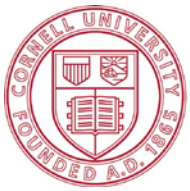

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Union: **Albion Police Benevolent Association**

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POL\7508

AGREEMENT

BY AND BETWEEN THE

VILLAGE OF ALBION

AND

ALBION POLICE BENEVOLENT ASSOCIATION

JUNE 1, 2008 – MAY 31, 2010

employee's copy 11

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LEGISLATIVE REVIEW

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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

STATEMENT OF PURPOSE

It shall be the policy of the employer and the purpose of this agreement to promote harmonious and cooperative relationships between the employer and employees, and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of the government.

This agreement is made between the Village of Albion, hereinafter referred to as the "employer" and the ALBION POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "ALBION POLICE BENEVOLENT ASSOCIATION", the union recognized by the Albion Police Employee Unit.

WHEREAS, it is the intent and purpose of the parties hereto to set forth herein the basic agreement governing wages, hours of work and other conditions of employment to be observed by such parties.

NOW, THEREFORE, it is mutually agreed to as follows:

ARTICLE 1 - RECOGNITION

Section 1.1:

(a) The employer agrees that the ALBION POLICE BENEVOLENT ASSOCIATION shall be the sole and exclusive organization representative for the following employees of the Albion Police Department, to wit: Sergeants and Patrolman, for the purposes of collective bargaining and processing grievances.

(b) The Village shall make no agreement or contract with an individual member of the negotiating unit.

Section 1.2:

The employer agrees that there shall be no discrimination, interference, restraint or coercion by the employer against any of its employees because of membership in ALBION POLICE BENEVOLENT ASSOCIATION or for engaging in union activity.

Section 1.3:

The period of unchallenged representation status for ALBION POLICE BENEVOLENT ASSOCIATION shall be seven (7) months prior to expiration of the contract.

Section 1.4:

The word "employee" or "employees" as used in this agreement shall mean only employees within the designated unit.

Section 1.5:

The agreement shall cover the Sergeants and Patrolman, of the Albion Police Department.

Section 1.6:

ALBION POLICE BENEVOLENT ASSOCIATION, having been recognized as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of ALBION POLICE BENEVOLENT ASSOCIATION, the amount equivalent to the dues levied by ALBION POLICE BENEVOLENT ASSOCIATION and the fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to ALBION POLICE BENEVOLENT ASSOCIATION.

The fiscal officer making such deductions will transmit these amounts to ALBION POLICE BENEVOLENT ASSOCIATION; this deduction will be accompanied by a listing indicating the name and address of those employees who are not members of ALBION POLICE BENEVOLENT ASSOCIATION.

ALBION POLICE BENEVOLENT ASSOCIATION agrees to hold the employer safe and harmless because of said deduction.

According to Subdivision 2-b of Section 201 of the Civil Service Law, an agency shop member will receive back the money that is used from their agency shop fee for political or ideological reasons by mailing a request in writing, return receipt requested, to the Comptroller, ALBION POLICE BENEVOLENT ASSOCIATION, 106 Platt Street North, Albion, New York 14411. The request must include the employee's name, address, and place of employment.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.1:

Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the employer are retained by it, including, but not limited to the right to determine the facilities, methods, means and number of personnel required for conduct of the employer's programs; to administer the merit system, including the examination, selection, assignment, or transfer of employees pursuant to law, to direct, deploy and utilize the work force; to establish specification for each class of positions; to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this agreement.

ARTICLE III - ALBION POLICE BENEVOLENT ASSOCIATION RIGHTS

Section 3.1: Payroll Deductions

The ALBION POLICE BENEVOLENT ASSOCIATION shall have the exclusive payroll deduction rights for membership dues and premiums for group insurance. Such deduction shall come from the wages of employees and be remitted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224. These deductions shall be made at times corresponding to the employee's regular payroll periods.

Section 3.2: Group Insurance

The ALBION POLICE BENEVOLENT ASSOCIATION shall have the right to designate an insurance representative to visit the individual employees covered under this agreement, on the job, for the purpose of explaining the insurance protections or for adjusting any claims providing no inordinate interruptions of the work will result.

