	Disciplinary Proceedings	13
Article XXII	Third-Party Employment in Uniform	15
Article XXIII	Modification or Revision	15
Article XXIV	Personnel Files	16
Article XXV	Retirement	16
Article XXVI	Statutory Language	16
Article XXVII	Duration of Agreement	17
Appendix "A"	Hourly Wage Schedule	18
	Longevity	20

THIS AGREEMENT is made and entered into on the 10th day of April, 2002, by and between the TOWN OF FISHKILL, a municipal corporation having its principal office at Town Hall, Main Street, Fishkill, New York (hereinafter referred to as the "Town") and the TOWN OF FISHKILL POLICE FRATERNITY INC., having its offices at Box 747, Glenham, New York 12527 (hereinafter referred to as the "Association").

ARTICLE I

INTENT OF 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 and its part-time police officer 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 (found in the Civil Service Law of the State of New York) (commonly referred to as the "Taylor Act"). The purpose of this Agreement between the Town and the Association is further for the purpose of setting forth the terms and conditions of employment of the members of the bargaining unit represented by the Association.

ARTICLE II

RECOGNITION

The Town and Association agree and acknowledge that the Town has recognized the Association as the employee organization and bargaining agent for all part-time police officer employees of the Town, with the exclusion of the "Chief Executive Officer" of the police force, the Lieutenants of the police force, and the commissioners of police.

ARTICLE III

NO STRIKE CLAUSE

The Association affirms, on behalf of itself and its bargaining unit members, that it does not assert the right, nor possess the right, to engage in a strike against the Town, and that it shall not cause, instigate, encourage or condone a strike.

ARTICLE IV

UNION DUES CHECK-OFF

The Town shall deduct from the wages of any employee in the aforesaid bargaining unit who submits to the Town a dues deduction authorization in writing, such dues or other deductions as are authorized by the employee, and shall remit such deductions to the aforesaid office and address of the Association.

ARTICLE V

GRIEVANCE PROCEDURE

Any dispute or disputes arising out of, or relating to, the interpretation or application of the terms and conditions of this Agreement, with the exception of certain matters which are hereinafter excluded or made the subject of alternative dispute resolution, shall be subject to adjustment in the following manner:

The grievance shall be first discussed orally, by the employee, or Association on the employee's behalf, or the Association for itself, with the Chief Executive Officer of the force, before any grievance is reduced to writing.

Step One: In the event that the grievance is not amicably adjusted in the oral presentation, the employee or Association shall have the right to file a written grievance for review and determination by the Chief Executive Officer of the force. The written grievance shall set forth the specific nature of the grievance, all facts relating thereto, and the specific

section of this Agreement that the employee or Association alleges has been breached. The written grievance must be delivered to the Chief Executive Officer within sixty (60) calendar days after the day upon which the act or condition upon which the grievance is based occurred. Failure to hand deliver the written grievance to the Chief Executive Officer within the aforesaid sixty (60) day period shall constitute a waiver of said grievance by the employee or Association.

Within five (5) business days following receipt of the grievance, the Chief Executive Officer shall hold an informal conference with the employee or Association, at which conference the employee or Association and any representative of his/her choice may appear and present oral and written statements or arguments. The employee or Association shall be responsible for any fees or costs associated with any such representation as aforesaid. The Chief Executive Officer shall render a written decision on said grievance within five (5) business days following the day upon which the informal conference was held, and a copy of this decision shall be mailed to the employee or Association and to the Town Board of the Town of Bethel within two (2) business days thereafter.

Step Two: In the event that the grievance is not amicably adjusted at Step One, the employee or Association may appeal the grievance to the Town Board for review and determination by filing a written notice of intention and desire to appeal the Chief Executive Officer's determination. Said written notice of appeal shall be delivered to the Town Clerk within ten (10) calendar days after the day on which the Chief Executive Officer mailed or delivered his/her copy of the aforesaid decision to the employee or Association. Within twenty (20) business days after the filing of the notice of appeal, the Town Board shall hold a hearing upon such grievance, at which time the employee or Association, together with his/her representative, and the Chief Executive Officer together with any representative of his/her own, shall appear and present oral and written statements or arguments concerning the grievance.

The notice of appeal filed with the Town Clerk shall include a true copy of the grievance filed by the employee or Association, a copy of the decision of the Chief Executive Officer, and a statement of the facts relating to the grievance and a statement of the reasons for appealing the decision.

