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Contract Database Metadata Elements

Title: **Watkins Glen, Village of and Policemen Association of Watkins Glen (2003)**

Employer Name: **Watkins Glen, Village of**

Union: **Policemen Association of Watkins Glen**

Local:

Effective Date: **06/01/03**

Expiration Date: **05/31/06**

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PEL / 7784

6/1/03 - 5/31/06

AGREEMENT

This Agreement, entered into this 3rd day of June, 2003, by and between the Village of Watkins Glen, New York (hereinafter referred to as the Village) and the Policemen Association of Watkins Glen, New York (hereinafter referred to as the Association).

WHEREAS, the Village has recognized the Association as the official bargaining unit for the Competitive Civil Service Patrolmen, and

WHEREAS, the Village and the Association have negotiated and come to terms agreeable to both parties for an Agreement covering the terms and conditions of employment of the Competitive Civil Service Patrolmen, and

WHEREAS, it is the desire of the Village and the Association that said Agreement be reduced to writing,

NOW, THEREFORE, it is hereby agreed between the parties hereto as follows:

RECOGNITION AND RIGHTS

RECOGNITION OF NEGOTIATION UNIT AND REPRESENTATIVE. The Village recognizes the Police Association as the exclusive collective negotiating agent for the permanently appointed Competitive Civil Service Patrolmen in the Police Department.

DURATION OF CONTRACT'S EXISTENCE

PERIOD OF AGREEMENT. 1) This agreement shall be for a term of three (3) years, commencing June 1, 2003, and ending at the close of business on May 31, 2006. 2) The parties hereto agree that on or before March 1, 2006, they will enter into negotiations in attempt to arrive at a new contract. This agreement, and any written amendment made and annexed hereto shall continue in full force and effect until midnight May 31, 2006, and unless written notice is given at least one hundred and twenty (120) days, but not more than one hundred sixty (160) days prior to June 1, 2006, by either party requesting a change or termination of the same, then it shall automatically continue in effect from year to year until such notice is given at least one hundred twenty (120) days but not more than one hundred sixty (160) days prior to May 31st of any subsequent year.

RECEIVED
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Handwritten notes:
Village 6/1/03
Assoc 6/1/03
PEL 6/1/03

FUTURE NEGOTIATION

The parties hereto agree to commence negotiation for the contract year 2006, and either party may give notice to the other in writing at least one hundred twenty (120) days prior to May 31st of said contract year 2006, of its intention to commence negotiation.

DEFINITIONS

ASSOCIATION OFFICER	-	Refers to officers or representatives of the Association
DEPARTMENT	-	Means the Police Department of Watkins Glen
DEPARTMENT HEAD	-	Means the Mayor of the Village of Watkins Glen
EMPLOYER	-	Means the Village of Watkins Glen
EXECUTIVE BOARD	-	Means the appointed and the elected officers of the Association, as defined in the Association By-Laws
FULL-TIME PATROLMAN	-	Means an individual hired by the Village under the Civil Service Classification of Patrolman-Police. This does not apply to the Civil Service Classification of Patrolman-Police, Part-time.
GRIEVANCE	-	Shall mean a claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement
GRIEVANCE COMMITTEE	-	Means a committee designated by the association to represent the employees
IMMEDIATE SUPERVISOR	-	Means the Police Commissioner
MEMBER OR EMPLOYEE	-	Means a full-time Civil Service Patrolman employed by the Police Department of the Village of Watkins Glen
RATE OF PAY	-	A member's "per-diem rate of pay" shall be determined by dividing the member's annual salary by 260; a member's "hourly rate of pay" shall be determined by the member's annual salary divided by 2080
SERVICE OR LENGTH OF SERVICE	-	Shall include full-time service with the Police Department of the Village of Watkins Glen

J O B C L A S S I F I C A T I O N

PERSONNEL, CLASSIFICATION RATES AND JOB DESCRIPTION

1. The Association shall represent full-time competitive Civil Service Patrolmen.

2. The Association does not represent the Commissioner of Police (Mayor) or part-time Patrolmen - Police.

CLASSIFICATION OF EMPLOYEES COVERED BY THIS AGREEMENT

There shall be two (2) classifications of Employees in the bargaining unit as follows:

- a. Provisional Employees: All employees shall be provisional until permanently appointed after Civil Service Examination and schooling is completed.
- b. Permanent Employees: Employees who have passed the appropriate Civil Service test or who have been given a permanent appointment by the Board of Trustees.

