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Contract Database Metadata Elements

Title: **Cooperstown, Village of and Cooperstown Police Benevolent Association (PBA) (2003)**

Employer Name: **Cooperstown, Village of**

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

Local:

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

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2/03 - 5/31/04

AGREEMENT

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7547

This agreement made and entered into this 24th day of June, 2003, by and between the Village of Cooperstown, Otsego County, New York, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as the VILLAGE, and the Cooperstown Police Benevolent Association, hereinafter referred to as the PBA.

WITNESS

Whereas, both parties are subject to terms of New York State Employees Fair Employment Act, often referred to as the Taylor Law, which became effective September 1, 1967, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by agreement of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

ITEM # 1 PBA RECOGNITION AND CHECK OFF

The VILLAGE recognizes the PBA as the negotiation representative of its members with respect to the terms and conditions of employment for the term of this agreement.

The PBA shall indemnify the VILLAGE and hold it 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 for the purpose of complying with this article.

ITEM # 2 BASE SALARIES

PBA	6/01/03-5/31/04		3%
	Annual	Hourly	
Probationary	25,825.35	12.4160	
Grade 4	27,694.13	13.3145	
Grade 3	31,249.97	15.0240	
Grade 2	33,014.92	15.8726	
Grade 1a	35,636.39	17.1329	
Grade 1b	38,257.86	18.3932	
Grade 1c	40,074.73	19.2667	

6/1/03 - 5/31/04

SERGEANT PAY - \$900.00 additional per year.

Anniversary date is the anniversary of the first day of employment of the officer by the VILLAGE.

Promotion to Grade 4 will be made at the end of the probationary period and successful completion and graduation from basic police schooling.

Promotion to Grades 3 and 2 will be following one additional year service each from the date of the last Promotion.

Promotion to Grade 1a will be at the start of the fifth (5th) year of service and will end with the completion of the Ninth (9th) year of service.

Promotion to Grade 1b will be at the start of the tenth (10th) year of service and will end at the completion of the fourteenth (14th) year of service.

Promotion to Grade 1c will be at the start of the fifteenth (15th) year of service and will end at the completion of the twentieth (20th) year of service.

Officers will remain at Grade 1c after twenty years of service.

ITEM #3 LONGEVITY

The following amount will be added to the base salary in recognition of years of service for officers hired prior to June 1, 1992:

Starting 5th year to completing 9th year	800
Starting 10th year to completing 14th year.....	1,100
Starting 15th year to completing 15th year.....	1,400
Starting 16th year to completing 16th year	1,500
Starting 17th year to completing 17th year.....	1,600
Starting 18th year to completing 18th year.....	2,400
Starting 19th year to completing 19th year.....	3,600
Starting 20th year to completing 20th year.....	3,800

The following amount will be added to the base salary in recognition of years of service for officers hired after June 1, 1992:

Starting 5th year to completing 9th year.....	800
Starting 10th year to completing 14th year.....	1,000
Starting 15th year to completing 19th year.....	1,500
Starting 20th year to completing 20th year.....	2,500

The longevity payment will remain at the 20th year level for years worked after 20 years. The longevity payment will be paid on the first pay day following June 1st each year of the agreement.

ITEM #4 NIGHT DIFFERENTIAL

An officer shall be paid an additional \$1.25 per hour for hours worked between 4:00 p.m. and 8:00 a.m.

ITEM #5 EDUCATION BENEFITS

Upon satisfactory completion of degree requirements at an accredited college or university a premium will be added to the base salary. This premium will be added only upon the authorization and recommendation of the Police Committee. In no event will this premium be available to a probationary officer. The premium for an Associates Degree will be \$250. The premium for a Bachelors Degree will be \$500.

ITEM #6 SICK LEAVE

Sick leave will be granted as follows:

Officers covered by this agreement will be credited with twelve (12) PAID sick days per year of employment. Unused sick leave at the end of the year shall carry over and accumulate to a total of one hundred sixty-five (165) days.

