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**COLLECTIVE  
BARGAINING  
AGREEMENT**

by and between the

**VILLAGE OF PERRY**

and the

**CIVIL SERVICE  
EMPLOYEES  
ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**Village of Perry Police Unit  
Wyoming County Local 861**

**June 1, 2005 – May 31, 2009**

# Collective Bargaining Agreement

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# 1 PREAMBLE

## 1.1 Parties to Agreement

1.1.1 The purpose of this Collective Bargaining Agreement is to promote harmonious and cooperative relationships between the Employer and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government. This Collective Bargaining Agreement is made between the Village of Perry, New York (hereinafter referred to as the "Employer" or "Village"), and Civil Service Employees Association, Inc., Local 1000, AFSCME, the certified Union for the Village of Perry Police Unit of Local 861 (hereinafter referred to as "CSEA" or "Union").

## 1.2 Terms and Conditions of Employment

1.2.1 It is the intent of the parties hereto to set terms and conditions governing wages, hours of work and other terms and conditions of employment to be observed by both parties. Now, therefore, it is mutually agreed as follows:

# 2 UNION RIGHTS

## 2.1 Recognition

2.1.1 **Recognition:** The Employer recognizes the Union as the sole and exclusive representative for all employees covered under the bargaining unit as set forth in 2.1.2 of this Collective Bargaining Agreement for the purpose of collective negotiations to determine wages and other terms and conditions of employment, processing and settling grievances, and administering the terms and conditions of employment contained in the Collective Bargaining Agreement. The Union shall have the sole and exclusive representation rights for the terms of the Collective Bargaining Agreement.

2.1.2 **Bargaining Unit:** The Collective Bargaining Unit shall consist of all investigators, Sergeants, and full-time and part-time patrolmen in the Village of Perry Police Department, excluding temporary employees, the Police Chief, Assistant Chief, Secretary to the Police Department, and all other employees.

2.1.3 **Unit Clarification:** In the event the Employer and the Union cannot agree on the appropriate unit placement for new titles, the NYS Public Employment Relations Board procedure for unit clarification and/or unit placement shall be used to resolve the dispute.

2.1.4 **Supervisors:** The Police Chief, after consultation and approval of the Village Board, shall have the authority to establish a list of all employees indicating who shall be officer in charge during a tour of duty. The Police Chief and Assistant Chief may perform police work to meet the operating needs of the department.

## **2.2 Union Membership/Agency Shop**

**2.2.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the President of the bargaining unit. Thereafter, the Union will forward the authorization to the Village. The Employer agrees to deduct regular membership dues from the wages of employees who have signed appropriate payroll deduction authorization cards permitting such deductions and to remit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agent on a monthly basis.

**2.2.2 Agency Shop:** The Union having been certified as the exclusive representative of employees covered under the collective bargaining unit set forth in 2.1.2 of this Collective Bargaining Agreement shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members.

The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that he/she is now transmitting the dues paid by employees who are members. All Agency Shop Fee deductions shall be accompanied by a list indicating the name and address of those employees who are not members of CSEA.

**2.2.3 Employee List:** The Employer shall furnish the CSEA with a complete list of names, home addresses and position titles of all employees in the negotiating unit covered by this contract. Furthermore, the Employer agrees to update the list at least quarterly, upon request, by providing the Union with the names, home addresses, and position titles of newly hired, reinstated, and transferred employees, as well as employees who terminated employment in the negotiating unit.

**2.2.4 Indemnification Clause:** The Union agrees that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section and that the Union shall indemnify the Employer and hold it harmless from any and all claims, demands, actions, proceedings or any other form of liability which may arise out of or by reason of the deductions provided for in this article.

## **2.3 Leave for Contract Administration**

**2.3.1 Investigation and Presentation of Grievances:** The President of the bargaining unit, or designee, shall be allowed necessary time off, without loss of pay or leave credits, while directly involved in the manner provided in the grievance procedure and to attend conferences and hearings of the New York State Public Employment Relations Board. The President, or designee, shall advise the Police Chief, or designee, of the grievance and shall schedule the activity at a time mutually agreeable to all, including the Chief. The President, or designee, will report back to the Police Chief, or designee, when his/her part in the grievance has been completed.

## **2.4 Leave for Union Conferences**

**2.4.1** The President of the bargaining unit, or designee, shall be allowed to use three days each year, without loss of pay or leave credits, for attendance at conferences, meetings, and workshops of the Union or any of its affiliates. Use of such leave for attendance at conferences, meetings, workshops, etc. shall be scheduled with the approval of the Police Chief, or designee, at least two weeks in advance. The President of the bargaining unit, or designee, may at his/her option use paid time off such as vacation or personal leave for any additional days engaged in such activity.

## **2.5 Leave for Negotiations**

**2.5.1** Up to two designated representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Village.

## **2.6 Bulletin Board**

**2.6.1** The Employer agrees to provide a bulletin board for the exclusive use of the Union at a place of assembly of employees. The bulletin board may be used by the Union for the purpose of announcing meetings, special events, election of officers, and similar materials issued by CSEA, not derogatory in nature, which shall be signed by the designated official of CSEA. There shall be no bulletin board space reserved exclusively for the use of any other employee organization for bargaining unit employees.

# **3 MANAGEMENT RIGHTS**

## **3.1 Management Rights**

**3.1.1 Management Rights:** The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and services to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Collective Bargaining Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees; to hire, layoff, assign, transfer, promote, demote and determine the qualifications of employees; to determine the schedule of its various departments; to make, publish and enforce rules and regulations, including work rules and productivity standards; and to determine the Employer's mission and policies, and the method and means by which its missions and policies will be carried out.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in the Employer. Any and all rights, powers and authority which the Employer had prior to entering into this Collective Bargaining Agreement are retained by the Employer, except as expressly and specifically modified by this Collective Bargaining Agreement.

