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Title: **Sherrill, City of and Sherrill Police Benevolent Association (PBA) (2003)**

Employer Name: **Sherrill, City of**

Union: **Sherrill Police Benevolent Association (PBA)**

Local:

Effective Date: **01/01/03**

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3-6/21/04

POL
6933



SHERRILL POLICE BENEVOLENT ASSOCIATION
POST OFFICE BOX 252
SHERRILL, NEW YORK 13461

1/1/03 - 12/31/05

CONTRACT

WITH

THE CITY OF SHERRILL

Made this 6th day of May, 2004, by and between the City of Sherrill, New York, by it's Mayor, Hereinafter referred to as the **Employer**, and the Sherrill Police Benevolent Association, Hereinafter referred to as the **P.B.A.**

Any provision of this agreement requiring legislative action to permit it's implementation by Amendment of Law or by providing the additional therefor, shall become effective, not until, the appropriate body has given approval.

RECEIVED

MAY 17 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

2

SECTION 1 - RECOGNITION

The **Employer** hereby recognizes the **P.B.A.** as the exclusive employee organization representing the full time permanent employees of the Sherrill Police Department, other than the Chief of Police and/or the Acting Chief of Police of the Sherrill Police Department, for the purpose of negotiating rates of pay and other terms and conditions of employment with the City during the term of this agreement.

SECTION 2 - NO STRIKE PLEDGE

The **P.B.A.** affirms that it does not assert the right to strike against its **Employer**, nor to assist or participate in any such strike, or impose an obligation upon its members to conduct, assist or participate in such strike.

SECTION 3 - GRIEVANCE PROCEDURE

A "Grievance" shall mean a complaint by an employee or employees in the negotiating unit that there has been, as to him/them, a violation, misrepresentation or inequitable application of any of the provisions of this agreement.

STEP 1 - The employee shall present and discuss the grievance with the Chief of the Department within three (3) working days of the alleged grievance, or of the employee's knowledge of the alleged grievance.

STEP 2 - If the grievance is not resolved informally in **STEP 1**, the employee may submit the grievance in writing to the Chief of the Department, with seven (7) working days after the informal presentation under **STEP 1**. Such writing shall state the facts alleged to constitute the grievance, the provisions of the grievance claimed to have been violated, misinterpreted or inequitably applied, the remedy requested, and shall be signed and dated by the employee. The Chief shall advise the employee, in writing, of his decision within seven (7) working days after its receipt by him.

Conferences under **STEP 1** and **STEP 2** may be held during non-working hours of the employee, at the discretion of the Chief of the Department.

STEP 3 - If the grievance is not resolved in **STEP 2**, then the aggrieved employee, or his representative, may refer the matter, within ten (10) working days, to the City Manager, who shall hear the employee and/or his representative, and such other witnesses as may be helpful in arriving at his determination, which he shall make in writing within ten (10) working days after the completion of the hearing.

STEP 4 - If the grievance is not resolved in the steps previously specified, and arises out of a claim violation, misrepresentation or inequitable application of one of the following enumerated clauses or provisions of this agreement, to wit; sections 4 through 28, inclusive. Then the aggrieved employee, with ten (10) working days after the written determination of the City Manager is submitted, may submit his grievance to a board of arbitration. Such board shall consist of one member selected by the **Employer**, and one member selected by the **P.B.A.**, and a third impartial member selected by both the **Employer** and the **P.B.A.**, subject to the provisions of Article 75 of the Civil Practice Laws and Rules, the decision of the arbitrators shall be made by majority vote and shall become binding upon the parties of the proceeding. The cost of the arbitration shall be shared equally by the **Employer** and the **P.B.A.** (or the member, if not a member of the **P.B.A.**).

No arbitrator functioning under this step of the grievance procedure shall have any power to alter, amend, modify, delete or change, in any manner, any provision of this agreement. The determination of whether an alleged grievance is subject to arbitration shall not be made by the arbitrators, but shall be determined in a proceeding under Article 75 of the Civil Practice Law and Rules. The arbitrator shall have only the power to interpret what the parties to the agreement intended by specific clause in the agreement which is at issue.

The term "Grievance" shall not apply to any matter as to which a method of review is prescribed by law, rule or regulation of the State of New York, such as a disciplinary proceeding under the Civil Service Law.