Section 3.3:

Solicitation for all employees for insurance shall be done annually. The meeting place and time shall be mutually agreed upon by both parties with a further restraint that no inordinate interruptions of work will result.

Section 3.4: Bulletin Boards

The ALBION POLICE BENEVOLENT ASSOCIATION shall be provided exclusive bulletin board space in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices, and material issued by the ALBION POLICE BENEVOLENT ASSOCIATION. No material shall be posted which is profane or obscene. No other employee organization, unless certified, will be issued bulletin boards.

Section 3.5: A List of Employees

The employer shall furnish the union with a list of all employees in the bargaining unit. This list shall contain the name, home address, social security number, job title and job address of all employees covered under this agreement. When, a new employee covered by this agreement is hired by the village, employer will notify ALBION POLICE BENEVOLENT ASSOCIATION.

Six months prior to the termination date of this agreement, the employer shall furnish the ALBION POLICE BENEVOLENT ASSOCIATION with the total number of employees in each particular grade level of a salary structure.

Section 3.6: Access to Employees

The ALBION POLICE BENEVOLENT ASSOCIATION representative shall, on exclusive basis, have access to employees during working hours to explain ALBION POLICE BENEVOLENT ASSOCIATION membership, service, programs, and process grievances with no loss of pay or benefits. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be of reasonable duration.

Section 3.7: Meeting Space

Meeting space will be provided to ALBION POLICE BENEVOLENT ASSOCIATION in accordance with the following constraints: (a) any additional expense incurred will be reimbursed by ALBION POLICE BENEVOLENT ASSOCIATION; (b) requests for use of space are made in advance, pursuant to the rules of the department or agency.

ARTICLE IV - NO STRIKE CLAUSE

Section 4.1:

The ALBION POLICE BENEVOLENT ASSOCIATION shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

Section 4.2:

The ALBION POLICE BENEVOLENT ASSOCIATION shall exert its best efforts to prevent or terminate any strike.

ARTICLE V - HOLIDAYS

Section 5.1: Paid Holidays shall be as follows:

June 1, 2008 - May 31, 2010

Independence Day
Labor Day
Floating Day
Election Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Section 5.2:

Hereafter, holidays shall accumulate and be payable in two payments during the fiscal year with regular paychecks. Seven (7) holiday's payable in the second pay week in December, and five (5) holidays payable in the second pay period in May.

Section 5.3:

Employees shall complete 30 working days before becoming eligible for paid holidays.

Section 5.4:

Any employee working on Thanksgiving Day, Christmas Day or New Year's Day, shall be paid the holiday pay as written in Article V, Section 5.2 above, and shall also receive an additional eight (8) hours pay at the rate of time and one-half the employee's normal hourly rate. The additional eight (8) hours pay shall be included in the employee's pay for that week's payroll.

ARTICLE VI - VACATIONS

Section 6.1:

Every effort will be made to grant the employee the vacation at his or her requested time subject to the employer's ability to maintain adequate coverage.

Section 6.2:

If more than one employee wants the same vacation time off, the employer will grant vacation time starting with the most senior employee, as outlined in Article XXVII, Section 27.1 of this agreement, allowing vacation time off to as many employees as possible, so not to interfere with adequate coverage.

Section 6.3: Vacation Schedule

Vacation will be appropriated as follows:

At the completion of one year of continuous service	-	10 Days
At the completion of five years of continuous service	-	15 Days
At the completion of ten years of continuous service	-	20 Days
At the completion of fifteen years of continuous service	-	25 Days

Any employee who transfers from another police agency to the Village of Albion Police Department will bring their years of service for the purpose of years of continuous service towards vacation days. This will be retroactive for current Village of Albion Police Department employees.

Section 6.4:

Any employee who resigns will receive vacation pay prorated up to and including the date of his or her resignation.