Within ten (10) business days after the hearing is held by the Town Board, the Town Board shall file with the Town Clerk a decision in writing on the appeal. A copy of this decision shall be mailed or delivered to the employee or Association and the Chief Executive Officer by the Town Clerk within five (5) business days thereafter.

Step Three: In the event that the grievance is not amicably adjusted at Step Two, the Association, itself and alone, may file a demand for arbitration to hear and resolve the grievance. The rules and procedures of the "labor section" of the American Arbitration Association shall govern the institution and conducting of the arbitration. The demand for arbitration shall be filed with the American Arbitration Association within twenty (20) days after mail or delivery of the Step Two grievance determination by the Town Clerk, as aforesaid.

The jurisdiction of the arbitrator shall be subject to the following:

1. The decision of the arbitrator shall be binding upon the parties, and may be subject to challenge only pursuant to the grounds set forth in Article 78 of the Civil Practice Law and Rules of this state.

2. The arbitrator shall have no power to alter, amend, change, add to or subtract from the terms of this Agreement.

3. The arbitrator shall be confined to the issue or issues submitted to him/her for decision and may, in no event, as part of such decision impose upon either party any obligations to arbitrate on any issue or issues which have not been determined by the parties as the subject for arbitration.

The fee of the arbitrator and the American Arbitration Association shall be borne equally between the Town and the Association. Each party shall pay any and all expenses of its own representative or witnesses.

The grievance procedure, or any other manner of dispute resolution, shall not pertain to disputes arising out of an employee's failure to abide by the conditions set forth in Article XVII of this Agreement, or any other matters excluded by this Agreement.

ARTICLE VI

WAGES

The Town shall pay wages to the employees of the bargaining unit represented by the Association, according to the salary schedule set forth to and made a part of this Agreement as Appendix "A".

ARTICLE VII

COURT AND ADMINISTRATION APPEARANCES, PARADE DUTY AND CALL-IN DUTY

Employees shall be paid a minimum of four (4) hours straight-time pay for any necessary court and administrative appearances, parade duty, or call-in duty to work at times other than their scheduled tours of duty; in the event that the employee works more than four hours on said occasions, he/she shall be compensated for such additional time at straight-time hourly pay. Effective January 1, 2002, the minimum straight time pay shall be three (3) hours for court appearances only.

ARTICLE VIII

HOLIDAY PAY

An employee shall receive compensation at the rate of time and one half (1.5X), except as set forth below, for any hours, or portions thereof, actually worked on the following Holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Washington's Birthday
4. Lincoln's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day (2x)
11. Day After Thanksgiving
12. Christmas Eve Day
13. Christmas Day (2x)

The phrase "actually worked" shall mean hours, or portions thereof, falling within the twenty-four (24) hour period constituting any such Holiday.

ARTICLE IX

UNIFORMS

The Town shall maintain ten (10) raincoats, of varying sizes, for purposes of shared use by the employees while on duty in inclement weather. An employee shall be responsible for damage to any raincoat sustained during its use, job-related wear and tear excepted. The parties agree that other practices in effect, as of the making of this Agreement, shall be continued with respect to the issuance of uniforms by the Town to employees.

Each employee, shall be entitled, through a voucher, to the following amounts, to make purchases of uniforms and equipment of the type and make appearing on an approved list, or for cleaning, based on the number of hours worked the preceding calendar year.

	1/1/02	1/1/03	1/1/04	1/1/05
1000+	$185.00	$185.00	$210.00	$235.00
750 - 999	$170.00	$170.00	$195.00	$220.00
500 - 749	$155.00	$155.00	$180.00	$205.00
250 - 499	$140.00	$140.00	$165.00	$190.00
1 - 249	$125.00	$125.00	$150.00	$175.00

Effective no later than December 31, 1999, new winter jackets (Model 9010Z) shall be issued to the thirteen (13) most senior employees who require replacement of winter jackets. All new employees shall be issued a new winter jacket (Model 9010Z). Those employees who were issued new "Blauer" like winter jackets shall not be issued a new winter jacket (Model 9010Z) until a replacement is needed on a wear and tear basis, at no cost to the employee. The aforementioned issuance shall be made in order of seniority. Thereafter, replacement winter jackets shall continue to be Model 9010Z and shall be replaced on an as needed, wear and tear basis.