**3.1.2 Sub-Contracting:** The Union recognizes the right of the employer to subcontract out any of the duties and responsibilities presently performed by members of this bargaining unit; however, the Employer recognizes and agrees to notify the President of this bargaining unit as to the decision to subcontract and to negotiate, upon request by the Union, the impact of that decision on the affected employees. At least ninety calendar days prior to outsourcing bargaining unit work, the Union will be allowed to present alternatives to the outsourcing.



## 4 EMPLOYEE RIGHTS

### 4.1 Probation

**4.1.1 Length of Probationary Period:** The probationary period for a full-time employee or part-time employee will be in accordance with the rules for the administration of the civil service law in the County of Wyoming.

**4.1.2 Failure to Successfully Complete Probationary Period:** A probationary employee may be disciplined or discharged at the sole discretion of the Board of Trustees. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. Upon successful completion of probation, an employee may be disciplined or discharged only for just cause.

### 4.2 Seniority

**4.2.1 Service Seniority:** Seniority is defined as the length of continuous full-time service with the Village of Perry Police Department since the employee's last date of hire.

**4.2.2 Part-time Employees:** There shall be separate seniority lists for part-time and full-time employees. For the purpose of calculating the length of service of a regular part-time employee, one year will be credited for each 2080 hours of work. In the event a part-time employee is appointed to a position as a full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

**4.2.3 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

**4.2.4 Loss of Seniority:** An employee's continuous service shall be deemed broken by voluntary resignation, discharge for just cause, layoff in excess of one year (or a period equal to the amount of seniority which the employee had at layoff, whichever is less), retirement, failure to return when recalled from layoff, or failure to return as scheduled from an unpaid leave of absence. However, if an employee is hired to work in any capacity within six months, the break in continuous service shall be removed from the employee's record.

**4.2.5 207-c:** An employee who is on a leave of absence under 207-c will continue to accrue seniority as if the employee was in regular pay status.

**4.2.6 Seniority Lists:** Once each fiscal year, the Employer shall post on appropriate bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles, and the date of hire of all employees in the bargaining unit entitled to seniority.

### **4.3 Layoff & Recall Procedure**

**4.3.1 Layoff Procedure:** In the event of a reduction in the number of full-time police officers, the employee will be laid off in accordance with the rules for the administration of the civil service law in the County of Wyoming. In the event of a reduction in the number of part-time police officers, the part-time employee with the least service seniority will be the first to be laid off.

**4.3.2 Recall Procedure:** In the event there is a vacancy as a full-time police officer, the employee will be recalled in accordance with the rules for the administration of the civil service law in the County of Wyoming. In the event there is a vacancy as a part-time officer, the laid-off employee with the most service seniority will be offered the position.

**4.3.3 Notice of Recall:** A notice of recall shall be sent to an employee at the employee's last known address by certified mail. If the employee fails to respond within seven calendar days of the date of mailing of the notice of recall, the employee shall be treated as a quit. A written notice of the expiration of recall rights shall be sent to an employee at the employee's last known address by certified mail.

### **4.4 Performance Appraisal**

**4.4.1 Purpose and Criteria:** The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

**4.4.2 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Board of Trustees. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

**4.4.3 Evaluation Procedure:** The Police Chief, or designee, will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Police Chief, or designee, and the liaison from the Board of Trustees will meet with the employee to review the performance appraisal report.

**4.4.4 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

**4.4.5 Employee Reply:** An employee's written comments, if any, will be included with the performance appraisal report.

**4.4.6 Appeal:** An employee's performance appraisal may not be submitted to the Grievance Procedure. If the employee does not agree with the evaluation, the employee may appeal the matter to the Board of Trustees. The appeal must be submitted, in writing, no later than thirty calendar days from receiving the evaluation. Within thirty calendar days after receiving the appeal, the Board of Trustees will meet with the employee to discuss the employee's objections. Within seven calendar days after the meeting, the Board of Trustees will issue a written response, which will be given to the employee and attached to the original evaluation report.

## 4.5 Personnel File

**4.5.1 Employee Access:** The Employer agrees that there shall be only one personnel history file on any employee covered by this Collective Bargaining Agreement. An employee shall have the opportunity to review the employee's personnel history file upon written request at least two business days in advance. Any such review shall be conducted by the employee in conjunction with either the Police Chief, the Mayor, or a member of the Board of Trustees. The file shall not be removed from its regular place of maintenance or storage. Any document or information received by the Village pursuant to a promise or request that it remain confidential shall not be subject to review or copying.

**4.5.2 Derogatory Material:** Material related to an employee's conduct, work performance, character or personality which is derogatory in nature, shall not be placed in the personnel history file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that the employee has read the materials by affixing the employee's signature on the materials to be filed with the understanding that the employee's signature merely acknowledges that the employee has read the materials and does not indicate agreement with its contents. The employee shall have the right to respond in writing to the memo(s) and it shall become a permanent part of the employee's personnel history file.

**4.5.3 Release of Information:** Information contained or placed within the file of any employee shall be given out at the request of the employee or by having said employee sign a waiver allowing the release of said information. Disciplinary actions shall be considered a private matter between the employee and the Village. Any disciplinary memos shall be considered as such and shall be kept in a sealed envelope in the employee's personnel history file. Disciplinary memos shall not be disclosed to or made available without the advance knowledge of the officer to any Village Official, or member of the public without the advance knowledge and consent of the officer in question.

None of the foregoing shall limit the right of the Employer to make any use of personnel files or their contents in the legitimate furtherance of the Village's role as the Employer.

## 5 DUTY HOURS

### 5.1 Work Schedule

**5.1.1 Monthly Work Schedule (full-time employees):** The Board of Trustees will establish the hours of operation for the Police Department. The "open" work schedule for the ensuing six months will be posted on December 15<sup>th</sup> and on June 15<sup>th</sup> of each year. Between the 15<sup>th</sup> and 22<sup>nd</sup>, all full-time employees will "bid" on the "available" shifts. Bidding shall be based on seniority. The School Resource Officer will be included in the schedule during periods when school is in recess. The "closed" work schedule for the ensuing six months will be posted by December 23<sup>rd</sup> and by June 23<sup>rd</sup> on the Police Department bulletin board with a copy given to the Board of Trustees.