Section 6.5:

Vacations may only be requested or changed by requesting an open day, week, ten (10) days prior to the days in which the vacation is to begin. No later than February 1, an employee may opt to take pay in lieu of vacation at his straight time hourly rate for any vacation weeks for which he is eligible that year in segments of not less than one week. The maximum days which may be paid are as follows:

MAXIMUM NUMBER OF PAYMENTS - DAYS	NUMBER OF DAYS OF ELIGIBILITY
5	10
10	15
10	20

Payment will be made in the first payroll period in May of that year, at the employee's rate of pay for the payroll period and in the same amount as if he had taken the vacation.

Section 6.6:

Employees shall be allowed to carry over up to five (5) vacation days into the next fiscal year.

ARTICLE VII - SICK LEAVE

Section 7.1:

Each employee shall be entitled to accrue sick leave at the rate of one (1) day per month, not to exceed twelve (12) days per year. Accumulation of sick days shall be unlimited.

Section 7.2:

It shall be the responsibility of each employee to notify the sergeant or senior officer, on duty at the time, of his or her inability to report for work. The sergeant or senior officer will immediately fill out an Employee Absentee Form and leave it for the Police Chief. The overtime (if applicable) will be offered first to the employees currently working, by seniority, then to the remainder of the employees by seniority.

This notification must be given at least six (6) hours prior to his assigned shift. Extenuating circumstances may arise from time to time, which makes this impossible. In this case, notification should be given as soon as possible.

Section 7.3:

The employee's immediate supervisor shall require a physician's statement if an employee is absent for illness for three (3) consecutive working days.

Section 7.4:

Employees agree that they will not willfully violate or misuse their sick leave or misrepresent any statement or condition under said policy, as determined by the Police Chief.

Violation of any provision of this article will result in disciplinary action, loss of pay, or both.

Section 7.5: Pay After Exhaustion of Sick Leave

After sick leave is exhausted, employees are to receive one-half pay for the period of 30 days upon request of employee and with approval of the Board of Trustees. Before granting such request, the Board shall request a doctor's statement and/or physical examination and report by a physician designated by the village.

Section 7.6: Challenge of Examination Report

The Village may request an employee receiving sick leave to be examined by the physician appointed for this purpose by the Village.

In the event the report of the employee's attending physician is challenged by the Village Administration or if the union or the employee challenges the report of the Village physician's examination, then the following procedure shall be followed:

(a) The Employee may select to be examined by a physician of his own choice, at his expense.

(b) If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

(c) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead the affected employee shall be examined by an appropriate specialist for final determination in the matter. The two (2) examining physicians shall select the third physician (Specialist) whose decision shall be final and binding on all parties involved in the dispute. The fee charged by the Specialist shall be shared equally by the Village of Albion and the affected employee.

(d) The Albion Police Department has no provision for "light duty" and the Americans With Disability Act would apply should an employee become partially disabled and unable to perform his/her present job.

(e) A report of physical examination and any laboratory tests made by physicians acting for the Village will be given to the personal physician upon written request of the employee.

(f) The employee and the Union shall be fully informed of any contemplated action on the Village's part, as herein stated above on the challenge of the Examination Report.

Section 7.7:

Employees who retire pursuant to the provisions of the New York State Retirement System who are seeking payment of sick leave pursuant to this section will provide the Village with notice of their retirement, by April, if they plan to retire in the following fiscal year. (The notice does not mandate an employee's retirement.)

If the payment under this section is $1,000 or less, the entire sum will be paid upon retirement. If the payment exceeds $1,000, the sum will be divided by four. The first installment will be paid upon retirement. Three equal payments will thereafter be paid on the anniversary date of retirement for the succeeding three years.

Employees will be entitled to payment under this section or the benefits listed in Section 8.2, at the option of the employee; the employee will not be entitled to both.

Section 7.8: New York State Disability Benefits

Each full time employee shall be covered hereafter by the New York State Disability Benefits Non-Contributory Plan.

Section 7.9: Sick Bonus

Any employee who has not used any sick leave during the previous twelve (12) months shall receive a bonus of one hundred and fifty ($150.00) dollars.