PROBATIONARY PERIOD

a. All new employees and employees who, on the effective date of this Agreement, have less than six consecutive months service shall be regarded as probationary employees until they have been employed, within the Department for a period of six (6) consecutive calendar months. Absence from work for any reason, except schooling required by law, shall not be included in calculating an employee's six (6) months probationary period, but in no event shall a probationary employee become permanent until he has completed four months of actual work experience. Probationary employees may be discharged at the sole discretion of the Employer.

b. Nothing in this Article shall require the Employer to continue the employment of an employee who fails to qualify for permanent employment.

PROBATIONARY APPOINTMENTS

The Association and the Village agree that the first six (6) months of a probationary appointment to the Police Department is deemed to be a trial period; the parties further agree that while a probationary appointee is entitled to all of the economic benefits and terms of this Agreement, such appointee is, nevertheless, subject to discharge from the Department by the Village for any reason deemed sufficient by the Village and such discharge, if it occurs, shall not be subject to the grievance procedure.

S A L A R Y P R O V I S I O N S

COMPENSATION

1. Salary Schedule. All full-time competitive Civil Service Patrolmen shall be compensated in accordance with the following schedule:

a. Base salary of \$27,500.00. It is the intent of this agreement that anyone hired during the term of this agreement will start at the base salary of \$27,500. *B.2A*

b. The salary increases will then be as follows:

- 1) Salary at completion of first year will be \$30,000.00. *14.123*
- 2) Salary at completion of second year will be \$32,500.00. *15.615*
- 3) Salary at completion of third year will be \$35,000.00. *16.827 16.13*
- 4) Salary at completion of fourth year will be \$37,500.00. *18.029 17.03*
- 5) Salary at completion of fifth year will be \$39,000.00. *18.75*

c. Patrolmen having completed their sixth year shall then receive an annual increase in salary. The increase for June, 2003 shall be five percent (5%), for June, 2004 the increase shall be three percent (3%), for June, 2005 the increase shall be three percent (3%).

2003
42000-00
3.2.15

- d. The Sergeant's pay shall be an additional \$3,000.00 per year.

SHIFT DIFFERENTIAL

An additional 40-cents per hour above the base hourly rate will be paid for hours worked between 3:00 p.m. and 11:00 p.m. An additional 50-cents per hour above base hourly rate will be paid for hours worked between 11:00 p.m. and 7:00 a.m.

LONGEVITY

In addition to the salary payments hereinabove provided, all full time competitive Civil Service Patrolmen will be paid longevity increases as follows:

Completion of sixth year to tenth year - \$1,000.00
Completion of tenth year to fifteenth year - \$1,250.00
Completion of fifteenth year to twentieth year - \$1,500.00

The longevity increase increments defined above shall be payable each year of the defined incremental years and shall not multiply each year during the increment. (For example, \$1,000 is payable for the 6th year of service, \$1,000 is payable for the 7th, 8th, 9th and 10th year of service. The \$1,000 does not add to the previous \$1,000 of the preceding year.)

MILEAGE AND EXTRA ACTIVITIES ALLOWANCE

A. Mileage

Effective June 1, 2003, through May 31, 2006, reimbursement for authorized use of personal car on Village business is at the then current IRS rate.

B. Extra Activities

Appearances compelled by subpoena or directed by superior officers before criminal courts, grand juries, petit juries, suppression hearing, motion practice and appellate matter and breath test, all in so far as they may relate to the regular and normal duties of a law enforcement officer and further including but not limited to the New York Liquor Authority, the New York State Investigation Commission and the New York State Department of Motor Vehicles will be compensated by a minimum of four hours, only when exclusively some time other than regularly scheduled working hours.

RETIREMENT BENEFITS

The Village of Watkins Glen will supply paid non-contributory "20 YEAR CAREER" Plan, Section 384-d retirement for full-time Patrolmen, under the New York State Retirement System, Plan number 384-d (one-half pay after 20 years of service).

VACATION

All full-time Patrolmen will receive twelve (12) days vacation after one (1) year of service and up to the fifth year of service; seventeen (17) days after completion of the fifth (5) year of service and up to the tenth year of service; twenty-two (22) days after the tenth (10) year of service and up to an including the twentieth year of service; one (1) day added for every year over twenty years with no cap. Patrolmen must take two (2) weeks vacation by law. Accrued vacation time beyond two weeks may be cashed in or vacation days can be accrued up to a maximum of fifty-five (55) days total.

HEALTH PLAN

The Village will pay ninety-two percent (92%) and the employee eight percent (8%) of the premium for Hospital, Medical/Surgical and Major Medical Insurance and the preferred series dental as is currently provided through Chemung County's Insurance Program for full-time Patrolmen who choose to participate and are eligible for either the individual or family plan. Any change from this insurance plan must be approved by both the bargaining unit and the employer.