The failure to assert or appeal a grievance within the times specified above, shall be deemed an abandonment thereof.

The aggrieved employee may be accompanied and represented by a spokesman of his selection at any step of the grievance procedure above provided.

SECTION 4 - UNIFORM ALLOWANCE

In addition to the initial furnishing of uniforms and required equipment to a new Police Officer, the City will pay a subsequent annual uniform equipment allowance of \$500.00 to each full time Police officer, upon permanent appointment, for needed replacements of the items: uniform pants, shirts (long & short sleeve), black pant belt, gun belt, bullet holders, belt keepers, holster, handcuffs, handcuff case, uniform hat, nightstick and holder, ties, gloves, boots, gray socks (5 pair), and sunglasses. Payment to be made in two (2) disbursements to members; \$250.00 in January and \$250.00 in June. The Chief of Police shall, from time to time, inspect the Officer's uniforms and equipment to assure the City that an Officer's uniform and equipment have not deteriorated to a state that disgraces the City or the Police Department.

SECTION 4A - REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

The City shall pay for eyeglasses, dentures, watches, clothing and other job related personal property of the Officer damaged or destroyed while engaged in the performance of his assigned duties, providing such loss is accidental and casually related to the performance of such duties and not as a result of an employee's neglect or carelessness. Such payment shall be made after the furnishing of proof, acceptable to the Chief of Police and shall not exceed a maximum of \$250.00 to any one employee for any loss arising out of the same occurrence. Damage shall be paid at the amount of the current market value.

SECTION 5 - CLEANING ALLOWANCE

In addition to the uniform allowance, each full time employee shall be permitted to expend up to \$400.00 per year for Dry Cleaning of uniform shirts, pants and coats. The allowance shall be paid directly to the Dry Cleaner, based on a monthly billing identifying the Officer and his uniform components cleaned during the billing period. The City Manager shall select the Dry Cleaner to perform such services.

SECTION 6 - HOSPITALIZATION INSURANCE

A.) The City shall pay the full premium of both the employee and dependent (spouse and unmarried children under eighteen residing with employee) health insurance coverage under the present plan, or substantially equivalent plan as the City may select. (See current policy attached.)

B.) Employees hired on or after January 1, 1992 and before January 1, 2000 shall pay a maximum of \$250.00 toward their insurance premium, annually, as specified above.

C.) Upon the death of an active member covered under the health insurance plan, his or her unremarried spouse shall continue to receive the insurance coverage at the costs specified by this section.

D.) Health Insurance after retirement:

For Police Officers the payment of health insurance premiums shall be made on behalf of an employee who is retired and is collecting a New York State Retirement allowance or is receiving an Ordinary/Accidental Disability Retirement allowance and is not employed where similar health insurance is available to him/her without additional cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his/her spouse upon employees death, but only until he/she remarries or dies.

E.) Employees hired on or after January 1, 2000, shall pay a premium toward the health insurance plan (single/family) in accordance to that structured for other city employees.

SECTION 7 - TESTS

No member shall be ordered or asked to submit to a Polygraph (Lie Detector) test for any reason. Such test may be given if requested by the member.

No member will be ordered or asked to submit to a blood test, Breathalyzer test or any other test to determine the percentage of alcohol in the blood, for any reason, except as may be provided otherwise by specific, statutory law. Such tests may be given if requested by the member.

SECTION 8 - SALARIES

<u>STEP NUMBER</u>	<u>2003 SALARY</u>	<u>2004 SALARY</u>	<u>2005 SALARY</u>
TRAINING RATE	\$33,640.15	\$34,985.76	\$36,385.19
ONE	\$36,019.60	\$37,460.38	\$38,958.80
TWO	\$36,838.50	\$38,312.04	\$39,844.52
THREE	\$37,660.56	\$39,166.98	\$40,733.66
FOUR	\$38,481.07	\$40,020.31	\$41,621.12
FIVE	\$39,301.56	\$40,873.62	\$42,508.56
SIX	\$40,122.04	\$41,726.92	\$43,396.00
SEVEN	\$40,942.53	\$42,580.23	\$44,283.44
EIGHT	\$41,763.05	\$43,433.57	\$45,170.91
NINE	\$42,583.50	\$44,286.84	\$46,058.31

All salaries and incremental steps shall commence on January 1st and end on December 31st of the year. The employee is advanced one step each year.