Any employee who uses only one (1) sick leave day during the previous twelve (12) months shall receive a bonus of one hundred ($100.00) dollars.

Any employee who uses only two (2) sick leave days during the previous twelve (12) months shall receive a bonus of seventy-five ($75.00) dollars.

The above payments are to be made to the employee in the first pay period in June of the following year.

Employees will be granted the right to use sick time, in 1/2 day increments, to visit doctors or dentist without a loss in pay for such time used. The Chief of Police may, at his discretion, request verification of said visit.

ARTICLE VIII - RETIREMENT

Section 8.1

Police Officers are to be enrolled in the Special 20-Year Non-Contributory Retirement Plan (Section 384-d) of the New York State Policemen's and Firemen's Retirement System. All other employees covered under this contract shall be enrolled in the 20-Year Non-Contributory Retirement Plan (Section 75-I), as set forth in the New York State Retirement and Social Security Law.

Section 8.2:

Each employee shall be entitled, upon retirement, to receive one month's premium of the current health insurance plan for every four (4) accumulated (unused) sick leave.

ARTICLE IX - HEALTH BENEFITS

Section 9.1:

Effective June 1, 2008, the Employer agrees to provide hospitalization and medical coverage to all full-time employees covered by this agreement, under the following plan:

Preferred Care Tri-Vantage

Any employee covered under such plans shall contribute 12% of the premium cost.

The village will self-insure the difference between the co-payments provided under this health plan. Any and all co-payments will be reimbursed back to $10.00

All employee premium contributions shall be made through payroll deduction to the extent possible into the section 125 plan.

Section 9.2:

Deleted June 1, 2006

Section 9.3:

Effective June 1, 1989, the employer agrees to adopt and pay the full premium of the Group Health Insurance Dental Plan, Spectrum Plus, for all employees, and their families, who have completed one year of service.

Section 9.4:

Any employee wishing not to receive health care benefits will receive a check the first pay period of June each year for 30% of the total cost of the health care plan that they would have participated in.

ARTICLE X - PERSONAL LEAVE

Section 10.1:

Personal leave days to be given per year as follows:

One day	-	At completion of one year of service.
Two days	-	At completion of two years of service.
Three days	-	At completion of three years of service.
Four days	-	At completion of four years of service
Five days	-	At completion of five years of service.

Section 10.2:

These personal days must be used up within each fiscal year. They may be applied to vacation time if so desired.

ARTICLE XI - FUNERAL LEAVE

Section 11.1:

In the event of a death in the immediate family of an employee, he or she shall be entitled, when so required, to be absent from work for the next four (4) consecutive days, whether scheduled for work or not, to arrange for or to attend the funeral or burial. Any or all of these four days shall be paid at the normal rate of pay for those days in the event that the employee had originally been scheduled to work on any or all of said four days.

Immediate family shall be deemed to be spouse, child, step-parent, parent-in-law, sister-in-law and brother-in-law. Employees shall be entitled to one (1) day off with pay, providing he or she had originally been scheduled to work on that day in the event of the death of an aunt, uncle, niece, or other member of the employee's household not already mentioned above. Leaves will be concurrent in the event of more than one death occurring at the same time.

Section 11.2

In the event of death in the family occurring when an employee is on vacation, the employee shall notify his or her immediate supervisor, within 24 hours, to request that he or she be allowed to extend his or her vacation period by the number of days of bereavement leave substituted for vacation days during his or her vacation period, or to petition that the vacation days not used because of the use of bereavement leave be taken at a later date.

ARTICLE XII - LEAVE OF ABSENCE

Section 12.1

Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid an amount equal to the difference between the amount normally earned by the employee while on duty with the Armed Forces Reserve and/or National Guard and the amount the employee would have earned during an eight hour day, for a period not to exceed two (2) weeks when such employees are engaged in normal Reserve Training periods; provided, however, that proof of service is submitted. If required to serve more than two weeks, the employer shall grant the employee two (2) weeks additional time without loss of pay, or shall allow the employee to use compensatory time or vacation time.