Each full time officer is expected to work a forty-hour week, however, a full-time employee may not bid on shifts such that the employee would be scheduled more than forty hours in a "pay week".

**5.1.2 Availability (part-time employees):** Each part-time employee must provide a minimum of thirty-two hours of availability each calendar month, including a minimum of one shift on a “C” line for a Friday, Saturday, Sunday or a designated holiday (see Section 8.1, below). Notice of availability for the upcoming calendar month must be submitted, in writing, to the Police Chief no later than the 15<sup>th</sup> day of each month. After the bidding process in 5.1.1 has been completed, the Police Chief, or designee, may fill the remaining available shifts with part-time employees. As set forth in 5.1.1, the “closed” work schedule for the ensuing month will be posted by the 23<sup>rd</sup> day of each month.

**5.1.3 Failure to Provide Minimum Availability (part-time employees):** In the event a part-time employee fails to provide the minimum availability as required, including weekends or holidays, in any three months in a rolling twelve-month period, the Board of Trustees may discipline the employee in accordance with the disciplinary procedure within this Collective Bargaining Agreement.

**5.1.4 Obligation to Work Scheduled Shift (part-time employees only):** If a part-time officer cannot fulfill a scheduled shift, the employee shall notify the Police Chief, or designee, at least one week in advance. The Police Chief, or designee, shall make the necessary arrangements to fill the shift vacancy. If one week advance notice cannot be given, nor is it an emergency, it is the responsibility of the employee to cover the shift. If the shift is vacant due to an emergency, the Police Chief, or designee, shall make the arrangements to fill the shift vacancy.

**5.1.5 Voluntary Changes:** An employee may switch a scheduled shift with another employee. The switch may not be unreasonably denied. Switches will not be permitted if it would directly result in the payment of premium pay for overtime.

**5.1.6 Two-Person Staffing:** No officer shall be required to work alone on any shift between the hours of 9:00 PM and 3:00 AM. In the event an employee has to leave early, or come in late, a part-time officer will be notified to cover hours where double coverage is needed. When no part-time officer is available, the open hours will be offered to a full-time officer.

## **5.2 Additional Hours of Work**

**5.2.1 Authorization to Work Additional Hours:** In the event that an officer works overtime that has not been scheduled, they will clear the extra time with the Police Chief, or designee, and state the reason for such.

**5.2.2 Requirement to Work Additional Hours:** The Police Chief or the Mayor may require an employee to work additional hours beyond the employee’s normal workday and workweek. No officer will be required to work with less than an eight-hour rest period between shifts except under an emergency declared by the Mayor, Village Board, Police Chief, or designee.

When an officer is called in early to work, the employee shall have the option to work the remainder of the employee’s shift for overtime or go off duty, provided the Police Chief (or designee) has determined there is adequate coverage. If the Police Chief (or designee) has determined there is not adequate coverage for the remainder of the shift, the employee will be required to remain and take the additional hours as overtime.

**5.2.3 Work in Progress:** In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of “work in progress”, the opportunity will not be offered to other employees and those employees in the affected job title who are then working on the assignment will continue to work the additional hours.

**5.2.4 Regular Overtime:** In the event there is an opportunity in a given job title to work additional hours (except for Work in Progress (5.2.3) or Emergency Overtime (5.2.5)), the opportunity will first be offered to any available part-time employees in the affected job title, provided the employee is qualified to perform the work. In the event an adequate number of part-time employees do not accept the work, the opportunity will then be offered to all full-time employees in the affected job title on a seniority basis (most senior first). In the event an adequate number of full-time employees do not accept the work, the work will then be assigned to full-time employees in the affected job title on a seniority basis (least senior first).

Notwithstanding the above, a full-time employee in the affected job title may switch a scheduled shift with the shift where the opportunity is available. For example, if the opportunity is for a Tuesday on a "B line" and the employee is scheduled to work that Wednesday on an "A line", the employee may make a switch and, thereby, the opportunity will move to the Wednesday on the "A line". The switch may not be unreasonably denied. Switches will not be permitted if it would directly result in the payment of premium pay for overtime.

**5.2.5 Emergency Overtime:** In the event of an emergency or special event (i.e., major fire/accident, investigation, disaster, carnival), any officer called out after their normal work shift shall be guaranteed three hours work at one and one-half times the employee's regular rate of pay, or for all hours actually worked at one and one-half times the employee's regular rate of pay, whichever is greater. Any call out of officers shall be done on a seniority basis with full-time officers called first then part-time officers called as needed, provided that such officer is trained for the purpose of the call out. In the event an adequate number of employees do not accept the work, the work will then be assigned to full-time employees in the affected job title on a seniority basis (least senior first), provided the employee is qualified to perform the work.

**5.2.6 Errors in Assigning Additional Hours:** In the event the Village makes an error in the assignment of additional hours, the next opportunity to work additional hours will be offered to the employee who should have been offered the additional hours.

## **5.3 Staff Meetings**

**5.3.1 Staff Meetings:** Each employee is expected to attend staff meetings when scheduled. Notice of such meetings will be posted two weeks in advance of the meeting, when possible, upon the main office bulletin board. In the event that an officer is unable to attend said meeting, the employee is to advise the Police Chief or designee in advance and to provide the reason why the employee can not attend.

## **6 PAID LEAVE**

### **6.1 Holidays**

**6.1.1 Holiday Pay:** A full-time employee will receive an amount equal to one hundred and ten hours times the employee's regular rate of pay in lieu of holiday pay.

**6.1.2 Payment Schedule:** Holiday pay, as described in 6.1.1, will be paid in the following manner: one-half of the total amount will be paid in a separate check in the first pay period in June and the remaining amount will be paid in a separate check in the first pay period in December.

**6.1.3 Assigned to Work on a Holiday:** All full-time employees and part-time employees required to work on the following holidays shall be paid at the rate of one and one half times the employee's regular rate of pay for the hours worked: Labor Day, Veterans' Day, and the employee's birthday.