Sergeant Salary - An additional \$1,500.00 shall be added to an employee's step who holds the position of Sergeant.

Shift Differential - Shift differential shall be paid at the rate indicated:

(2nd Shift).....3 pm to 11 pm.....\$0.60.....per hour for all hours worked.

(3rd Shift).....11 pm to 7 am.....\$0.70.....per hour for all hours worked.

If an employee is employed on or before June 30 of the calendar year, the employee shall be placed at Step One of the incremental steps and advanced to Step Two as of January 1st of the next year. An employee employed on or after July 1st of the calendar year, shall remain at Step One until the employee reaches the 2nd January 1st of his employment, at which time he shall be moved to Step Two of the salary scale.

SECTION 8A - LONGEVITY

Longevity will be added to an employee's base salary for the purpose of calculating pay, upon his anniversary date, at the following rates:

After 5 years of service*\$ 650.00.....and each year thereafter until;
After 10 years of service.....\$ 900.00.....and each year thereafter until;
After 15 years of service.....\$1,150.00.....and each year thereafter.

*not to be granted to employees hired after January 1, 2003.

SECTION 9 - CALL BACK

When an employee has completed an eight hour tour of duty during the previous twenty-four hours and has departed from the Police Station and is called back to work, or is called into work on his regular day off, he shall work and be paid at the applicable overtime rate, for a minimum of four (4) hours. Working for up to an hour immediately before or after a regular shift shall not be deemed call back, but shall be paid at his applicable overtime rate.

SECTION 9A - CALL BACK/BREATHALYZER

An employee called back to duty for the purpose of administering a breathalyzer test for a suspected DWI driver, shall be paid at his applicable overtime rate for a minimum of two (2) hours.

SECTION 9B - "ON CALL" OR "STAND-BY" TIME

Employees required to be "On Call" or on "Stand-By" shall be paid at a rate of one fifth (1/5) their hourly rate for all hours so designated. Employees "On Call" or on "Stand-By" will be required to report for duty within thirty (30) minutes of notification of a telephone message to their home or other designated telephone number. Employees "On Call" or on "Stand-By" that are required to report for duty will then be considered on "Call Back".

SECTION 10 - HOLIDAYS

Employees shall be allowed Holidays as follows:

- | | | |
|--------------------------|---------------------|---|
| 1. New Year's Day | 5. Independence Day | 9. Thanksgiving Day |
| 2. Washington's Birthday | 6. Labor Day | 10. Christmas Day |
| 3. Easter Sunday | 7. Veteran's Day | 11. Floating Holiday - taken
upon mutual agreement |
| 4. Memorial Day | 8. Columbus Day | |

Employees who are scheduled to work a Holiday shall be paid at a rate of double time and one half (2 1/2) his applicable rate for that Holiday. Employees who are not scheduled to work a Holiday, which would be his scheduled day off, will be paid at a rate of straight time his applicable rate for said Holiday.

For the following to apply, the employee must have approval of the Chief of Police, at least seven (7) days prior to the Holiday:

An employee scheduled to work a Holiday, may take in lieu of Holiday pay at double time and one half (2 1/2), the Holiday off, or if not that day, another day off within that work week, at straight time pay at his applicable rate for that day specified. Holidays that fall on the employees regular scheduled day off, may take in lieu of straight time pay for that day, a different day off within the same work week, at straight time pay his applicable rate for that day.

SECTION 11 - SICK LEAVE

A) An employee covered by this agreement, contracting or incurring any sickness or disability not connected to his employment, which renders such employee unable to substantially perform the duties of his employment, shall receive sick leave with pay, at the rate of twelve (12) days per year of employment, providing he has been employed for at least three (3) consecutive months, by the City. Such sick leave may be accumulated to a maximum of one hundred and sixty (160) days.

B) To be eligible for paid sick leave, an employee shall notify the Department head as far in advance of the beginning of his next work shift as circumstances permit. If ill for a period of more than three (3) consecutive days, he shall supply the City with a doctor's certificate substantiating such illness in order to be paid thereof.

