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Union: **Fort Plain Policemens Benevolent Association (PBA)**

Local:

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Fort Plain, Village Of And Fort Plain
Policemens Benev Assn

A G R E E M E N T

BETWEEN

THE VILLAGE OF FORT PLAIN, NEW YORK

AND

VILLAGE OF FORT PLAIN POLICEMEN'S
BENEVOLENT ASSOCIATION

Effective June 1, 2002 to May 31, 2004

KIRKPATRICK
& KIRKPATRICK, P.C.
ATTORNEY AT LAW
P. O. BOX 350
83 CANAL STREET
FORT PLAIN, NEW YORK
13339

RECEIVED

AUG 29 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

THIS AGREEMENT, made this 22nd day of May, 2002, by and between the VILLAGE OF FORT PLAIN, NEW YORK, hereinafter referred to as the Village and the VILLAGE OF FORT PLAIN POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the PBA.

WITNESSETH:

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 the implementation of the Public Employees Fair Employment Act of 1967 as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Village and the PBA acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I
RECOGNITION AND RIGHTS

(1) The Village and the PBA agree and the Village recognizes and certifies that the PBA is the exclusive collective negotiating agent for the permanently appointed Village employees in its Police Department, excluding the Chief of Police.

KIRKPATRICK
& KIRKPATRICK, P.C.
ATTORNEY AT LAW
P. O. BOX 350
83 CANAL STREET
FORT PLAIN, NEW YORK
13339

(2) The Village hereby extends to the PBA respecting such unit of employees the following rights:

(a) To represent the employees in negotiations and in the settlement of grievances.

(b) To membership dues deduction, upon presentation of dues deduction authorization cards, signed by individual employees.

(c) To unchallenged representation status.

(3) The PBA hereby affirms that it does not assert the right to strike against the Village government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II
TERMS AND CONDITIONS OF EMPLOYMENT

(1) The Village and the PBA hereby agree with respect to the following:

(a) Vacations:

Every employee of the Police Department shall be entitled to two (2) weeks vacation annually after having served in the Department for one (1) year.

Every employee of the Police Department shall be entitled to three (3) weeks vacation annually after having served in the Department for four (4) years.

Every employee of the Police Department shall be entitled to four (4) weeks vacation annually after having served in the Department for ten (10) years.

The anniversary date of the employee's hiring as a full time officer shall be used to determine the years of service for vacation time.

Vacation time will be allowed at the time requested by the employee in the discretion of the Chief of Police. In the event that more than one employee requests vacation involving the same time frame, seniority will be the controlling factor.

Such vacation leave must be taken within the year after the anniversary date of the employee's hiring as a full time officer and may not be accumulated. If vacation leave can not be scheduled during such year, the employee may upon request, receive pay in lieu of time off.

(b) Holidays:

The following days shall be designated paid holidays: New Years Day, Martin Luther King Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day and one additional floating holiday, making a total of thirteen (13) paid holidays.

Each employee who is required to work on a holiday shall receive double his straight time pay for all hours worked on such day, provided however, so long as the employee provides advance notice to the Village Clerk, the employee shall have the option of working the holiday for his straight time pay and of taking another day off within the calendar year for which the employee will be paid his straight time pay.

In the event that a holiday occurs while an employee is on vacation, such employee shall be allowed an

additional day of vacation. Such holidays must be taken within the calendar year.

(c) Personal Leave:

During the term of this agreement, each employee of the Police Department shall be entitled to personal leave up to a maximum of thirty-two (32) hours per calendar year, to be used at the discretion of such employee, with pay and without charge or deduction from vacation leave or other time credits. The personal leave of new employees shall be prorated according to the month during which the employee commences working for the Village. In the event there is one to three months remaining in the calendar year, the new employee shall be entitled to eight (8) hours of personal leave for the remainder of the calendar year. In the event there are four to six months remaining in the calendar year, the new employee shall be entitled to sixteen (16) hours of personal leave for the remainder of the calendar year. In the event there are seven to nine months remaining in the calendar year, the new employee shall be entitled to twenty-four (24) hours of personal leave for the remainder of the calendar year. In the event there are more than nine months remaining in the calendar year, the new employee shall be entitled to thirty-two (32) hours of personal leave for such calendar year. Personal leave may not be accumulated.

(d) Bereavement Leave:

Each employee of the Police Department shall be given three (3) days off with pay upon the occurrence of a death in the immediate family of such employee. No prior

notice need be given by such employee. Such time shall be without charge or reduction from vacation leave or other time credits.

"Immediate Family" shall be defined as parents, spouse, children, grandparents, mother-in-law, father-in-law, brothers, sisters, grandchildren, sisters-in-law, brothers-in-law, step-parents, step-grandparents and step-children.