Effective September 1, 2000, all employees shall be issued two (2) new dark blue long sleeve uniform shirts, at no cost to the employee. Effective March 1, 2001, all employees shall be issued two (2) new dark blue short sleeve uniform shirts, at no cost to the employee.

Effective September 1, 2000, all new issue of dark blue pants shall have a light blue stripe on them.

gap. An employee hired on or after January 1, 2002 shall be issued new body armor (vest) at no cost to that employee. Thereafter, each employee shall be issued new body armor (vest) within six (6) years of its issue at no cost to that employee. All other employees whose body armor (vest) has an expired date shall also be issued new body armor (vest) at no cost to those employees, NO LATER THAN JANUARY 1, 2003.

ARTICLE X

MPTC TRAVEL REIMBURSEMENT

Any employee who enrolls in and attends the standard MPTC training course given within "Zone 1 & 3" shall be reimbursed for travel expenses at the then prevailing Internal Revenue Service approved mileage reimbursement rate upon the submission of vouchers reflecting the date of travel and the mileage to and from the employee's residence and the site of the training course. Such reimbursement shall not apply in the event that the employee uses a Town or police force vehicle to travel for this purpose.

ARTICLE XI

VEHICLE MAINTENANCE AND SAFETY

The Town shall provide vehicles with equipment control devices of uniform location and type, with the exception of trunk opening buttons~~, and radio controls~~.

Employees shall have the right to form a committee among themselves, of not more than three (3) members, for the purpose of presenting concerns with police vehicle maintenance and safety to the Town Board. The Town Board shall make itself available, upon at least two (2) weeks' written notice from said committee to be delivered to the Town Clerk, to hear or discuss complaints from the aforesaid committee regarding vehicle maintenance and safety. The Town Board shall be under no obligation to accede to any demands or take any requested steps with respect to vehicle maintenance and safety. This clause of the Agreement shall be for the purposes of allowing employees, through said committee, access to the Town Board for the purpose of discussion of any problems with respect to vehicle maintenance and safety.

The Association shall have the right to appoint a member to the Town's standing safety committee to address all safety issues of concern within the police department.

ARTICLE XII

EDUCATIONAL REIMBURSEMENT

The Town shall pay employees, who are assigned to attend police training courses by the Chief Executive Officer, at their regular hourly rate for time spent in attendance at the course. This provision shall not apply to employees attending MPTC Basic Police Officer Training.

ARTICLE XIII

FUNERAL EXPENSES

Effective January 1, 2002, the Town shall contribute towards actual funeral expenses of an officer killed in the line of duty, up to the maximum sum of $6,500.00.

ARTICLE XIV

MAINTENANCE OF MEMBERSHIP

Any employee who is a member of the Association as of the date of this Agreement, or who subsequently becomes a member of the Association, shall remain a member of the Association and abide by the Association's requirements of membership, including the payment of dues, for the duration of this Agreement as a condition of his/her continued employment by the Town as a part-time police officer.

ARTICLE XV

LEAVES OF ABSENCE

Upon request for reasonable grounds, an employee may seek and request an unpaid leave of absence up to a maximum period of one (1) year. Said leave shall be granted or denied within the sole, and non-grievable, discretion of the Town Board. The period of the employee's unpaid leave of absence shall not be included in the computation of duration of employment by the Town for purposes of computing or applying any contractual benefits set forth herein.

ARTICLE XVI

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Any other terms and conditions of employment currently existing and not herein mentioned shall be continued.

ARTICLE XVII

SCHEDULING

The Chief Executive Officer shall schedule or assign employees to tours of duty on a monthly scheduling basis after obtaining and considering their work hours at their primary jobs for the pertinent month of scheduling. However, assignments to tours of duty shall be in the sole discretion of the Chief Executive Officer, or his designee, and all desired changes in tours of duty among employees shall be subject to the prior approval by the Chief in his sole discretion. Failure of officers to work assigned tours of duty, or the switching by employees of tours of duty without the prior approval of the Chief, may be subject to disciplinary action by the Town Board, and said disciplinary action shall be non-grievable and non-reviewable under the terms of this Agreement or otherwise. An employee who fails to work or switches their assigned tour(s) of duty without the prior approval of the Chief shall be advised orally and/or in a written counseling memo documenting same at the end of that monthly scheduling period(s). In the event the Town Board receives a notice from the Chief Executive Officer recommending that disciplinary action be taken, said recommendation shall include all dates and times of any oral and/or any written counseling memo(s) regarding the foregoing. The employee and Association shall be provided a written copy of the notice recommending disciplinary action. The affected employee and Association representative(s) shall be entitled to appear, at the next scheduled Town Board meeting following the notice in executive session with the Town Board, to review the Chief Executive Officer's recommendation for disciplinary action.