(Section 11 continued)

C) Sick leave shall not be paid unless:

- 1.) The employee notifies the employer as prescribed, and
- 2.) His illness or disability confines him to his residence, other than visits to his physicians office or a medical certificate must be furnished by or on behalf of the City during extended illness or disability.

D) An employee who's records indicate continual consumption of sick leave credits, may be required to take a physical examination at the City's expense. The City shall take such corrective steps as may be deemed necessary in individual cases, including where warranted, the suspension or discharge of an employee abusing the privilege, subject to applicable provisions of the Civil Service Laws.

E) Where an employee's illness or injury is covered by Workmen's Compensation or other form of "Insurance" provided by the City or other employer, at no cost to the employee, the employee must claim such other benefits first.

F) An employee who has notified his employer that he cannot report to work his assigned shift, shall be responsible to notify his employer within two (2) hours of his next scheduled work shift, whether or not he will be in for duty, The employer will not contact the employee.

SECTION 12 - WORKERS COMPENSATION

Employees unable to perform their duties due to a work related accident or injury, will be paid at his regular rate of pay, based on a forty (40) hour work week, for a period of six (6) months. At this time, extensive re-evaluation of the injury and work capabilities will be done in cooperation with Workers Compensation. The aforementioned time will not be deducted from the employees sick leave or vacation accrual in the event Workers Compensation benefits are received by the employee, such amounts shall be turned over to the City. If it is determined that the employee can not perform his duties for the foreseeable future, the employee will go on permanent disability, subject to workers compensation and/or Social Security Rules. The only payment then, the employee shall receive, will be from Workers Compensation and/or Social Security.

SECTION 13 - DISABILITY INSURANCE

Disability Insurance shall be provided by the City at no cost to the employee. The employee must claim such benefits when applicable. The employee will be paid at his regular rate of pay, based on a forty (40) hour work week, and this time deducted from his accrued sick leave. Disability benefits which an employee is entitled to, shall be computed into hours and credited to the employees accrued sick time by dividing the provided benefits by his hourly rate. The employee shall inform his employer of his condition on a weekly basis.

SECTION 14 - VACATIONS

Employees covered under this agreement shall become entitled to paid vacations as follows, for full time continuous service with the City:

After one year service	10 working days
After five years service	15 working days
After ten years service	20 working days
After twenty years service	25 working days

Vacation time may be taken in non-consecutive days, all vacation time taken must have the prior approval of the Chief of Police and must be applied for not less than ten (10) working days prior to the requested vacation day or days.

SECTION 15 - PAID MEALS

An employee working, (other than the DWI program), more than one and one half (1 1/2) hours beyond the termination of a regular shift or beginning work at least one and one half (1 1/2) hours prior to the commencement of his regular scheduled shift, shall be reimbursed for one meal as follows:

1. Breakfast \$ 7.50
2. Lunch \$ 8.50
3. Dinner \$ 9.50

SECTION 16 - EDUCATIONAL BONUS

Requirements for eligibility to receive the educational bonus, rates and restrictions on disbursements are as follows:

Completion of a two (2) year program and has been award an Associate Degree in Criminal Justice, or who gives proof of completing sixty credit hours in Criminal Justice from an approved College or University:

\$300.00

Upon receipt of a four (4) year, Bachelor of Science Degree in Criminal Justice:

\$500.00

Disbursement of the Educational Bonus shall be payable between January 1st and February 1st of each year. Employees meeting these requirements after February 1st will not receive the bonus disbursement until the following year.

SECTION 16A - CONTINUING EDUCATION

The employer shall provide, on an individual basis, pay up to one hundred percent (100%) of the cost of tuition and books for the courses completed at an approved institution of higher learning or vocational instruction by the employee. The course must be job related and have prior certification from the City Manager. The employee must maintain at least a "C" average to be eligible for this benefit.

SECTION 17 - PERSONAL LEAVE

Permanent appointed employees, after one year service, shall be permitted personal leave days not exceeding three (3) days in any one calendar year. Except for emergency situations, arrangements for personal leave shall be made by the employee with the Department Head forty-eight (48) hours prior to taking such leave and shall not be taken for less than two (2) consecutive hours. Personal leave is not to be taken as additional vacation time and only for the following reasons:

- A) Personal business of an urgent nature which can not be transacted outside regular business hours, this may include professional appointments and other business matters of a compelling nature which can not be attended to outside regular employment hours, or;
- B) Other matters which may be of a personal nature which the employee need not have to explain as to the nature of the business or other matters.