Section 12.2

Leave of absence without pay for reasonable periods of time as defined below may be granted without loss of seniority for: (a) illness (physical or mental) - one (1) year; (b) prolonged illness in the immediate family (spouse, children, step-children or wards) - one (1) Year.

Section 12.3

Such leave may be extended for like cause with the approval of the Village Board of Trustees. The term of any absences for like cause will not be included as continuous service for purposes of seniority.

ARTICLE XIII - UNAUTHORIZED ABSENCES

Section 13.1:

No covered employee may be absent from duty without permission of the immediate supervisor. After three (3) days absence without permission, the Police Chief or the Board of Trustees may declare the position vacant unless the absence is satisfactorily explained to the Village Board of Trustees.

ARTICLE XIV - DEDUCTIONS FOR ABSENCE WITHOUT PAY

Section 14.1:

The amount to be deducted from a covered employee's paycheck for either authorized or unauthorized absence without pay shall be one (1) day's gross pay for each day's absence.

ARTICLE XV - COURT TIME

Section 15.1:

Employees shall be paid for time in which they are actually engaged in court, attending trials, with or without a jury, in Supreme, County, Family and Village Courts, Village Court hearings, administrative hearings, and Motor Vehicle Bureau hearings at the rate of time and one-half the employee's normal hourly rate of pay, with a two-hour minimum, for such occurrences and events when an employee is off-duty and is summoned or subpoenaed to court in their capacity as Law Enforcement Officers of the Village. Employee shall provide the employer with a written request from the Court or Prosecution or the hearing officer for the employee's attendance at such trial or hearing and verification by the Court or hearing officer that the employee did, in fact, attend such trial or hearing and the length of time that the employee was at such hearing or trial.

ARTICLE XVI – UNIFORMS

Section 16.1:

The Village of Albion will supply each police officer of the Village Police Department, as well as each new police officer, with complete uniforms, equipment and supplies as listed below, within thirty (30) days of an employee's date of hire.

Quantity	Item	Quantity	Item
1	Bulletproof Vest	1	Ammunition Case
4	Belt Keepers	2	Badges
1	Gun Belt	1	Holster
1	Collar Brass	1	Name Tag
1	Wallet Case and Badge	1	Set of Hand Cuffs w/Case
1	Side Arm, w/3 Mags	1	A.S.P. Baton w/Holder
1	Pepper Spray w/Case	50	Rounds of Ammunition
1	Trouser Belt	1	Rain Coat
4	Long Sleeve Shirts	4	Turtle Necks
4	Short Sleeve Shirts	4	Pairs of Pants
1	Sweater	1	Pair of Boots
1	Winter Hat	1	Dress Cap w/ Cover
1	Neck Tie w/Clip	1	Radio and Holder
1	Winter/Spring Multipurpose Jacket		
2	Pairs of Gloves Winter/Summer, Not to Exceed $20/Pair		

Section 16.2:

Employees will be paid $250.00 to clean their uniforms. This amount will be paid the first pay day in June each year.

Section 16.3

The uniforms will remain the property of the Village; and when an employee leaves the Police Department, the uniform items in his possession will be returned to the Village.

Within five days after the employee turns in his uniforms, his final paycheck will be issued.

Section 16.4

Officers assigned to details that require them to work in a plain clothes capacity, will receive two-hundred and fifty dollars ($250.00) per year for clothing allowance. This will allow the officer to purchase and maintain civilian clothes to be worn while in the performance of his official duties. If the detail exceeds six months, but is less than one year in duration, the sum will be prorated. The sum will be paid after the officer has completed one year of said detail or when the detail is terminated if it is less than one year in duration. If the detail is less than six months in duration the officer will not be entitled to this allowance.

ARTICLE XVII - PRINTING OF THE AGREEMENT

Section 17.1:

The Village of Albion and The ALBION POLICE BENEVOLENT ASSOCIATION, at their expense, shall furnish the employees with a sufficient number of copies of this agreement for distribution. The cost of printing the agreement shall be shared equally. The Village further agrees to provide each new employee initially appointed after the signing of this agreement with a copy of this agreement within one week following his first day of work. If for any reason, the employee terminates his employment, the copy of the agreement shall be returned to the employer.