Sick leave will be subject to the following conditions:

1. Sick leave has been established for the purpose of giving financial aid to officers who are absent from work due to personal illness or disability; therefore, sick leave must be used only for personal illness or disability of the employee.
2. An officer who makes a false claim for sick leave benefits, or in any way misrepresents his claim for sick leave benefits, shall be suspended from work without pay for a period of five (5) days and all accumulated sick leave credit for such employee shall be cancelled as of the date of the first day of his suspension from work. An officer who has returned to work, after being suspended for aforementioned reasons, shall be eligible to have sick leave credited to his account in the same manner as provided herein for new officers.
3. Any officer who makes repeated falsifications and/or misrepresentations of claims for sick leave benefits shall be dismissed from employment.
4. For new officers, the first sick leave credit shall be added to such officer's account on the first day of the first month following his employment.
5. No sick leave credit shall be added to an officer's account during a continuous absence of thirty (30) or more calendar days. After an officer has returned to work following a continuous absence of thirty (30) days, sick leave credits shall be then added to his account starting on the first day of the complete month following his return to work.
6. Sick leave credits shall not be added to or held in reserve for the sick leave account of an officer who has accumulated the maximum amount of sick leave credits.
7. Sick leave credits shall be added to the account of an officer who has accumulated the maximum sick leave credits only as such accumulated credits are used. Credits shall then be added in the same manner as stated.
8. To receive the benefits of sick leave payments an officer must observe the following

procedures:

- A. When an officer claims sick leave he must report the absence to the VILLAGE Police Department two hours prior to the start of his assigned shift.
 - B. Before returning to work following a protracted illness or disability of five (5) or more work days, the officer must furnish a statement from a doctor stating the officer has recovered from the illness or disability to the extent that the officer is able to resume his regular duties.
9. Sick leave benefits shall not be paid for any absences from work due to an occupational injury or illness which is covered by Workman's Compensation.
10. Any accumulated sick leave credits not used prior to retirement or termination of an officer for any reason shall be voided on the date of such retirement or termination of employment and no sick leave benefits shall be paid to the officer thereafter.
11. For purposes of paying sick leave benefits, an officer's shift will be considered. For an officer who is normally assigned second or third shift, the sick pay will include the night differential to the extent of the officer's shift assignment. For example, in the case of an officer who is normally assigned the 4:00 p.m. to 12:00 a.m. shift four days and the 8:00 a.m. to 4:00 p.m. shift one day, four-fifths or (80%) of the premium will be added to the base hourly rate to calculate the sick pay.
12. Sick Leave Bank:
- A. The Village shall establish a sick leave bank. The purpose of the sick leave bank is to aid bargaining unit members who suffer a period of prolonged illness, regardless of the medical condition or conditions causing the illness, and whose sick leave becomes exhausted during an extended period of illness.
 - B. Employees may become members of the bank by banking one of their own accumulated sick leave days to the bank upon their initial enrollment and one additional day each year thereafter as deemed necessary by the Board of Review. Such donations shall be made by means of filing a signed authorization statement with the Personnel Officer not later than January 31st of each year. Membership shall continue each year until the member notifies the Personnel Officer of his/her voluntary withdrawal but shall in no case continue into a new year without a contribution unless deemed necessary by the Board of Review. Employees must have a minimum of five (5) days accrued to become a member of the Bank.
 - C. The participant must have been sick for twenty (20) consecutive work days prior to commencement of sick leave bank benefits.
 - D. The maximum number of days to be held in and available from the sick leave bank in any one year shall be equal to the total number of days contributed by the employees and shall not exceed one hundred (100) days.
 - E. In the instance of a period of prolonged illness, and upon approval by the Village Board of Trustees, an application with adequate justification (which shall include

verification by a physician), a member of the bank whose sick leave accumulation has been exhausted, shall be entitled to draw up to eighty (80) days against the sick leave bank. There must be days available in the sick leave bank to use. The Board of Trustees shall have the right to have a physician of its choosing verify the medical condition.