SECTION 18 - FUNERAL LEAVE

A) In the event of a death in the immediate family of the employee, consisting of a; spouse, parent, step-parent, child, sister, brother, grandparent, father-in-law, mother-in-law, employees shall be granted up to three (3) days leave of absence with pay for the days he would have otherwise worked, to make household adjustments or arrange or attend funeral services until the day of the funeral. The Department Head may grant, should there be any extenuating circumstances, which in his opinion warrant such an extension, providing the employee makes a written request for said extension. Said extension may be up to five (5) days total.

B) An employee shall be entitled to one (1) day leave in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or to act as a pall bearer for a funeral of a fellow employee.

C) Pay shall be based on the regular day's pay at the straight time rate.

D) In the even the employee is on vacation when the death in the immediate family occurs, vacation credits will not be charged against the employee for the funeral days to which he is entitled.

E) Proof for the above shall be given to the employer when requested.

SECTION 19 - RETIREMENT

Full time permanent employees will be covered by the twenty (20) year, one half (1/2) pay, retirement plan as in Section #384d of the State of New York Police and Fire Retirement System.

SECTION 20 - OVERTIME

Employees will be paid at a rate of time and one half (1 1/2)) of their hourly rate for hours worked in excess of eight (8) hours per day.

For the purpose of determining straight time and overtime, the;

STANDARD WORK WEEK shall be forty (40) hours from Sunday to Saturday, and the;

STANDARD WORK DAY shall be eight (8) hours, and the;

STANDARD WORK SHIFTS are:

A - Line or 11pm to 7am

B - Line or 7am to 3pm

C - Line or 3pm to 11pm

Equalization of overtime will be accomplished by use of a roster.

SECTION 20A - SENIORITY

Seniority shall be determined by date of permanent appointment. Where benefits in this contract are based on length of service, such service shall be calculated from the date of initial appointment, Badge numbers shall be assigned according to seniority.

SECTION 21 - SHIFT CHANGE

For each scheduled standard shift of eight (8) hours of work, the full time employee shall be allowed an overlap of shift, one quarter (1/4) hour before and one quarter (1/4) hour after the scheduled shift, to be paid to the employee at his overtime rate.

SECTION 22 - WORK OUTSIDE NORMAL ROUTINE

All job assignments will be posted five (5) working days prior to filling a position, allowing permanent employees to bid on same. In making assignments, seniority and qualifications must be considered.

SECTION 23 - IN-SERVICE TRAINING AND SCHOOLS

The City shall pay the costs of all meals and travel expenses, lodging and gasoline, when an employee is directed to attend a school of a special nature to improve to effectiveness of the Officer and the Department. Said schools, conferences and seminars must be mandated by law or the employee must be directed by the Department Head to attend said school, conference or seminar.

Above expenses to be paid for the schools, conferences or seminars which, due to their distance from the Department, can not be reasonably commuted to by the employee. Travel in excess of one hundred (100) miles of Sherrill, is to be considered excessive and warrants overnight lodging. Travel time shall be paid to the employee at his overtime rate if the attendance and travel exceed eight (8) hours.

To be reimbursed for expenses, the employee shall obtain from the City Manager, an approved reimbursement form prior to leaving or attending said school, conference or seminar.

SECTION 24 - MILEAGE ALLOWANCE

A travel allowance shall be paid to the employee. Said rate shall be that fixed by the City for each mile traveled, using the Police Department for calculating beginning and ending miles traveled in the event the employee is required to use his privately owned vehicle for work related Official Business.

SECTION 25 - SAFETY COMMITTEE

A Safety Committee consisting of two representatives of the Employer and two representatives of the P.B.A. is hereby established. The Safety Committee shall meet at least twice a year to examine or discuss the safety aspects of the Police equipment and make recommendations for changes to the City Commission and City Mayor. Committee time and input will be done on a voluntary basis of the employee.