All full-time employees and part-time employees required to work on the following holidays shall be paid at the rate of two times the employee's regular rate of pay for the hours worked: July 4<sup>th</sup>, Thanksgiving Day, Christmas Day, January 1<sup>st</sup>.

If any part of an employee's shift occurs on a holiday (defined as midnight to midnight), then the entire shift will be eligible for the premium rates set forth above.

## 6.2 Vacation Leave

**6.2.1 Allowance (Accrual System):** Vacations, for continuous service, shall be granted to all full-time officers according to the following schedule:

|  | CREDITS PER MONTH                      |
|--|--|
| Upon hire                                      | 6.67 hours<br>(equals 80 hours/year)   |
| Upon start of 6 <sup>th</sup> year of service  | 10.00 hours<br>(equals 120 hours/year) |
| Upon start of 14 <sup>th</sup> year of service | 13.33 hours<br>(equals 160 hours/year) |
| Upon start of 20 <sup>th</sup> year of service | 16.66 hours<br>(equals 200 hours/year) |

For example, an employee who has completed five years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1<sup>st</sup>; similarly, an employee who has completed thirteen years of continuous service on September 5<sup>th</sup> will see an increase from 10 hours per month to 13.33 hours per month on October 1<sup>st</sup>.

**6.2.2 New Employees:** A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

**6.2.3 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence. Vacation leave accruals will be proportionately reduced for the period that an employee is on unpaid leave of absence.

**6.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of two hundred and fifty hours. Any vacation credits in excess of two hundred and fifty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

**6.2.5 Annual Buy-Back:** Upon prior notice of fourteen calendar days to the Clerk's Office, an officer may elect to forego a part of the officer's earned, unused vacation during any fiscal year (June 1 through May 31) and receive pay in lieu thereof, provided the pay not exceed forty hours. Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

**6.2.6 Scheduling:** The Police Chief reserves the right to prohibit all vacations for specific periods of time because of unusual circumstances (i.e., Firemen's Carnival, Sea Serpent Week, etc.). Only one officer may normally take a vacation from each work day, but one additional officer may be allowed to take vacation at the same time provided this additional vacation will not impair the efficiency of the Department. The Police Chief will have the right to make this decision and all vacations will be cleared by the Chief at least one month in advance. In the event two officers request the same time period, the officer with the greatest seniority will have preference. Employees shall be allowed to take their vacation in one-half day increments or more. An employee may take vacation leave only after it has been credited.

**6.2.7 Officer's Responsibility to Secure Adjournments:** It is the responsibility of the officer to personally secure any adjournments necessary to meet commitments of the job during their vacation.

**6.2.8 Termination of Employment:** An employee who resigns, retires, or is terminated, except for just cause, will receive payment for unused vacation leave to which the officer is properly entitled at the officer's then current rate of pay. In the event of the death of an officer, the officer's estate will be compensated for any unused vacation time.

### **6.3 Sick Leave**

**6.3.1 Allowance (Monthly Accrual):** Full-time employees shall be granted ten hours of paid sick leave per month.

**6.3.2 Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence. Sick leave accruals will be proportionately reduced for the period that an employee is on unpaid leave of absence. Notwithstanding the above, if in the course of duty an employee is injured, the right to accumulate sick leave while injured shall continue.

**6.3.3 Accumulation:** There is no maximum accumulation of sick leave credits.

**6.3.4 Use of Sick Leave:** Sick leave may be taken only in time of actual illness, sickness, injury or family illness and will not be allowed either prior to or after a holiday or vacation unless documented by a physician's certificate. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours.

Requests for sick leave because of medical or dental appointments shall be made as far in advance as possible, but never less than two hours before reporting for work, except where unavoidable due to emergency. Requests for sick leave shall be made with the Police Chief, or designee, who will make the necessary immediate arrangements, causing an entry to be made in the daily log and the Chief shall be advised of the officer calling in sick.

Sick leave shall not be taken in increments of less than one-half day. Alternatively, the employee shall have the option of not receiving pay for hours actually lost during an absence of less than one-half day. An employee may take paid sick leave only after it has been credited.

**6.3.5 Family Sick Leave:** All full-time employees shall be allowed to use accumulated sick leave for family sickness if the employee must provide direct care to an immediate family member using the present system guidelines. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

**6.3.6 Notification of Sick Leave:** An employee shall report to the Police Chief, or designee, as soon as possible, and in any event not less than two hours before the scheduled starting time, when the employee is unable to work because of illness.

**6.3.7 Medical Verification:** If the Board of Trustees believes that sick leave is being abused by an individual, the Board of Trustees shall have the right to refer the individual to a physician(s) of its choice for an examination with the cost of such examination, including travel, borne by the Village. Any abuse of sick leave shall also be grounds for discipline.

If the employee will be unable to work because of illness for three consecutive days, a physician's certificate, in a form satisfactory to the Employer, attesting to the employee's illness, the length of time the employee was or will be unable to work and the dates of treatment, if any, may be required as proof of such illness. In the event of extended absence due to illness or injury, a physician's statement as described above shall be required every two weeks, unless it is evident at the outset that the employee will be unable to work for a longer period of time and a physician's statement is submitted specifying the period of longer duration during which the employee will be unable to work. Failure to comply with the above may be grounds for discipline.

**6.3.8 Apply Unused Sick Leave Accruals to Pension Credit:** The Village will make available Section 341-j of the police retirement system, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

**6.3.9 Buy-Back of Unused Sick Leave Upon Retirement:** An employee hired before November 1, 2001 who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to **one-half** of the employee's accumulated sick leave credits to a maximum pay-out of one thousand hours (the 1000 hour maximum is calculated as follows: 200 days X 10 hours X 50%). Payment will be at the employee's rate of pay at the time of retirement.

An employee hired on or after November 1, 2001 who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to **one-tenth** of the employee's accumulated sick leave. For example, an employee who has accumulated seven hundred hours may receive cash payment for up to seventy hours. Payment will be at the employee's rate of pay at the time of retirement.