The Village also agrees to provide a pre-tax contribution program designed to allow employees who so choose to pay the employee share of health insurance costs prior to the calculation of income tax, where consistent with State and Federal tax law. The covered employees agree to complete a coordination of benefits form by July 1st of each year, detailing all other health insurance policies in effect for themselves and covered family members.

HOLIDAYS

In each year of the contract, 2003-2006, full time competitive Civil Service Police Officers will be granted thirteen (13) paid holidays:

- | | |
|----------------------------|------------------------------|
| 1. New Year's Day | 7. Thanksgiving and the |
| 2. Martin Luther King Day* | 8. Day after
Thanksgiving |
| 3. Easter | 9. Christmas and the |
| 4. Fourth of July | 10. Day after Christmas |
| 5. Labor Day | 11. Presidents Day |
| 6. Columbus Day* | 12. Veterans Day |
| | 13. Birthday* |

* These Holidays are designated as "Floating Holidays"

- A. So far as practical and approved by the Officer in Charge or the Mayor, vacation and holidays may be taken any time throughout the year.
- B. No more than three (3) consecutive Holidays shall be taken as time off during any workweek and no more than three (3) Holidays shall be taken as time off in conjunction with any vacation time.
- C. Any holiday time left at the end of each Village calendar year will be transferred into a compensatory time account, compensatory time may be used as time off, but only used at the discretion of the Officer in Charge or Mayor. The maximum accrual allowable will be thirteen (13) days (104 hours), with no lump sum payment at anytime during employment or upon separation or retirement and shall be subject to A. and B. above.

CLOTHING AND EQUIPMENT ALLOWANCE

The Village of Watkins Glen will initially supply all full-time Patrolmen complete summer and winter uniforms consisting of the following for each category:

- 1. Four (4) pair of year-round trousers
- 2. Five (5) summer and five (5) winter shirts
- 3. One (1) summer hat
- 4. Two (2) pairs of shoes
- 5. Two (2) ties
- 6. One (1) jacket with the proper liner to convert to winter ware.

7. Complete leather goods consisting of:
 - a. Trouser belt
 - b. Gun belt
 - c. Cartridge case
 - d. Holster
 - e. Handcuff case
 - f. Nightstick holder
 - g. Mace container holder
8. At least one (1) pair of handcuffs
9. One (1) container of mace and/or tear gas
10. Complete rain gear, including boots
11. One (1) shirt badge, one (1) name plate, and all authorized patches prescribed
12. One (1) coat badge and one (1) hat badge

It is understood and agreed that the Village will provide and maintain said equipment and uniforms as needed.

It is understood and agreed that the clothing and equipment as herein provided for will not necessarily be replenished each and every year, but only as the same is actually needed by the individual Patrolman as mutually agreed between the Mayor and the Employee.

SCHOOLING AND TRAINING

All full-time Patrolmen will be sent to schools, training, seminars, etc., related to the Police field which are to his benefit and to that of the Employer's in the opinion of the Mayor and the Board of Trustees, and if it is held at a time that will not conflict with normal operations of the Department which are held in Zone 12. If possible, all Patrolmen will be trained and schooled for all Police related jobs in the Department. A written request will be submitted to the Mayor and he in turn will submit it to the Board of Trustees. The Board of Trustees will approve or disapprove request. The Village will pay for all material needed, all travel expenses to include meals, lodging, the IRS rate per mile travel allowance, and the officer's regular wage figured on an ordinary weekly basis.

Any Patrolmen trained in a special field such as photography, accident investigation, breath test operation, etc., will be used by the Department when needed before outside Department Specialists are requested.

WORK HOURS AND CONDITIONS

PAY PERIODS, WORK SHIFTS, SHIFT SCHEDULE

1. The standard pay period shall be bi-weekly.
2. The standard work shift shall be eight (8) hours, and there shall be three (3) shifts in each 24 hour period. The standard workweek shall be seven (7) consecutive days from Thursday through Wednesday.
3. All full-time Patrolmen will work their regularly assigned shifts, in accordance with a shift schedule to be worked out between the Village and the Mayor for each contract year.
4. The said shift schedule will require one (1) Patrolman on 11-7 shift work an extra 11-7 shift each one (1) week pay period. The shift schedule will also provide for each Patrolman to have one (1) full weekend (Saturday and Sunday) off each month.
5. Patrolmen who are scheduled to work holidays must work those days, but to be compensated as a regular paid holiday for the contract years.
6. Unless necessitated by personnel shortages in the Department, and insofar as otherwise practicable, no Patrolman shall be required to work more than one-hundred-seventy-one (171) hours in any four (4) consecutive pay periods [twenty-eight (28) consecutive days].
7. Each employee shall be allowed one (1) thirty (30) minute meal period in each eight (8) hour work shift.