F. Upon separation from Village employment, a bargaining unit employee shall forfeit sick leave days previously contributed to the sick leave bank.

G. Any balance in the sick leave bank remaining on December 31st of each year shall be carried over to the sick leave bank for the following year. However, the Bank shall not exceed a total of seven hundred fifty (750) days.

H. In all cases, the Board of Review shall make the final determination of approval or disapproval of an employee's application. An appeal from the Board's decision will not be entertained nor will a grievance filed under this Article be honored.

I. The Board will review all outstanding applications and grants on a monthly basis.

J. The sick leave bank shall not apply to a situation where Worker's Compensation shall apply.

K. An employee who earns sick leave credits, while on extended sick leave and using sick leave bank credits shall be permitted to retain one day's credit. Any additional credits earned must be used by the employee as the credit is earned, before the employee may use a sick leave bank credit. Any sick leave bank credits which are not used by the employee, as a result of the accrual and use of personal sick leave credits, shall be returned to the sick leave bank.

ITEM # 7 HOSPITALIZATION

Permanent full-time officers of the VILLAGE shall be eligible for coverage for themselves and all their eligible dependents under one of two plans offered by the VILLAGE; 1) Bassett Plus plan of Blue Cross/Blue Shield or 2) MVP Health Plan under the following conditions:

1. The VILLAGE shall continue to pay the full premium of permanent full-time VILLAGE officers who were hired prior to June 1, 1992 and were continuously employed up to June 1, 2000.
2. For permanent full-time VILLAGE officers hired on or after June 1, 1992 the following employer-employee co-participation system shall apply.

- A. The Term "Health Premium Margin" (or HPM shall be used to signify the monetary difference between the VILLAGE provided health premium rate effective June 1, 1992 and an officer's current premium rate.
- B. During an officer's first year of unbroken, full-time service the officer shall pay 35% of the Health Premium Margin(HPM). The VILLAGE will pay the premium which was in effect June 1, 1992 plus 65% of the HPM.
- C. During an officer's second year of unbroken, full-time service the officer shall pay 30% of the HPM. The VILLAGE shall pay the June 1, 1992 rate plus 70% of the HPM.
- D. During an officer's third year of unbroken, full-time service the officer shall pay 25% of the HPM. The VILLAGE shall pay the June 1, 1992 rate plus 75% of the HPM.
- E. During an officer's fourth year of unbroken, full-time service the officer shall pay 20% of the HPM. The VILLAGE shall pay the June 1, 1992 rate plus 80%of the HPM.
- F. During the officer's fifth year of unbroken, full-time service the officer shall pay 10% of the HPM . The VILLAGE shall pay the June 1, 1992 rate plus 90% of the HPM.
- G. During on officer's sixth year and thereafter of unbroken, full-time service the officer shall pay 0% of the HPM. The VILLAGE shall pay 100% of the HPM.

H. Effective premium rates as of June 1, 1992 were:

	Community Health Plan (CHP)	Blue Cross / Blue Shield
Individual	123.18	135.53
Family	322.27	379.05

- 3. The Village will continue to pay the co-payment of prescription drug programs less \$1.00 per prescription.
- 4. Officers on the payroll as of May 1, 1988, who achieve twenty (20) consecutive years of service shall be allowed to continue the same or equal coverage and conditions in effect on their last day of employment into retirement by applying in writing to the Village.

ITEM # 8 HOLIDAYS

Officers covered by this agreement shall be entitled to thirteen (13) holidays per year as follows:

New Years Day*	Labor Day	M. L. King Day **
Independence Day	Thanksgiving	Christmas
Veterans Day	Memorial Day	Member's Birthday
Presidents Day	Columbus Day	Elective Holidays (2)

* However, an officer has the option of electing either New Years Eve or New Years Day as a holiday.