**6.3.10 Apply Unused Sick Leave Accruals to Retiree Medical:** An employee hired before November 1, 2001 who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to apply **all** of the employee's accumulated sick leave credits toward monthly premium payments for retiree medical insurance to a maximum pay-out of two thousand hours (the 2000 hour maximum is calculated as follows: 200 days X 10 hours X 100%). The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement. Such benefit shall cease when retiree becomes eligible for Medicare.

An employee hired on or after November 1, 2006 who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to apply up to **one-half** of the employee's accumulated sick leave credits toward monthly premium payments for retiree medical insurance to a maximum of one thousand hours (the 1000 hour maximum is calculated as follows: 200 days X 10 hours X 50%). The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement. Such benefit shall cease when retiree becomes eligible for Medicare.



If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 341-j, only the remaining portion will be used for the payment of retiree medical insurance premiums.

**6.3.11 Termination of Employment:** An employee hired before June 1, 1996 who resigns or is laid off will receive cash payment for one-half of the employee's accumulated sick leave credits to a maximum pay-out of one thousand hours (the 1000 hour maximum is calculated as follows: 200 days X 10 hours X 50%). Payment will be at the employee's rate of pay at the time of retirement. However, an employee who leaves employment due to disciplinary action will not receive any settlement for unused sick leave.

An employee hired on or after June 1, 1996 who resigns, is laid off, or leaves employment due to disciplinary action will not receive any settlement for unused sick leave.

## **6.4 Short-Term Disability Insurance**

**6.4.1 Coverage:** The Village will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

**6.4.2 Premium Payment:** The Village will pay the full premium for short-term disability insurance for each eligible employee.

**6.4.3 Use of Leave Credits:** An employee may draw from the employee's sick leave, then personal leave, then vacation leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

**6.4.4 Continuation of Medical Insurance:** An employee who is receiving short term disability payments under this plan and is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Village will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

## **6.5 Workers' Compensation Insurance**

**6.5.1 Coverage:** In accordance with New York State law, the Village will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits. Any payment received from the compensation carrier shall be returned to the Village. The employee's compensation will continue in accordance with 207-c of General Municipal Law.

## 6.6 Personal Leave

**6.6.1 Allowance (front-loaded):** Full-time officers shall be granted fifty hours of paid personal leave days on June 1<sup>st</sup> of each fiscal year for use during the following twelve months.

**6.6.2 New Employees:** An employee who is hired after June 1<sup>st</sup> in any given fiscal year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that fiscal year.

**6.6.3 Accrual during Leaves of Absence:** Personal leave accruals for a given year will be proportionately reduced for the period that an employee is on unpaid leave of absence in the preceding year.

**6.6.4 Accumulation:** Any unused personal leave days shall be added to the employee's accumulated sick leave at the end of the fiscal year.

**6.6.5 Use of Personal Leave:** An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies. An employee shall not be obligated to provide the Police Chief with the specified reason for taking personal leave.

**6.6.6 Scheduling:** All requests for personal leave days must be submitted to the Police Chief, or designee, forty-eight hours prior to leave. Any requests with less notice shall be granted at the convenience of the Department. Personal leave credits may not be used in increments of less than one-half day. An employee may take personal leave only after it has been credited.

**6.6.7 Termination of Employment:** There shall be no payment for unused personal leave days at the time of the employee's retirement or termination of employment.

## 6.7 Jury Duty Leave

**6.7.1 Paid Leave:** In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. In the event an employee is scheduled to work the "night shift" (e.g. 9:00 p.m. to 7:00 a.m.), the employee will receive a leave of absence without loss of pay or leave credits for the shift immediately proceeding jury duty.

**6.7.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Police Chief, or designee.

**6.7.3 Return to Duty:** Given that the employee's shift is being filled by another employee, in the event the employee is released from jury duty on a given day and there are hours remaining in the workday, the employee is excused from returning to work.

## 6.8 Bereavement Leave

**6.8.1 Immediate Family:** In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent (including step, foster, & legal guardian)
- Child (including step & foster)

**6.8.2 Extended Family:** In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Anyone who actually lives within the household
- Spouse's Parent
- Grandparent

## 7 UNPAID LEAVE

### 7.1 Leaves of Absence without Pay

**7.1.1 Eligibility:** Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been received from the Board of Trustees. Employees shall not be eligible for consideration for unpaid leaves of absence until the completion of one year of continuous service with the Employer.

**7.1.2 Application for Unpaid Leave of Absence:** Any request for a leave of absence shall be submitted in writing by the employee to the Village Administrator or Village Clerk. The request shall state the reason and proposed length of the unpaid leave of absence, which shall in no event exceed one year. Such leave may be granted, or denied, at the discretion of the Board of Trustees.

**7.1.3 Leave Because of Extended Illness:** When an employee has exhausted sick leave credits and is still incapacitated and unable to perform the duties of the employee's position, the employee may be granted a leave of absence without pay for a period not to exceed one year, at the discretion of the Board of Trustees.

**7.1.4 Education Leave for Veterans:** A veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, may be granted a leave of absence without pay for up to one year for such purposes. Such leave shall not extend beyond the period for which the veteran shall be eligible to continue the education, training or vocational rehabilitation or the point at which the veteran ceases actual attendance upon the courses required by the education, training, or rehabilitation program.

**7.1.5 Educational Purposes:** The Employer may grant a leave of absence to a permanent employee for a period not to exceed one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in the employee's position with the Employer. Such leave may be granted or denied at the discretion of the Board of Trustees.



**7.1.6 Seniority Upon Returning to Service:** An employee granted a leave of absence under the provisions of this article shall retain the seniority which existed at the time such leave commenced, but shall not continue to accrue seniority for the purpose of this Collective Bargaining Agreement while on such leave. An employee shall be returned to the position held at the time the leave of absence commenced or to a position of similar pay for which the employee is qualified, provided such a position exists and is unoccupied, or is occupied by a less senior employee.