SECTION 26 - PERSONNEL FILE

An employee will be given written notice of any additions or deletions to his Departmental File from his Superior Officer. An employee may review his file in the presence of the Chief of Police, or his designee, at a mutually agreed upon time.

SECTION 28 - P.B.A. DUES

The P.B.A. and City agree that the City will deduct from each employee's pay, two dollars (\$2.00) weekly. At the end of each month, the City will present the P.B.A. President with a check payable to the P.B.A. so the check can be deposited into the P.B.A. bank account.

SECTION 28 - MISCELLANEOUS

- A) In the event of an employee's death, the City shall pay to his estate, any and all accumulated vacation time, at his appropriate rate.
- B) Any employee scheduled to take a Departmental Promotional Examination and is scheduled to work a 3pm to 11pm or 11pm to 7am shift immediately preceding the exam, will receive the shift off with pay.

SECTION 28A - JURY DUTY

An employee who is required to serve on Jury Duty will receive his applicable rate of pay (shift differential not applicable) for said duty and any associated payments received by the employee for such duty shall be turned over to the employer. To qualify for payment while on Jury Duty, the employee must present proof of the Jury service to the Chief of Police, or his designee, as soon as reasonably possible.

SECTION 29 - EMPLOYEE BILL OF RIGHTS

When any Officer is under investigation or subjected to interrogation by his Commanding Officer, or any other member of the Police Department which could lead to punitive action, such interrogation shall be conducted under the following conditions; (for the purpose of this article, punitive actions are defined as any actions which may lead to dismissal, demotion, suspension, reduction of salary, written reprimand or transfer for the purpose of punishment).

A Police Officer who is under investigation must be informed of the Officer in Charge of the investigation and the names of the Officers who will be conducting the interrogation.

An Officer must be informed of the nature of the investigation before any interrogation commences. The information must be sufficient to reasonably inform the Officer of the nature of the investigation. The length of an internal interrogation must be reasonable, with rest periods called periodically for reasonable necessities, meals, telephone calls and rest.

A Police Officer will not be threatened with transfer, dismissal or other disciplinary action as a means of obtaining information concerning the incidents under investigation. An Officer will not be subjected to abusive language, or promised a reward as an inducement to answer questions.

A Police Officer under investigation must have the right to counsel or the right to have a representative of his Police Organization with him during an interrogation.

Any interrogation of a Police Officer, for a disciplinary violation, must be recorded mechanically or by stenographer, whenever reasonably available, and there will be no "off the record" questions put to him.

No Police Officer will be required to waive any constitutional rights granted him under the United States or State of New York Constitutions.

Nothing contained in this section shall be deemed to apply to any inquiry into the conduct of any employee if such conduct constitutes a criminal offense under the laws of the United States or the State of New York.

SECTION 30 - PERIOD OF AGREEMENT

During of this agreement shall become effective on January 1, 2003, at 00:01 A.M. and shall terminate on December 31, 2005, at 12:00 midnight.

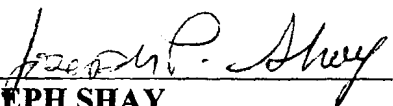
If any section, sub-section, clause, phrase or portion of this agreement, is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

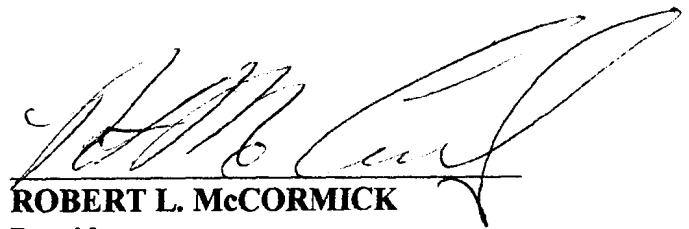
SECTION 31 - SUBSEQUENT AGREEMENT

If a new agreement has not been signed by midnight, December 31, 2005, the parties agree that all mandatory terms, provisions and benefits of this agreement shall remain in effect until;

- A.) A new agreement has been signed, or
- B.) As designated by law.

In witness thereof, the parties hereto have caused this agreement to be executed each by it's duly authorized representatives on this 6TH day of MAY, of the year Two Thousand Four.


JOSEPH SHAY
Mayor
City of Sherrill


ROBERT L. McCORMICK
President
Sherrill Police Benevolent Association