Section 17.2:

The Village agrees to provide each member of the bargaining unit with a current copy of the Duties, Rules and Regulations of the Albion Police department coincidental with the distribution of the printed agreement

Section 17.3:

Printed copies of this agreement and the Duties, Rules and Regulations of the Albion Police Department shall be issued no later than sixty (60) days after the signing of this agreement, coincidental with the distribution of the printed agreement.

Section 17.4:

The Village shall provide each member of the bargaining unit with a copy of any additional changes in the Duties, Rules and Regulations of the Albion Police Department; as such duties, rules and regulations are changed or amended by the Village Board or the Police Chief. Such changes in the duties, rules and regulations shall be distributed within a reasonable time.

ARTICLE XVIII - DISCIPLINARY ACTIONS

Section 18.1:

In all matters pertaining to discipline, suspension, or discharge of any covered employee, Section 75 and Section 76 of the Civil Service Law, or at the employee's discretion, the grievance procedure, in all cases, will be applicable.

(a) Prior to selection of one of the procedures but within the twenty-four (24) hour period, an employee may seek and the Chief of Police or his designee will accept or reject a request for Summary Disciplinary Procedure under the Department rules and Regulations. If that method is chosen by mutual agreement the selection process will cease, and the Summary Disciplinary Procedure will be used.

Section 18.2

Any covered employee who is under disciplinary action shall have the right to both, ALBION POLICE BENEVOLENT ASSOCIATION field service representation or legal representation at every stage of such action. The ALBION POLICE BENEVOLENT ASSOCIATION unit president shall have the right to be present at any hearings held in connection with disciplinary action against any covered employee.

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 19.1: Definitions

As used herein, the following terms shall have the following meaning:

(a) Employee: Shall mean any person directly employed and compensated by the Village of Albion and covered by this agreement.

(b) Grievance: Shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this agreement or the rights claimed there under.

(c) Department: Shall mean the Police Department

(d) Supervisor: Shall mean an employee or officer on a higher level of authority above the employee in the department wherein the grievance exists or evaluates his work performance.

(e) Days: Shall mean all days other than Saturdays, Sundays or village designated holidays. Saturdays, Sundays and village designated holidays shall not be counted in computing the number of days within which action must be taken or notice given within the term of this procedure.

Section 19.2: Declaration of Basic Principle

Every covered employee shall have the right to present his grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination, or reprimand, or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

Section 19.3:

Step One

Any employee who claims to have a grievance shall present the grievance in writing to his immediate supervisor (Chief of Police) within ten (10) days after the grievance occurs. The

Chief of Police shall serve a written reply to the aggrieved party or parties within five (5) days of submission of the grievance.

Step Two

In the event the grievance is not disposed of under Step One, the aggrieved employee may request a review of the grievance with the Village Board. Such request shall be submitted to the Village Clerk, in the same manner provided for in Step One of the grievance procedure within ten (10) days of the conclusion of Step One.

The Village Board shall conduct an informal hearing wherein all parties involved may present oral or written statements in support of their positions. The hearings must take place within twenty (20) days following the submission of the grievance to Step one of the grievance procedure.

The Village Board shall serve a written reply to the aggrieved employee within five (5) days from the close of the hearing.

Step Three

In the event the grievance is not disposed of under Step Two of the grievance procedure, the aggrieved employee(s) may submit the grievance to arbitration in the manner provided for below within twenty (20) days from the conclusion of Step Two.

The parties shall meet promptly for the purpose of attempting to select a mutually acceptable arbitrator to resolve the grievance. Should the parties be unable to agree upon a mutually acceptable arbitrator, a request from the grieving party shall be submitted to the Federal Mediation and Conciliation Service requesting a panel of seven names to be submitted to both parties to the dispute.

The parties shall select an arbitrator from the panel submitted by alternately striking the names from the panel until one name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator, after reviewing oral and written statements and testimony presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearings. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, that grievance shall be returned to the parties without decision.
The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived by mutual agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement.