Each employee of the Police Department shall be given time off with pay for the complete, twenty-four (24) hour day of the funeral for a deceased aunt, uncle, niece or nephew of such employee.

(e) Sick Leave:

1) Each employee of the Police Department who is unable to perform his duties by reason of illness or injury, not sustained in the line of duty, shall be entitled to a total of sixty-four (64) hours per calendar year as sick leave with full pay, which such sick days may be accumulated from year to year. The sick leave of new employees shall be prorated according to the month during which the employee commences working for the Village. In the event there is one to three months remaining in the calendar year, the new employee shall be entitled to sixteen (16) hours sick leave for the remainder of the calendar year. In the event there are four to six months remaining in the calendar year, the new employee shall be entitled to thirty-two (32) hours of sick leave for the remainder of the calendar year. In the

event there are seven to nine months remaining in the calendar year, the new employee shall be entitled to forty-eight (48) hours of sick leave for the remainder of the calendar year. In the event there are more than nine months remaining in the calendar year, the new employee shall be entitled to sixty-four (64) hours of sick leave for such calendar year.

2) Each such employee shall also be entitled to, during periods that the employee qualifies for and receives disability payments, full pay during such absence from duty up to a maximum of three (3) months for each such occasion, provided however, that such employee must repay to the Village the disability payments received during each period or must assign his rights in such payment to the Village.

3) In the event that an employee is absent from work for three (3) or more consecutive sick days, the employee shall be required to submit a doctor's slip to the Chief of Police with regard to the cause for such sick leave.

4) Upon retirement, each employee shall receive payment for any unused sick leave, not exceeding four hundred eighty (480) hours, at the employee's hourly rate at the time of retirement.

(f) The President of the PBA or his designee shall be granted excused, paid absence to permit attendance at duly called meetings and conventions of the Police Conference of New York, Inc., provided such employee gives at least seven (7) days advance notice to the Chief of Police.

(g) Compensation:

1) All employees shall be paid a minimum annual salary of \$21,600.00 for the 2002-03 fiscal year and \$22,700.00 for the 2003-04 fiscal year.

2) Employees who have obtained road school certification at an accredited school shall be paid an annual salary of \$23,600.00 for the 2002-03 fiscal year and \$24,700.00 for the 2003-04 fiscal year.

3) Employees who have obtained road school certification and have served at least six months as a full time police officer (with civil service status), with the Village of Fort Plain shall be paid an annual salary of \$25,600.00 for the 2002-03 fiscal year and \$26,700.00 for the 2003-04 fiscal year.

4) Employees who have obtained road school certification and have served at least one year as a full time police officer (with civil service status), with the Village of Fort Plain shall be paid an annual salary of \$27,600.00 for the 2002-03 fiscal year and \$28,700.00 for the 2003-04 fiscal year.

5) Police Sergeant Salary. At the time of appointment, as police sergeant, \$250.00 shall be added to such employee's current salary. Upon completion of one year, an additional \$200.00 is to be added to the salary, resulting in a total of \$450.00 being added to such employee's salary.

6) In addition to the foregoing annual salary, each employee shall receive a night differential payment of

fifty cents (50¢) per hour for hours worked between 3:00 P.M. and 11:00 P.M. and fifty-five cents (55¢) per hour for hours worked between 11:00 P.M. and 7:00 A.M. In the event an employee works overtime hours, the night differential for such employee shall be a payment of seventy-five cents (75¢) per hour for hours worked between 3:00 P.M. and 11:00 P.M. and eighty-two and one-half cents (82.5¢) per hour for hours worked between 11:00 P.M. and 7:00 A.M.

8) In addition to the annual salary, each employee shall be entitled to receive the following longevity pay upon completion of the appropriate number of years of continuous full time service:

After five (5) years.....	\$ 600.00	annual bonus
After ten (10) years.....	\$ 700.00	annual bonus
After fifteen (15) years..	\$ 800.00	annual bonus
After twenty (20) years...	\$1,400.00	annual bonus

There shall be a cap on the longevity bonus of \$1,400.00 per year. The longevity bonus shall be paid with the first payroll period following the anniversary date of the employee's employment.

(h) Hours of Work and Overtime:

1) Each employee shall be entitled to overtime pay computed at one and one-half (1 1/2) times the normal rate of pay for all time worked in excess of 8 hours per day.

2) Any employee called back after his daily tour of duty has ended, or required to be present including all time spent before his daily tour is to begin in appearances compelled by subpoena or as directed by superior officers

before courts, grand juries, suppression hearings, motion practice and before duly constituted governmental agencies or hearings, administrative or otherwise, shall receive a minimum of two (2) hours pay at the rate of time and one-half, provided that, when an employee is called in early, prior to his tour of duty, for judicial or non-judicial matters, he shall receive time and one-half until such time as his scheduled shift begins.