**7.1.7 Leave Accruals:** All benefits of employees, such as vacation, sick leave, hospitalization, etc., will be proportionately reduced for the period that an employee is on unpaid leave of absence. Exception: hospitalization benefits may be continued during this period, if the employee pays the premiums due.

## **8 INSURANCE**

### **8.1 Medical Insurance**

**8.1.1 Insurance Plan:** The Village shall continue to make available medical insurance coverage and a prescription drug plan for all full-time employees and the employee's eligible family. In no event shall the Village be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

**8.1.2 Date Coverage Begins:** Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

**8.1.3 Change in Insurance Plans:** The Village reserves the right to change medical insurance plans provided the alternative plan's benefit structure is substantially equivalent to the current plan.

#### **8.1.4 Premium Payment:**

**Hired before 6-1-2003:** For a full-time employee hired before June 1, 2003, the Village will pay one-hundred percent (100%) of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be.

**Hired after 6-1-2003:** For a full-time employee hired on or after June 1, 2003, the Village will pay ninety percent (90%) of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

**8.1.5 Vision Plan:** The CSEA shall make available the EBF Vision Plan-Platinum 12. The employee will pay \$3.50 per pay period toward the monthly premium for individual, two-person, or family plan coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

**8.1.6 Dental Plan:** The CSEA shall make available the EBF Dental Plan-Dutchess and the Village will pay the full monthly premium for individual, two-person, or family coverage, as the case may be.

## **8.2 Pre-Tax Medical Expenses**

**8.2.1 Eligibility:** The Village shall establish an IRS Section 125 account for full-time Village employees. A full-time employee is eligible to enroll in a Section 125 plan, provided the employee meets all eligibility requirements for medical insurance.

**8.2.2 Pre-Tax Insurance Premiums:** An employee may elect to pay the employee's contribution towards medical insurance and/or vision plan premiums with pre-tax dollars.

**8.2.3 Flexible Spending Accounts:** An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account, dependent care flexible spending account, or both. Money set aside in an employee's medical care flexible spending account may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's flexible spending account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

## **8.3 Medical Insurance Buy-Out**

**8.3.1 Eligibility:** A regular full-time employee who is eligible for medical insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving medical insurance benefits. To participate in this plan, employees must maintain another source of medical insurance, proof of which will be required at the time of enrollment and before payment check is issued. In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

**8.3.2 Amount of Buy-Out:** The employee will receive thirty-three percent of the Village's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Village is contributing 80% of a \$13,000 premium for family coverage, or \$10,400, the amount of the buy-out would be 33% of \$10,400, or \$3432. The buy-out is subject to applicable taxes.

**8.3.3 Method of Payment:** Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

**8.3.4 Reinstatement:** An employee may join or leave the plan at anytime. In the event of divorce, death of spouse, or the spouse's loss of employment or medical insurance coverage, immediate reentry is available to the employee upon written thirty calendar days notice to the Village.

## **9 RETIREMENT BENEFITS**

### **9.1 Pension Plan**

**9.1.2** The Village will adopt the New York State Retirement and Social Security Law Section 384-d 20 Year Retirement Plan.

## 10 COMPENSATION

### 10.1 Wage Rates

**10.1.1 Pay Schedule (full-time):** The schedule set forth below will be the applicable schedule for full-time employees for the period June 1, 2005 through May 31, 2009, which reflects increases of 3.0% retroactive to June 1, 2005, 3.0% retroactive to June 1, 2006, 3.5% on June 1, 2007, and 3.5% on June 1, 2008.

| Full-Time                           | 6/1/2005       | 6/1/2006       | 6/1/2007       | 6/1/2008       |
|-------------------------------------|----------------|----------------|----------------|----------------|
| Hire Rate                           | n/a            | \$17.50        | \$18.11        | \$18.75        |
| Start of 2nd Year                   | n/a            | \$18.37        | \$19.02        | \$19.68        |
| Start of 3rd Year                   | n/a            | \$19.29        | \$19.97        | \$20.67        |
| Start of 4th Year                   | \$17.54        | \$20.26        | \$20.97        | \$21.70        |
| <b>Job Rate - Start of 5th Year</b> | <b>\$20.65</b> | <b>\$21.27</b> | <b>\$22.02</b> | <b>\$22.79</b> |
| Start of 6th Year                   | \$21.06        | \$21.70        | \$22.46        | \$23.24        |
| Start of 11th Year                  | \$21.49        | \$22.13        | \$22.90        | \$23.71        |
| Start of 16th Year                  | \$21.92        | \$22.57        | \$23.36        | \$24.18        |
| Start of 21st Year                  | \$22.35        | \$23.02        | \$23.83        | \$24.66        |
| Start of 25th Year                  | \$22.80        | \$23.48        | \$24.31        | \$25.16        |

The calculations for the above schedule are as follows:

Each step below Start of 5<sup>th</sup> Year is divided by 1.05 (5%); that is, Start of 4<sup>th</sup> = Start of 5<sup>th</sup> ÷ 1.05; and, Start of 3<sup>rd</sup> = Start of 4<sup>th</sup> ÷ 1.05; and, etc.

Each step above Start of 5<sup>th</sup> Year is multiplied by 1.02 (2%), that is, Start of 6<sup>th</sup> = Start of 5<sup>th</sup> x 1.02; and, Start of 11<sup>th</sup> = Start of 6<sup>th</sup> x 1.02 and, etc.

The Board of Trustees, after consultation with the Perry Police Unit of the CSEA, shall have the option of establishing the starting wage and time increments for wage increases for an officer entering our Police Department who has had previous experience in the type of work required.

**10.1.2 Pay Schedule (part-time):** Part-time officers shall be paid according to the following schedule, which reflects increases of 3.0% retroactive to June 1, 2005, 3.0% retroactive to June 1, 2006, 3.5% on June 1, 2007, and 3.5% on June 1, 2008.

| Part-Time | 1/1/2005 | 1/1/2006 | 1/1/2007 | 1/1/2008 |
|-----------|----------|----------|----------|----------|
|           | \$14.20  | \$14.63  | \$15.14  | \$15.67  |

**10.1.3 Investigator & Sergeant Differentials:** In the event the Village fills the position of Sergeant and/or Investigator, the parties will enter into negotiations for the sole purpose of "effects bargaining".