ARTICLE XX - NO DISCRIMINATION

Section 20.1:

The ALBION POLICE BENEVOLENT ASSOCIATION agrees to continue to admit all employees to membership and to represent all covered employees without regard to race, creed, color national origin, age or sex.

The village agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, age, sex or the proper exercise by an employee of the rights guaranteed by the Public Employees Fair Employment Act.

ARTICLE XXI - OVERTIME

Section 21.1:

Eight (8) hours shall constitute a normal workday for all members covered by this agreement. In the event any employee works over eight hours in one day, payment shall be made at the rate of time and one-half the employee's normal hourly rate for all hours worked over eight hours in one day.

Section 21.2:

Offers of overtime shall be distributed to employees within ranks as equally as is reasonably possible during each calendar year. Offers of overtime shall be counted as overtime worked for purposes of equal distribution. Employees who do not wish to be called for overtime shall indicate that in writing not later than June 15 of each year. It is understood by the parties that overtime assignments will be based upon ability to perform the work involved and that such skill differences may result in unequal distributions. It is further understood that nothing in this agreement shall relieve an employee of the duty to report for overtime work when ordered to do so.

Section 21.3: Call-in Pay

Each employee called in to work before or after his/her normal work hours will be guaranteed two (2) hours of pay at the rate of time and one-half his normal hourly rate. Employees, who work on their scheduled day off, shall be paid time and one-half all hours worked on that day.

ARTICLE XXII - LONGEVITY

Section 22.1:

All members of the unit when, within the calendar year, they complete five (5) continuous years of service with the Village of Albion, shall receive $500 per year thereafter in longevity payments; thereafter, this amount shall be increased an additional $100 per year in the 6th through 25th years of continuous service. Those who complete twenty-five (25) continuous years or more shall receive the maximum $2500 per year thereafter in longevity payments. Each annual salaried employee shall have the increases added to his/her salary to be earned, accrued and paid in equal fractions for each payroll period of each succeeding year.

The amounts mentioned in this section are in addition to those figures in Appendix "C and D".

ARTICLE XXIII - IMMUNIZATION

Section 23.1:

All immunization shots recommended by the Village Board of Trustees for members of the department will be paid for by the employer.

ARTICLE XXIV - CIVIL SERVICE LAW

Section 24.1:

It is hereby understood and agreed, that this agreement and each and every part thereof, is subject to the regulations, provisions, ordinances, resolutions, or actions of any kind of nature of the State or Local Civil Service Commission or Personnel Officer, (all collectively referred to as the "law") and shall be construed and enforced only to the extent allowable and within the limits of the law, as if such law were a specific amendment to this agreement. The applications of the law to this agreement, which results in any change, shall in no way give rise to any rights by either party to re-negotiate any part of this agreement.

ARTICLE XXV - WORKER'S COMPENSATION

Section 25.1:

Each member shall be covered by the applicable workers' compensation laws and the employer further agrees that any employee, being eligible for workers' compensation, will receive, in addition to his or her worker's compensation income, an amount to be paid by the employer sufficient to make up the difference between worker's compensation and his regular weekly income based on a regular workweek, for a period not to exceed six months. Each employee who is unable to work as a result of an injury or sickness arising out of the course of employment shall not be charged with sick leave for the difference between the weekly benefits under workers' compensation and his regular salary.

Section 25.2:

The employer shall participate in the state's employment compensation insurance act, providing each employee with the appropriate coverage under the law.

ARTICLE XXVI - APPOINTMENTS AND PROMOTIONS

Section 26.1: Residence requirements

The residency requirements for permanent appointment to a position in the Village Police Department shall be within the boundaries of the following counties Orleans, Monroe, Genesee and Niagara in the State of New York.

Section 26.2: Appointments

The Village Board shall make all permanent appointments, promotions, suspensions, reductions, and dismissals in the Village Police Department, and they shall be in accordance or compliance with the Civil Service Law of the State of New York when it applies.

