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#### **Contract Database Metadata Elements**

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PLI

*Collective Bargaining Agreement*

**8615\_02282006**

Washingtonville, Village Of And  
Upseu (Pt Police Officers)

*By and Between*

**THE VILLAGE OF  
WASHINGTONVILLE**

*and*

**THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

**PART-TIME POLICE OFFICERS UNIT**

**MARCH 1, 2002 - February 28, 2006**

**RECEIVED**

SEP 03 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

6

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## AGREEMENT

AGREEMENT entered into this     day of May 2002, by and between United Public Service Employees Union, hereinafter referred to as the "UNION" having its principal offices in the State of New York, and Village of Washingtonville, hereinafter referred to as the "VILLAGE" located at 29 West Main St., Washingtonville, NY 10992.

### ARTICLE 1

#### WITNESSETH

WHEREAS, the Union has been designated by a majority of the employees of the Employer in the bargaining unit as their sole collective bargaining agent with respect to wages, hours and other conditions of employment, and;

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with problems and controversies arising out of employment is through negotiations and agreement in accordance with the Public Employees Fair Employment Act (Article XIV of the New York State Civil Service Law).

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

### ARTICLE 2

#### RECOGNITION

Section A     The Village recognizes the Union as the sole and exclusive representative for all bargaining unit positions listed in Paragraph B, (which excludes elected and appointed officials) for the purpose of collective negotiations, for all terms and conditions of employment and the administration of grievances for the term of this Agreement.

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Section B     INCLUDED TITLES:

Part-Time Police Officer. Excluded titles: All other employees

### ARTICLE 3

#### DUES AND AGENCY FEES

Section A     The Village shall deduct from the wages of all employees in the unit and

remit to United Public Service Employees Union ("UPSEU") regular membership dues and other authorized UPSEU deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions.

Section B

The Village shall deduct from the wages of employees in the bargaining unit who are not members of UPSEU an amount of money equivalent to the dues levied by UPSEU and shall transmit the sum deducted to UPSEU in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. Such agency fee deductions shall be made in the same procedure and manner as the regular dues deductions.

Section C

The Union shall indemnify the Village and any representative of it and hold the Village and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the Village or any of its representatives for the purpose of complying with provisions of this Agreement and/or state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be members of the Union. In addition, the Union shall reimburse the Village for any and all legal expenses associated with the defense of any such claim, demand, or suit.

**ARTICLE 4**

**UNION RIGHTS**

Section A

The Village agrees that the Union shall have the sole and exclusive right to designate its own representatives direct and manage its own affairs. Every effort shall be made to process grievances, disciplines, and discuss labor management issues during non-working hours. However, if the processing of a grievance or other matters related to the administration of this agreement can not be accomplished during non-working hours, the union shall be given access provided it does not interrupt the performance of normal duties and responsibilities of employees. Every effort will be made to hold such work interruptions to a minimum.

Section B

The Union shall have the use of a bulletin board in the police officer's locker area.

Section C

The Chief Ship Steward shall be permitted one leave day (8 hours) to attend union sponsored workshops or attend other official union business.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### Section A Purpose:

It is the policy of the parties that all grievances be resolved at the earliest possible stage of the grievance procedure. Formal or informal settlements at any stage of the grievance procedure shall bind the parties to the settlement.

#### Section B Definitions:

1. A grievance is an alleged violation of a specific provision of this agreement.
2. A grievant is an employee or group of employees who submit a grievance, or on whose behalf it is submitted by the Union.
3. A day means a workday.

#### Section C Procedure:

The Employee shall present their grievance within thirty (30) days after the date on which the action or omission given rise to the grievance occurred. Before the submission of a written grievance the aggrieved party or the shop steward should attempt to resolve the grievance orally with the grievant's immediate supervisor.

#### STEP 1

If the grievance is not resolved informally it shall be reduced to writing and submitted to the supervisor of the Department (i.e., the Chief of Police). The grievant shall identify the Article of the Contract that has been violated and the remedy sought.

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The supervisor of the Department shall meet with the employee, the shop steward/delegate and the Union representative within (10) ten days of the submission of the grievance. The supervisor shall render a decision in writing no later than ten (10) days after the meeting.

#### STEP 2

If the grievant or the Union is not satisfied with the response, he/she may appeal the decision within ten (10) days to the Village Board. The Board shall review all

document and render a decision no later than twenty (20) days after submission of the grievance.

## ARTICLE 6

### COMPENSATION

Section A Part-time police officers on the payroll as of March 1, 2002 shall be paid \$13.00 per hour, effective March 1, 2002. Effective March 1, 2003 part-time police officers shall be paid \$13.50 per hour. Effective March 1, 2004 part-time police officers shall be paid \$14.25 per hour. Effective March 1, 2005 part-time police officers shall be paid \$14.75 per hour.

Section B Part-time officers hired after March 1, 2002 may be hired at the rate of \$11.50 per hour for their first year of employment with the Village. Thereafter, such individuals shall be paid at the same rate of pay as other part-time police officers.