OVERTIME PAY

Any Patrolman required to work, over eighty (80) hours in a bi-weekly pay period shall be compensated at the rate of one and one-half (1 ½) times his regular hourly rate of pay. All overtime hours will be paid in the bi-weekly pay period in which it was worked.

Scheduled vacation, holiday and compensatory time shall be included in calculating hours worked during a bi-weekly pay period.

Full-time Patrolmen shall have first refusal on overtime created from sick days.

SUBSTITUTION

The practice of one employee voluntarily working for another shall be continued provided:

- a. Such substitution does not impose additional cost to the Department
- b. Such substitution is within rank only
- c. The superior officer under whose jurisdiction the substitution will occur is notified in advance and such request is approved by the Mayor
- d. Neither the Department nor the Employer shall be held responsible for enforcing any agreement made between the Employees.

NATURE OF LAW ENFORCEMENT WORK

By its very nature, law enforcement is a constant responsibility twenty-four (24) hours a day in all seven (7) days of the week. In order to cover these continuous hours, it is necessary to schedule Police Officers on tours of duty or shifts, which include the nighttime and the weekends in addition to the normal Employee workdays. The days of the week and hours of the day when a Policeman is scheduled to be on duty may vary from the duty of other officers, but insofar as possible, shall conform to the shift schedule referred to above.

JOB CHANGE

Moving from a non-competitive position to a competitive position within the Department will result in no loss of seniority.

FUNERAL LEAVE

Each member of the Association shall have three (3) days off, with pay, due to the death of a member of the member's immediate family to coincide with calling hours and burial. For the purpose of this section, immediate family shall be deemed to include the following only: child, spouse, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and grandchildren. The Board must be notified of funeral leave.

SICK LEAVE

All full-time Civil Service Patrolmen will be entitled to a maximum of 18 sick days per year, accumulative to a maximum of two hundred-ten (210) days. Patrolmen shall receive their regular salary during any such period of sick leave.

Unused accumulated sick days will be payable at retirement in the form of a contribution to Employee's payment of health insurance, under the following conditions:

All unused sick time at retirement will be used to pay for fifty percent (50%) of health insurance until sick time is exhausted. The amount available for this will be computed by multiplying hourly rate at time of retirement by eight hours per day times the number of sick days remaining on the books. After all sick time is exhausted, health insurance will be paid at fifty percent (50%) by the Village and fifty percent (50%) by the retiree. In the event of death of retiree, unused sick time will continue to pay for health insurance for the spouse at one hundred percent (100%) until exhausted, and then fifty percent (50%) by the Village and fifty percent (50%) by the spouse.

PERSONAL LEAVE

1. All Patrolmen shall be allowed five (5) days personal leave per year. An Employee may be absent from his/her job for personal reasons for a maximum of five (5) days, which will be deducted from sick days. In the event the MEA contract increases the number of allowable personal days in their contract, the days allowed in this contract will increase to the same number as the MEA contract employees. A decrease in personal days in the MEA contract shall not affect this contract.

2. Employees shall notify the Mayor in writing when they intend to be absent for a personal day with as much advance notice as possible.

3. In an emergency condition/situation, a written notification after leave has been taken is permitted.

SPECIAL PROVISIONS RELATIVE TO SICK LEAVE

1. Sick leave allowed in one-half (1/2) day units.

2. After three (3) days of illness or disability, a doctor's certificate is necessary to return to work.

3. Sick leave is allowed to be used by the Employee for his or her own dental appointments or medical appointments or examinations.

4. An Employee may use a maximum of five (5) days per year of his accrued sick leave for the purpose of family health care.

5. Employees under Disability Insurance - Off job illness or injury: shall receive full wage or salary for the first five (5) days of illness or disability. After first five (5) days, Employer to pay the difference between Employee's weekly indemnity payment and Employee's regular wage or salary until benefits which are applicable under the items hereinabove providing for sick leave accumulation are exhausted. It is understood and agreed that the benefits provided for in this paragraph are figured in allowable days and not in salary amounts so that an Employee who had accumulated the maximum two-hundred-ten (210) days of sick leave would receive full wage or salary for the first five (5) days of illness and partial wage or salary for an additional two-hundred-five days, which partial payment would be the difference between the Employee's weekly indemnity payment and the Employee's regular wage or salary. In no event, however, shall the Employer pay or advance the full amount of the Employee's wage or salary after the first five (5) days of illness or disability, once the employee has filed for Disability Insurance.