** However, an officer has the option of electing either M. L. King Day or Easter as a holiday.

Officers who are scheduled to work on any of these holidays, except elective holidays, and do so work, shall receive pay at the rate of one and one-half times their regular wage and will be allowed a day off in lieu of the holiday worked.

An officer may carry over a maximum of five unused days of holiday leave into a succeeding year.

ITEM #9 PERSONAL LEAVE

Officers covered by this agreement may use up to three (3) days paid leave in a fiscal year for personal business, including religious observances which for compelling reasons require the officer to absent himself from work. This personal leave will not be charged against any other leave credits. Personal leave may not be used in place of or to extend vacation, sick leave, time off, or paid holiday except on prior approval of the police chief.

Personal leave is not earned but rather it is to aid an officer in time of need.

Personal leave may be used only at times convenient to the department and approved by the police chief. Request for personal leave must be made at least three (3) days in advancement of the beginning of the leave and must state the reason for the request.

Personal leave will not carry over from one year to the next.

ITEM #10 BEREAVEMENT

An officer covered by this agreement may be granted three (3) work days off with pay in the event of the death of an immediate family member, limited to a parent, spouse, brother, sister or child of the officer. An officer covered by this agreement may be granted one (1) work day of with pay in the event of the death of other relatives.

ITEM # 11 CALL-IN TIME

An officer covered by this agreement who is called in to work when they are off duty will receive a minimum of four (4) hours pay.

ITEM #12 COURT TIME

An officer who is required to appear at court while off duty will receive a minimum of three (3) hours pay.

ITEM #13 ON CALL TIME

An officer working on an "on call" basis will be paid one half (1/2) of the actual time he is on call.

ITEM #14 VACATION TIME

Officers hired full-time prior to June 1, 1992 will be granted paid vacation according to the following schedule following the completion of:

(1) one year of continuous employment	10 days
(5) five years of continuous employment	15 days
(10) ten years of continuous employment	20 days
(15) fifteen years of continuous employment	25 days
(16) sixteen years of continuous employment	26 days
(17) seventeen years of continuous employment	27 days
(18) eighteen years of continuous employment	28 days
(19) nineteen years of continuous employment	29 days
(20) twenty years of continuous employment	30 days
MAXIMUM VACATION	30 Days

Officers hired after June 1, 1992 will be granted paid vacation according to the following schedule following the completion of:

(1) one year of continuous employment	10 days
(5) five years of continuous employment	15 days
(10) ten years of continuous employment	18 days
(15) fifteen years of continuous employment	22 days
(20) twenty years of continuous employment	26 days

Vacation time will not accumulate from one year to the next.

Requests for vacation time must be presented to the police chief for approval at least one (1) month prior to the time the vacation time is to be taken, except in unusual circumstances as approved by the police chief.

Vacation will be scheduled so as not interfere with the work of the department and not to cause the VILLAGE unnecessary expense.

For the purpose of paying vacation pay the officer's shift will be considered. If an officer is normally assigned second or third shift, vacation pay will include the night differential to the extent of the officer's shift assignment. Example: if an officer is normally on the 4:00 p.m. to Midnight shift four days and 8:00 a.m. to 4:00 p.m. for one day, four-fifths (80%) of the night differential will be used in the calculation of vacation pay. Other combinations of normal shift assignments will be treated in like fashion.

ITEM #15 UNIFORM ALLOWANCE

Each officer covered by this agreement will be provided an allowance of up to \$325 for the replacement of uniform parts and to defray the cost of dry cleaning of the uniform, subject to the approval of the police chief. The uniform will remain the property of the VILLAGE and will be returned to the VILLAGE upon termination of employment.