Section C Overtime: Court overtime shall be paid at a minimum of three (3) hours straight time for such time spent in court.

Section D Part-time Police officers who are sponsored by the Village of Washingtonville to attend an approved Police Academy for the purpose of obtaining certification as a police officer, shall be reimbursed for twenty percent (20%) of the cost of their tuition beginning on the March 1 following their fifth year of continuous service in the Village. Each March thereafter the individual, if still employed by the Village, shall receive an additional 20% of the cost until the cost of the tuition is completely paid. The Village may require the part-time officer to submit adequate proof of the cost of the Academy tuition prior to any payments. Only those part-time officers sponsored by the Village of Washingtonville are eligible for this benefit.

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Section E During the time when a part-time police officer engages in the following kinds of instruction only, his hourly rate of pay shall be increased by 10%:

- a. New York State Article 35 Instruction
- b. Firearms Instruction
- c. Range officer instruction

d. Specialized Instruction (i.e., Data Master, Radar, OC Spray)

Such instruction must first be approved by the Chief of Police in advance. The Chief, in his discretion, may authorize the additional stipend for other kinds of instruction performed. The Chief of Police, in his sole discretion, may use qualified and certified part-time officers to train other part-time and full-time police officers or may choose to utilize individuals outside of the unit for such kinds of instruction.

## ARTICLE 7

### TIME RECORDS

#### Section A

Time sheets as supplied by the Village shall be submitted each pay period, with time cards attached, checked and approved by the department supervisor indicating the hours worked, the days off, labeled as to whether they are sick, personal, vacation or bereavement time. Any overtime worked will also be indicated on the time sheet.

## ARTICLE 8

### UNIFORMS

#### Section A

Part-time police officers who have completed at least one (1) year of service and work eight hundred (800) or more hours during the fiscal year shall receive a \$315.00 uniform allowance at the end of the fiscal year. Effective March 1, 2003, part-time police officers who have completed at least one (1) year of service and work eight hundred (800) or more hours during the fiscal year shall receive a \$330.00 uniform allowance at the end of the fiscal year. Effective March 1, 2004 part-time police officers who have completed at least one (1) year of service and work eight hundred (800) or more hours during the fiscal year shall receive a ~~\$345.00 uniform allowance at the end of the fiscal year.~~ Effective March 1, 2005 part-time police officers who have completed at least one (1) year of service and work eight hundred (800) or more hours during the fiscal year shall receive a \$360.00 uniform allowance at the end of the fiscal year. Officers working less than eight hundred (800) hours shall receive a pro-rated portion of the uniform allowance

#### Section B

Each part-time police officer shall receive one (1) bullet-proof vest. The vest shall be replaced prior to its expiration date, as determined by the



manufacturer. Each officer shall be provided other necessary equipment as determined by the Chief of Police.

## **ARTICLE 9**

### **HOLIDAYS**

Part-time officers will receive one and one-half (1 and 1/2) times their hourly rate for all work performed on New Years Day (3:00 P.M. 12/31 - 3 P.M. 1/1), Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas (3:00 P.M. 12/24 - 3:00 P.M. 12/25).

## **ARTICLE 10**

### **DISCIPLINE**

Only employees with three (3) years of continuous service in the Village shall be afforded the protection of Section 75 of the Civil Service Law or any other applicable law as it relates to removal and/or suspension. Discipline of employees shall not be covered by the grievance procedure of this contract. Employees shall be suspended without pay pending the disciplinary proceedings. Hearings shall be held in a reasonably prompt manner.

## **ARTICLE 11**

### **MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement and applicable law, the Village retains full responsibility and sole right of management of the Village, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, discontinue operations or subcontract work; to establish work hours/schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

This agreement shall constitute the entire agreement of the parties and neither party shall be required to negotiate with respect to any subject not covered in this agreement. Terms not covered by this agreement shall continue to be subject to Village control and shall not be the subject of negotiations.

**ARTICLE 12**

**MANDATED PROVISION OF LAW**

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

**ARTICLE 13**

**SEPARABILITY**

In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

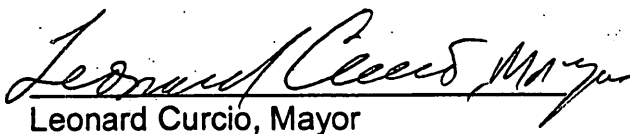
**ARTICLE 14**

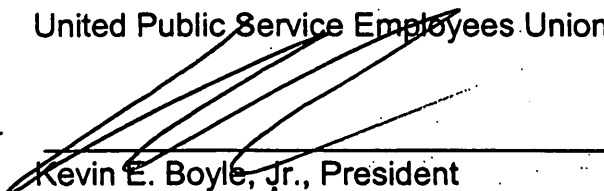
**DURATION**

This agreement shall be in effect from March 1, 2002 through February 28, 2006.

Village of Washingtonville

United Public Service Employees Union

  
Leonard Curcio, Mayor

  
Kevin E. Boyle, Jr., President