**10.1.4 Shift Differentials:** Full and part-time officers working evening shifts, commencing between 12:00 Noon and 9:00 PM, will be paid a shift differential of thirty-five cents (\$0.35) per hour, for all hours worked on that shift. (A shift is not considered an evening shift unless it extends beyond 7:00 PM).

Full and part-time officers working night shifts, commencing at or after 9:00 PM, will be paid a shift differential of forty-five cents (\$0.45) per hour, for each hour worked up until 7:00 AM.

## 10.2 Premium Pay for Overtime

**10.2.1 Overtime Rate:** In the event that an officer is required to work more than forty hours in a week, the employee shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours beyond forty.

**10.2.2 Credit for Paid Leave:** Vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked for the purpose of computing overtime.

**10.2.3 Compensatory Time:** In lieu of premium pay, an officer may elect to receive compensatory time off at the rate of one and one-half hours for each hour of authorized overtime worked. Use of compensatory time must be mutually agreed upon with the Police Chief, or designee, at least two weeks in advance and scheduling of such use of compensatory time shall be dependent upon the confirmed availability of alternative coverage for the hours requested. Compensatory time can accumulate but must be used by the end of the fiscal year (May 31<sup>st</sup>). The Police Chief will not unreasonably withhold approval.

**10.2.4 Maximum Accumulation of Compensatory Time:** An employee who is eligible for compensatory time may not convert more than forty hours of overtime into compensatory leave time in any given fiscal year (equaling sixty hours of compensatory time). An employee must use all compensatory leave credits within the fiscal year in which it is earned or receive payment at the end of the fiscal year (May 31<sup>st</sup>) at the employee's then current rate of pay.

**10.2.5 Termination from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

## 10.3 Call-In and Other Special Pay

**10.3.1 Emergency Overtime:** As set forth in 5.2.5, above, in the event of an emergency or special event (i.e., major fire/accident, investigation, disaster, carnival), any officer called out after their normal work shift shall be guaranteed three hours work at one and one-half times the employee's regular rate of pay, or one and one-half times for all hours actually worked, whichever is greater.

**10.3.2 Court Time:** In the event any full-time officer is required to be in local court after regular working hours, they will be guaranteed two hours work at one and one-half times the employee's regular rate of pay. In the event any full-time officer is required to be in court outside the Village of Perry, they will receive a minimum of two hours work at one and one-half times the employee's regular rate of pay.

**10.3.3 Firing Range:** When any full-time officer is mandated to qualify on the firing range, the employee will be paid the regular hourly rate with a minimum pay of two hours or one and one-half times the employee's regular rate of pay for hours actually spent, whichever is greater.



## 11 GENERAL PROVISIONS

### 11.1 Work Accouterments

**11.1.1 Uniform Allowance (full-time employees):** All permanently appointed full-time officers shall be allowed up to \$800.00 beginning June 1 of each year for the purchase and maintenance of clothing or equipment using the present voucher system.

Uniforms, both summer and winter, may be purchased, without prior approval, through a certified police distributor. All uniforms must remain in good appearance.

In the event the Police Chief mandates a complete replacement of a uniform item (i.e. leather belt and holster) that may result in additional cost to the employee, the Village will reimburse the total cost of the mandated item.

An employee may "rollover" any unused portion of the employee's uniform allowance into the next fiscal year.

Each full-time officer will be granted up to sixty dollars (\$60) per year for the purpose of dry cleaning uniforms. This sum will be payable at the end of the fiscal year with the presentation of receipts to the Village Clerk's Office.

**11.1.2 Uniform Issue & Allowance (part-time employees):** Part-time officers shall initially be supplied with at least one summer and one winter uniform, which shall be returned upon termination of service. This uniform will consist of one pair of pants, one shirt, and appropriate jacket. Also, two hats, one winter and one summer.

Part-time officers, upon showing need for replacement due to normal wear and tear, shall be re-supplied with the above at the discretion of the Police Chief. Part-time employees will be reimbursed for mandated replacement costs that have been ordered by the Police Chief (i.e. leather belt and holster).

A clothing allowance will be established for the purchase of equipment or clothing by part-time officers. At no time will any part-time officer's request exceed \$250 per fiscal year. All equipment and clothing will be returned to the department.

### 11.2 Education Assistance

**11.2.1 Education Repayment:** Any employee, full or part-time, who receives training which is paid for by the Village in any manner, will, if service with the Village is terminated by voluntary resignation or discharge for just cause within one year, reimburse the Village for expenses incurred for such training. The reimbursement shall be prorated based on  $1/12^{\text{th}}$  of the cost for each month less the one year requirement. This repayment shall be made within a period of time equivalent to the months the employee was employed after completing the training. Any training which is required by New York State or the Village of Perry will be excluded from this educational repayment requirement. (Example: employee resigns six months after completing training; employee is required to repay  $(6/12 = \frac{1}{2})$  one-half of the training cost within six months).

## 11.3 Transitional Duty Program

**11.3.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Village and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Police Chief may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

**11.3.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Village. The Village shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Village will be subject to appropriate disciplinary action.

**11.3.3 Transitional Duty Assignment:** The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

**11.3.4 Wages:** While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay.

**11.3.5 Duration of Assignment:** A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Village may require a medical examination ordered by the Village as a condition of allowing the employee to return to full duties.

**11.3.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

## 12 DUE PROCESS PROCEDURES

### 12.1 Grievance Procedure

**12.1.1 Definition of a Grievance:** A grievance shall be defined as a dispute between an employee and the Village regarding the interpretation or application of the terms and conditions of this Collective Bargaining Agreement. A grievance shall be in writing and shall contain a factual statement, outlining the acts constituting the grievance, the date, time, place of occurrence, the section or sections of the Collective Bargaining Agreement allegedly violated, and the relief requested.