(i) Health Insurance:

The Village shall provide health insurance coverage for the benefit of the employee, and if applicable, family coverage as defined in the health insurer's contract. In the event the Village decides to change health benefit providers, it may do so so long as it provides thirty (30) days notice to the PBA, there is no lapse of coverage and there is no decrease in benefits to the employee or in family coverage.

The Village shall provide a vision care plan, as defined in the vision care insurers contract, for the benefit of the employee, and if applicable, family coverage as defined in such contract.

Upon the employee's retirement, the Village will continue the health insurance plan in effect on the employee at such time until the employee attains the age of 62, provided the employee qualifies under the "80 Rule", i.e. at retirement, the employee's age plus the years of employment with the Village total 80 or more years. The employee shall be responsible for such additional premium over the cost of individual employee coverage if the employee elects to provide family and/or spousal coverage.

(j) Retirement:

The retirement plan currently in effect, under the provisions of Section 375-C of the Retirement and Social Security Law of the State of New York, shall be continued.

(k) Equipment Allowance:

Each employee shall receive an annual vouchered allowance of \$250.00 per fiscal year for approved police equipment and gear.

(l) Police Department Rules and Regulations:

The Village on September 19, 1989 adopted Police Department Rules and Regulations for the Village of Fort Plain, New York, as agreed to by the Village and PBA. Said Rules and Regulations as amended from time to time are incorporated herein by reference and made a part hereof.

(m) Military Leave:

So as not to leave the Village undermanned, and in the interest of public safety, employees agree not to request or otherwise volunteer for National Guard duty and/or other military leave in excess of two weeks per calendar year. Nothing contained herein shall prevent the employee from complying with any order for such duty or military leave in excess of two weeks which has not been requested by or on behalf of the employee and for which such employee has not otherwise volunteered. The employee shall give the Chief of Police no less than fourteen days advance notice of such ordered duty or military leave.

(n) Leave Time:

Employees requesting time off for personal leave, holiday time or other causes, except for sickness or injury, shall report same to the Chief of Police within a reasonable time in advance, which shall be subject to the Chief of Police's approval. Employees requesting sick leave shall notify the Chief of Police as soon as it is apparent that such sick leave shall prove necessary, at least two hours in advance, whenever possible.

(o) Grievance Procedure:

1) In the event of a dispute between the parties involving the interpretation or application of this agreement or the rights claimed to exist thereunder, the dispute shall be resolved in the following manner:

Step 1. The dispute shall be presented within ten (10) calendar days of its occurrence to the immediate supervisor of the member in an attempt to resolve the matter. If the dispute is not satisfactorily resolved in this matter the member may request that a representative of the PBA meet with the immediate supervisor for the purpose of attempting to adjust the grievance.

Step 2. If within five (5) calendar days following Step 1 a satisfactory resolution has not been reached, the PBA representative shall discuss the grievance with the Chief of Police in an attempt to resolve the matter.

Step 3. If the procedure in Step 2 fails to provide agreement within five (5) calendar days, a written record

shall be presented to the Village Board or its representative. Within seven (7) calendar days the PBA representative and the Village Board or its representative shall meet to discuss and attempt to resolve the dispute. After five (5) calendar days, if the dispute is not settled, either party may take the dispute to arbitration upon service of written notice of intention within the ten (10) calendar days following.

Step 4. The arbitration proceeding shall be conducted by an arbitrator selected and mutually agreed upon by the Village and the PBA within seven (7) working days after the notice of arbitration was served. If the parties fail to agree upon an arbitrator, the parties shall utilize the services of the Public Employment Relations Board as is provided in its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to amend, modify or delete any provision of this agreement.

2) Expenses for an arbitrator's services and the proceedings shall be borne equally by the Village and the PBA. Each party, however, shall be responsible for compensating its own witnesses. Either party may cause a transcript to be made at its expense and shall supply the arbitrator with a copy without charge.

3) The time limits set forth in this Article may be extended by mutual agreement in writing.

ARTICLE III
PAST PRACTICES

(1) Wages, hours and all other conditions of employment legally in effect prior to the effective date of this agreement, shall except as specifically altered herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of June 1, 2002. It shall remain in effect through May 31, 2004.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

VILLAGE OF FORT PLAIN
POLICEMEN'S BENEVOLENT
ASSOCIATION

By: _____

Jeffery Howe,
President

VILLAGE OF FORT PLAIN

By: _____

Hon. Gerald Hudson
Mayor

By: _____

Hon. Loring Dutcher,
Trustee

By: _____

Hon. David Manclow
Trustee

By: _____

Hon. Jeffery T. Smith
Trustee

By: _____

Hon. Rodney Strait
Trustee

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