The designation of tours of duty, and the number of officers per tour, shall be subject to modification by the Town within its sole discretion and, in consideration thereof, the Town shall not create any full-time police officer positions during the duration of this Agreement, if the

creating of any such full-time position results in elimination of any part-time position currently held by any actual member of the Association's bargaining unit as of the date of this Agreement.

Effective January 1, 2002, no employee shall be required, ordered, held over or volunteer to be scheduled to work more than eighteen (18) consecutive hours, inclusive of their primary employment to fill a tour of duty vacancy. The vacancy shall be filled from the preceding tour of duty by the least senior employee who is not disqualified from working by the foregoing restriction. In the event no employee from the preceding tour of duty can be required to work, an employee(s) shall be canvassed as set forth below.

Assignment of employees to non-regular scheduled tours of duty during any calendar month, shall be based on seniority, within title, on a rotating basis. The list shall flow continuously starting with the next senior employee from where the last employee accepted the non-regular scheduled tour of duty. All employees shall be canvassed. A declination shall move the list to the next employee and so on. An employee who does not respond to the canvass call within ten (10) minutes of that call, shall be deemed a declination.

If an officer scheduled for a regular tour of duty is unable to work that tour, due to excused illness, injury, or emergency, the Chief Executive Officer or his/her designee may hold over the least senior officer working the previous tour, to work the vacant tour of duty, so long as (a) the Chief has exhausted the call-in procedures without obtaining a volunteer, if he/she has had a reasonable opportunity to do so, and (b) the hold-over does not conflict with the officer's primary employment schedule. Hold-over time shall be compensated at time and one-half (1.5X) of the officer's hourly rate of pay.

In unanticipated situations where there is no officer available to "hold-over" from a preceding shift of duty, or there was no preceding shift of duty, and an officer scheduled for a shift of duty reports inability to work a tour, the Chief Executive Officer or his/her designee may compel unscheduled officer(s) to report to work that shift, so long as (a) the Chief has exhausted the call-in procedure of this section without obtaining a volunteer, if he/she has had a reasonable opportunity to do so, and (b) the compelled reporting does not conflict with the officer's primary

employment schedule or previously approved periods of excusal from any duty during that month. Officers shall be approached for compelled reporting to duty by inverse application of the rotating seniority criteria set forth above. Documented illness or infirmity of the officer shall be the only excuse for avoiding compelled reporting to duty.

An employee who works beyond their scheduled tour of duty shall be paid time and one half (1.5X) their hourly rate of pay, inclusive of longevity, if applicable, for all hours worked, or any part thereof.

Effective January 1, 2002, the senior employee on a tour of duty, in the absence of a patrol Sergeant, shall be paid Sergeant's pay for all hours worked, or any part thereof.

Effective January 1, 2003, any employee who works between the hours of 12:00 midnight and 6:00 a.m. shall be paid a night differential of $1.00 per hour, or any part thereof.

ARTICLE XVIII

DISPATCHER

During the duration of this Agreement, the Town shall employ a paid dispatcher at Police Headquarters for all tours of duty when at least one (1) officer is working.

ARTICLE XIX

WAGE CONTINUATION FOR INJURIES SUSTAINED IN THE COURSE OF DUTY

The parties acknowledge and agree that the provisions of Section 207-c of this state's General Municipal Law apply to the police officer employees. For purposes of applying the statute, "regular salary or wages" shall be based upon the average number of hours worked by the employee during the year immediately preceding the injury.

ARTICLE XX

FIREARMS AND IN-SERVICE TRAINING AND SAFETY

The Town shall provide each officer fifty-four (54) rounds of new factory manufactured duty ammunition ~~once~~ TWICE yearly, and will provide all ammunition for firearm's qualification required of officers by the Town.