**12.1.2 Time Limits:** No alleged grievance shall be entertained and shall be deemed waived unless presented in writing at the first available date (Section 12.1.3) within seven working days after the aggrieved party or parties knew or should have known of the act or conditions on which the alleged grievance is based. The time limits specified herein shall be strictly observed unless extended in writing by mutual agreement. Failure of the appropriate Union officials to request review of a determination at any step within the specified time shall automatically conclude the grievance process as to such grievance. Failure of the Employer to respond within any of the time limits set forth herein shall entitle the Union to proceed to the next step of the grievance procedure.

**12.1.3 Step One – Formal Grievance:** An employee having a grievance may present it in writing to the Police Chief, or designee, through a representative of the CSEA. The Police Chief shall answer said grievance within five working days.

**12.1.4 Step Two – Appeal to Village Board:** If the grievance is not resolved, it may be presented in writing by the CSEA Labor Relations Specialist, or designee, to the Village Board at, or prior to, the next regularly scheduled meeting of the Board. The Village Board may adopt the decision of the Chief, issue its own decision, or, if the Board deems it appropriate, direct that a hearing be held with respect to the grievance within ten working days. The Board will render its decision on the grievance within five working days thereafter, unless a hearing is directed, in which case the Board will render its decision within five working days after the close of the hearing.

**12.1.5 Step Three – Appeal to Arbitration:** If the grievance is still not resolved, the CSEA Labor Relations Specialist, or designee, may submit the matter to arbitration by filing a demand for arbitration with the NYS Public Employment Relations Board (PERB) in accordance with its rules and regulations. (The parties, however, may agree prior to application to the Public Employment Relations Board (PERB) upon a mutually acceptable arbitrator). The demand for arbitration must be filed within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to, subtract from, modify or delete any provision of this Collective Bargaining Agreement. The Village and the Union shall share the fees of the arbitrator equally.

## **12.2 Disciplinary Procedure**

**12.2.1 Discipline for Just Cause:** No employee who has successfully completed the probationary period, as defined in 4.1 above, shall be disciplined or discharged except for just cause.

**12.2.2 Notice of Discipline:** The Village shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the President of the bargaining unit.

**12.2.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the CSEA Labor Relations Specialist, or designee, may appeal the matter, in writing, to the Mayor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Mayor, or designee, shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Mayor, or designee, shall issue a written response which shall be given to the CSEA Labor Relations Specialist.

**12.2.4 Appeal of Disciplinary Action:** If the Union is not satisfied with the response of the Mayor, the CSEA Labor Relations Specialist may submit the matter to arbitration by filing a demand for arbitration with the NYS Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within thirty calendar days of receiving the response from the Mayor or when the response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be final and binding on both parties. The Village and the Union shall share the fees of the arbitrator equally.

**12.2.5 Civil Service Rights:** The grievance and arbitration provisions of this article are adopted in lieu of and as a replacement for the provisions of Section 75 and 76 of the Civil Service Law, Section 8-804 of the Village Law, and any similar statutory provisions are hereby waived with respect to the employees covered by this Collective Bargaining Agreement.

## **13 APPLICATION OF AGREEMENT**

### **13.1 Distribution of Agreement and Village Rules**

**13.1.1 Printing of Collective Bargaining Agreement:** CSEA agrees to have printed a sufficient number of copies of this Collective Bargaining Agreement for distribution to employees in the bargaining unit.

**13.1.2 Village Rules & Regulations:** The Village agrees to provide each member of the bargaining unit with a current copy of such Village rules and regulations as have been formally published coincidental with the distribution of the printed agreement, or as soon thereafter as practical. The Village reserves the right to modify or amend such rules and regulations, and any modifications or amendments shall become effective at the time of modification or amendment. The Village, however, agrees to notify the Union prior to implementation of such amendment or modification and, upon request, to meet and discuss the effects of such amendment or modification.

**13.1.3 Distribution:** Printed copies of this Collective Bargaining Agreement and such Village rules and regulations as have been formally published shall be issued no later than sixty calendar days after the signing of the agreement.

The Village agrees to provide each new employee, initially appointed after signing of this Collective Bargaining Agreement, with a copy of this Collective Bargaining Agreement within one week following the employee's first day of work.

### **13.2 Separability**

**13.2.1** If an article of this Collective Bargaining Agreement or part thereof is found to be illegal or unenforceable by a court of competent jurisdiction, such article or part thereof shall not be enforced except to the extent permitted by law. In such event, all other provisions of the agreement shall continue in full force and effect.

**13.2.2** Upon the issuance of such decision, the Village and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

**13.2.3** If any provisions of this Collective Bargaining Agreement are found to be in conflict with the statutory powers of the Village, such statutory powers shall take precedence.

### **13.3 Entire Agreement**

**13.3.1 Complete Agreement Clause:** The parties acknowledge that during the negotiations which resulted in this Collective Bargaining Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Collective Bargaining Agreement. Therefore, the parties, for the duration of this Collective Bargaining Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to, or covered in this Collective Bargaining Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Collective Bargaining Agreement. This document constitutes the entire agreement between the parties and no prior practices or policies not specifically set forth herein shall be incorporated into this agreement.

**13.3.2 Amendment of Collective Bargaining Agreement:** This Collective Bargaining Agreement maybe amended only by the mutual written agreement of the parties. Any amendments shall be dated and signed by the parties and shall be incorporated into this Collective Bargaining Agreement.

### **13.4 Legislative Action**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **13.5 Duration of Agreement**

**13.5.1** This Collective Bargaining Agreement shall be effective as of the 1st day of June 2005 and shall continue in full force and effect until the 31<sup>st</sup> day of May 2009.

### **13.6 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on November \_\_, 2006.

**VILLAGE OF PERRY**

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.**

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**Timothy J. Sparling  
Mayor**

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**James Prince  
Unit President**

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**Tamara Quilty  
Trustee**

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**Matthew Rennie  
Negotiating Committee**

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**Michael Laraby  
Trustee**

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**Lynn Knoop  
Labor Relations Specialist**

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**Michael A. Richardson  
Labor Relations Consultant**