6. Employees injured or become ill because of job and are eligible for Workers' Compensation benefits (Hospital Insurance is non-operative in Workers' Compensation cases):

a. Full wage or salary for first five (5) days.

b. After first five (5) days, Employer to pay difference between Workers' Compensation benefits and Employee's wage or salary until benefits which are applicable under the items hereinabove providing for sick leave accumulation are exhausted.

c. It is understood and agreed that the benefits provided for in this section are figured in allowable days and not in salary amounts so that an Employee who had accumulated the maximum two-hundred-ten (210) days sick leave would receive full wage or salary for the first five (5) days of illness and partial wage or salary for an additional two-hundred-five (205) days, which partial payment would be the difference between Workers' Compensation benefits and the Employee's regular wage or salary.

d. In no event, however, shall the Employer pay or advance the full amount of the Employee's wage or salary after the first five (5) days of illness or disability under a worker's compensation claim.

RULES AND REGULATIONS OF THE DEPARTMENT

The Mayor will provide each Employee a copy of the current Rules and Regulations of the Police Department, and a copy will be posted at the Police Department. All Patrolmen will be expected to have read and understood the current Rules and Regulations, and to abide by them.

GRIEVANCE PROCEDURE

For the purpose of this contract, the word "Grievance" means any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

A. The grievance procedure shall consist of the following three (3) steps:

1. The Employee presents his grievance to the Immediate Supervisor who shall, to such extent as he may deem appropriate, consult with the Board of Trustees.

The discussion and resolution of grievance at the first stage shall be on an oral and informal basis. The immediate supervisor shall render his determination to the aggrieved Employee within ten (10) calendar days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at the first stage, such Employee may proceed to the second stage.

2. Within an additional ten (10) days from receipt of the Immediate Supervisor informal disposition of the grievance, the Employee shall present his grievance in writing to the Board of Trustees. The Board will study the written facts of the case and present its determination in writing thereof to the Employee within ten (10) calendar days of the receipt of the written grievance. If such grievance is not satisfactorily resolved at the second state, such Employee may proceed to the third stage.

3. Within an additional ten (10) days after receipt by the Employee of the Mayor's and Board of Trustees' written determination of the grievance, the Employee may submit the Grievance to the Board of Trustees by delivering a copy thereof to the Village Clerk. The Employee must notify the Mayor of the

beginning of the third stage at the time of the service upon the Village Clerk, after which time the Mayor will have an additional ten (10) days to submit his findings and determinations to the Board of Trustees. The Board of Trustees will review the matter, and if it feels it necessary, schedule a hearing to be attended by the Employee and the Mayor. In any event, the Board of Trustees must decide the matter within thirty (30) calendar days of the receipt of the Mayor's report and notify the Employee and the Mayor of its disposition in writing, stating the reasons therefore within an additional five (5) calendar days.

B. The grievance procedure for any alleged grievance must be instituted within ten (10) calendar days of the incident and the grievance steps must be taken by the Employee within the time limits set forth herein, or the Employee waives any grievance.

C. If the Employee so chooses, he may be aided and accompanied by a representative of his choice at any stage of the grievance procedure.

D. In the event that an agreement cannot be reached between the Employee and the Village Board, the grievance will be settled through binding arbitration, as required by law.

PAYROLL SAVINGS


The Village will supply a system of payroll savings for any member of the Department so desiring to join. Payroll savings plan could be either specified amount placed in member's savings account or U.S. Savings Bonds obtained by withholding a specified amount from the Employee's pay at his request to take part in such a program.

AMENDMENT

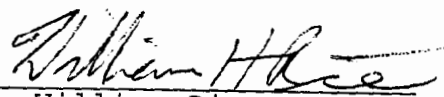
This Agreement shall be subject to amendment at any time by mutual consent of both parties hereto. Any such amendment agreed upon shall be reduced to writing, and signed by the parties hereto. A proposed amendment will not be acceptable without the consent of both parties.

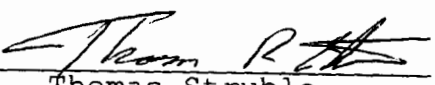
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this ____ day of June, 2003.

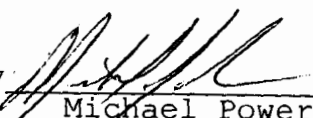
VILLAGE OF WATKINS GLEN

By 
Robert H. Lee, Mayor

POLICEMEN ASSOCIATION

By 
William Rice

By 
Thomas Struble

By 
Michael Powers

By 
Steven Decker