The Town shall provide a continuing service training program at the police station, to consist of "LETN" and videotape player and monitor for officer access to a revolving series of training related tapes.

The Town shall provide the police station with ~~three (3)~~ EIGHT (8), suitable, rechargeable flash lights for on-duty officer use. The Town shall exercise continuing due diligence in reaching accommodation with the Village of Fishkill to allow town officer access to the latter municipality's police firing range for weapon practice.

Each employee shall receive no less than ~~eight (8)~~ SIXTEEN (16) hours of non-firearms in-service training, the content of which shall be determined by the Chief Executive Officer and Training Officer.

ARTICLE XXI

DISCIPLINARY PROCEEDINGS

A. All employees entitled by law to Civil Service Law Section 75 at the time of hire shall retain such rights.

B. The Association waives the provisions of Town Law Section 155 if they apply for those employees with less than one (1) years of service as of the date of imposition of discipline by the Town. Imposition of discipline by the Town shall mean the mailing of a written notice of the Town's disciplinary action by certified mail, return receipt requested to the last home address as shown in the employee's personnel file or by mailing such written notice to the Association at its address as it appears in this Agreement.

C. The following disciplinary procedures shall apply to those non-probationary employees not covered by subsections A or B of this Article.

1. In the event of imposition of discipline involving fine, reprimand, suspension or dismissal from employment, the Association or the affected officer may seek review by demand for arbitration under the Labor section rules of the American Arbitration Association ("AAA").

2. The arbitrator selected under the rules of the "AAA" shall be limited to determining whether just cause existed for imposition of the discipline exacted by the Town, and to fashioning a suitable remedy.

3. The decision of the arbitrator shall be binding upon the parties, and may be challenged only pursuant to the grounds set forth in Article 78 of the Civil Practice Law and Rules of this state.

4. The arbitrator shall have no power to alter, amend, change, add to, or subtract from the terms of this Agreement.

5. The arbitrator shall be confined to the issues defined in sub-paragraph "2" herein above, and may in no event, as part of his or her decision, impose upon either party any obligations to arbitrate on any issue or issues which have not been determined by the parties as the subject for arbitration.

The fee of the arbitrator and the American Arbitration Association shall be borne equally between the Town and the Association. Each party shall pay any and all expenses of its own representatives or witnesses.

Disciplinary dispute resolution hereunder shall not pertain to discipline arising out of an employee's unexcused failure to work regularly scheduled tours of duties as set forth in Article XVII of this Agreement.

ARTICLE XXII

THIRD-PARTY EMPLOYMENT IN UNIFORM

Employees may derive income from off-duty service under the employ of third-parties, and may wear their uniforms for that purpose, in the event that (a) the site of such off-duty work in within the Town of Fishkill, ~~(b) the off-duty work is limited to traffic control with the employee performing service on foot~~; (c) the nature of the proposed off-duty service is approved in advance by the Chief Executive Office or his/her designee, and (d) the request for advance approval is made by the Association which, in the event of approval, shall designate the specific employee(s) to perform the service under employ of the third-party. The parties acknowledge and agree that employees earning supplemental income in this fashion shall not be acting as employees of the Town of Fishkill, but as employees of the third-party for such approved, ~~uniformed, traffic control services.~~ The proposed third-party employer's maintenance of acceptable workers' compensation and comprehensive liability insurance covering the acts of its employees, including the traffic control services of Town officers working in uniform under this Article, shall be one factor, but not the only permissible factor, in the Chief Executive Officer's exercise of advance approvals hereunder.

ARTICLE XXIII

MODIFICATION OR REVISION

It is understood and agreed that no agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions of this Agreement shall be made by any employee, or group of employees, with the Town; in no case shall they be binding upon the parties hereto, unless made and executed in writing between the parties hereto.

ARTICLE XXIV

PERSONNEL FILES

Each employee shall be entitled to examine their personnel file, (excluding pre-employment material), under the supervision of the Chief Executive Officer or his/her designee. The employee shall be notified and required to acknowledge material being placed in their personnel file. The employee shall have the right to respond in writing to the material placed therein.

ARTICLE XXV

RETIREMENT

Effective January 1, 2004, the Town shall adopt, implement and provide Section 384-d (20 years) of the New York State and Local Police and Fire Retirement System to all employees, at no cost.