ITEM #16 RETIREMENT

From June 1, 2000 to May 31, 2003, the VILLAGE will continue to provide each officer enrollment in the New York State Policemen and Firemen Retirement plan 384-(d) which provides retirement after twenty (20) years of employment and is non-contributory.

ITEM #17 WORK IN EXCESS OF NORMAL TOUR (OVER-TIME)

The VILLAGE will compensate officers to the extent mandated by law all work in excess of forty (40) hours in a pre-arranged seven (7) day work week at a rate of one and one-half the normal rate of pay. Officers will have the option of receiving premium pay or compensatory time off, within the confines of the Fair Standard Labor Act.

ITEM #18 FULL TIME OFFICERS

The VILLAGE will man the police department with adequate personnel to insure the safety and integrity of its residents and the officers of the department..

ITEM # 19 MISCELLANEOUS

Officers covered by this agreement will be paid on a weekly basis.

Personal possessions--including, but not confined to, eyeglasses and watches--that are destroyed or rendered useless as a result of physical confrontations while an officer is discharging his official responsibilities, will be replaced by the VILLAGE.

ITEM # 20 VACANT SHIFT COVERAGE

For the purpose of offering equal opportunities to earn overtime pay, the Village shall establish a wheel consisting of the full-time officers.

The first time that a shift becomes vacant and it has been deemed that the shift be covered and part-time officers are unable or unavailable to work the shift, the most senior officer shall be offered the option of working said shift.

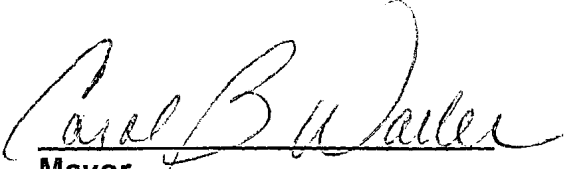
If the most senior officer is unable or unavailable to work the shift it will then be offered to the next most senior officer and continue around the wheel to the least senior officer.

Thereafter each time that a shift becomes vacant and part-time officers are unable to or unavailable to work, the shift will be offered to the next officer on the wheel.

The Village will make the same reasonable and consistent effort to contact each officer to cover a vacant shift and each officer shall be allowed the same reasonable and consistent amount of time to respond to the offer to cover the vacant shift.


This agreement shall become effective June 1, 2003 and shall expire on May 31, 2004.

VILLAGE OF COOPERSTOWN



Mayor

COOPERSTOWN PBA



President

Pba01-03.dot

**SEPT. 2003
GROUP HEALTH INSURANCE
PAYMENT BY PBA EMPLOYEES
HIRED AFTER JUNE 1, 1992**

		Bassett Plus Family	Single	MVP Family	Single	
Sept. 2002 Monthly Rate		654.23	258.03	701.79	270.95	
Employee Pays Difference Bassett+ & MVP						Family
9/2004 Village Paid Rate Increase						
June 1992 Monthly Rate						701.79
HPM Health Premium Margin		198.63	82.16	311.36	121.43	654.23
						47.56
						Single
						270.95
Employee Pays Percent of HMP						258.03
First Year	35%	69.52	28.76	156.54 *	55.42 *	12.92
Second Year	30%	59.59	24.65	140.97 *	49.35 *	
Third Year	25%	49.66	20.54	125.40 *	43.28 *	
Fourth Year	20%	39.73	16.43	109.83 *	37.21 *	
Fifth Year	10%	19.86	8.22	78.70 *	25.06 *	
Sixth Year & thereafter	0%	0.00	0.00	47.56 *	12.92 *	
*Includes difference BC/BC & MVP						
Village Pays Balance						
First Year		584.71	229.27	545.25	215.53	
Second Year		594.64	233.38	560.82	221.60	
Third Year		604.57	237.49	576.39	227.67	
Fourth Year		614.50	241.60	591.96	233.74	
Fifth Year		634.37	249.81	623.09	245.89	
Sixth Year & thereafter		654.23	258.03	654.23	258.03	