ARTICLE XXVI

STATUTORY LANGUAGE

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

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be and remain in effect for the period of four (4) years, having an effective initial date of January 1, 2002, and an expiration date of December 31, 2005.

TOWN OF FISHKILL

Dated: 4/10/02

By: _____
JOANNA PAGONES, Supervisor

TOWN OF FISHKILL POLICE FRATERNITY, INC.

Dated: 4/10/02

By: _____
VINCENT GUARINO, President

APPENDIX "A"

HOURLY WAGE SCHEDULE

	1/1/02	7/1/02	1/1/03	7/1/03	1/1/04	7/1/04	1/1/05	7/1/05
Officers								
No MPTC	$12.97	$13.49	$14.03	$14.59	$15.17	$15.78	$16.45	$17.15
Step I	$13.77	$14.32	$14.89	$15.49	$16.11	$16.75	$17.46	$18.20
Step II	$15.26	$15.87	$16.51	$17.17	$17.86	$18.57	$19.36	$20.18
Step III	$16.64	$17.31	$18.00	$18.72	$19.47	$20.25	$21.11	$22.01
Detective(s), DARE, Youth Officer(s) and/or K-9 Officer(s)*	$17.47	$18.18	$18.90	$19.66	$20.44	$21.26	$22.17	$23.11
Sergeant(s)**	$18.30	$19.04	$19.80	$20.59	$21.42	$22.27	$23.22	$24.21
Detective/Sergeant(s)***	$19.14	$19.91	$20.70	$21.53	$22.39	$23.29	$24.28	$25.31

* The Detective(s), DARE, Youth Officer(s), and/or K-9 Officer(s) shall receive a differential of 5% over and above the Step III hourly rate.

** The Sergeant(s) shall receive a differential of 10% over and above the Step III hourly rate.

*** The Detective Sergeant(s) shall receive a differential of 15% over and above the Step III hourly rate.

No MPTC shall encompass employees who, as of the date of hire, have not received a certificate of completion of MPTC training.

Step I shall encompass employees in their first year of hire, who have completed MPTC training and received the pertinent certificate of completion. Such employees shall remain at Step I from their date of hire until their first anniversary date of hire, at which latter date they shall move to Step II.

Step II shall encompass employees from and including their first anniversary date of hire until the day preceding their second anniversary date of hire, at which latter date the employee shall move the Step III.

Movement to or between longevity steps shall occur when an employee commences, based on his/her anniversary date of hire, the year of employment first appearing within the described duration of the applicable longevity step; for instance, an officer will move from Step III to Longevity Step A upon the fourth anniversary of his/her date of hire and the commencement of his/her fifth year of employment. All employees who have been, or may be, placed at Step III on the wage schedule, based upon prior credited service as a police officer, shall receive longevity predicated only upon their actual years of service with the Town of Fishkill.

Said employees shall move to Step I upon obtaining said certificate of completion and, for purposes of the aforementioned portions of this Appendix, shall thereafter be treated as if they were Step I employees at the date of their hire for purposes of dates of progression to Step II and Step III; however, there shall be no entitlement for retroactive salary, at Step I rates, between the times of hire and of obtaining the certificate of MPTC completion.

LONGEVITY

	1/1/02	7/1/02	1/1/03	7/1/03	1/1/04	7/1/04	1/1/05	7/1/05
Step A (5-7 years)	$.60/hr	$.75/hr	$.90/hr	$1.05/hr	$1.20/hr	$1.35/hr	$1.50/hr	$1.65/hr
Step B (8-10 years)	$.65/hr	$.80/hr	$.95/hr	$1.10/hr	$1.25/hr	$1.40/hr	$1.55/hr	$1.70/hr
Step C (11-13 years)	$.70/hr	$.85/hr	$1.00/hr	$1.15/hr	$1.30/hr	$1.45/hr	$1.60/hr	$1.75/hr
Step D (14-16 years)	$.75/hr	$.90/hr	$1.05/hr	$1.20/hr	$1.35/hr	$1.50/hr	$1.65/hr	$1.80/hr
Step E (17 years +)	$.85/hr	$1.00/hr	$1.15/hr	$1.30/hr	$1.45/hr	$1.60/hr	$1.75/hr	$1.90/hr

The above Longevity shall be paid over and above the employee's hourly wage, based on their years of service with the Town.