ARTICLE XXVII - SENIORITY

Section 27.1:

Seniority shall be determined by:

1. Rank
2. Continuous Service in Rank
3. Date of Appointment to Previous Rank or Ranks
4. Date of Appointment to Department
5. Highest Score on Civil Service List from which Appointments were made

Leaves for like cause granted by the Village of Albion board, pursuant to Article XII of this agreement are not included in "continuous length of service" for purposes of determining seniority.

Section 27.2:

An up to date seniority list showing the names, length of service, dates and departmental assignments and rank shall be maintained for inspection by members.

An employee shall forfeit his seniority rights only for the following reasons:

1. Resignation
2. Dismissed and is not reinstated
3. Retires on regular service retirement

The Village is in accordance with the principle that seniority should be a factor in filling job openings, provided the employee is fully qualified otherwise.

The choice of vacations and furloughs shall be by seniority, consistent with the efficient operation of the department.

In the event it becomes necessary to reduce the department, seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first lay off and the last recalled.

Preference for the purposes of selection of vacation and assignment shall be determined by the immediate supervisor. Promotions shall be made in accordance with the Civil Service Law.

ARTICLE XXVIII - COMPENSATION

Section 28.1:

Effective June 1, 2008, the basic hourly rate and salary schedule will increase by 3%.

(Salary Schedule is on "Appendix C")

Section 28.2:

Effective June 1, 2009, the basic hourly rate and salary schedule will be increased by 3%.

(Salary Schedule is on "Appendix D")

Section 28.4:

The base salary as per Number 1 above, exclusive of all other forms of compensation, for the rank of Sergeant shall at all times during this agreement be at least (10%) ten percent more than the rank of patrolman as per Number 1 above.

ARTICLE XXIX - WORKING CONDITIONS

Section 29.1:

The Village shall notify the Police Department at least seven days in advance of any change of the working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Village has no control.

Section 29.2:

The Village agrees that it will make every reasonable effort to schedule police officer's hours of duty to allow, at all times, two police officers on duty during each shift.

Section 29.3:

Rotating shifts – Deleted as of June 1, 2008

Section 29.4:

For the 2005 fiscal year (starting June 1, 2008) and each year thereafter, the "C" shift and "A" shift shall, in addition to their normal hourly rate, be paid at the rate of one dollar (1.25) per hour.

Section 29.5:

Shift pay steps - Deleted as of June 1, 1999.

Section 29.6:

The number of hours actually scheduled to be worked in the work week shall be:

a.	For non-uniformed personnel,	40 hours
b.	For uniformed personnel,	40 hours

Section 29.7:

There shall be three (3) regularly scheduled shifts of uniformed employees covered by this agreement as follows:

"A" Shift starting at 10:00 p.m. and ending at 6:00 a.m.
"B" Shift starting at 6:00 a.m. and ending at 2:00 p.m.
"C" Shift starting at 2:00 p.m. and ending at 10:00 p.m.

Section 29.8:

All employees shall be at work in uniform and ready to work, which shall mean in the patrol work area or other designated area, at the time designated for the start of his shift.

Section 29.9:

All uniform officers will be assigned to one of the regular shifts. Uniformed officers will be permitted to select their assignment based on seniority once each year during the month of November, with the shift assignment to be effective on January 1, of the following year.

Section 29.10:

Any employee on limited duty status may be assigned to any shift, without regard to any provision of this agreement, during the period of such limited duty status.

ARTICLE XXX - EDUCATION

Section 30.1:

Employees will be reimbursed for college courses that are police work related or that lead to a degree in police work will be reimbursed up to $300 per semester with a maximum of $600 per year. Employees will pay for the course up front and will be reimbursed by the Village upon receipt of a passing grade.
All courses leading to a degree in police work that are not clearly police work related, will need to be approved, in advance, by the Chief of Police.

ARTICLE XXXI - MEAL REIMBURSEMENT

Section 31.1:

Employees will be reimbursed up to ten dollars ($10.00) per day for meals when out of town on Village business if meals are not provided and twenty five dollars ($25.00) per day when said business requires the employee to stay out of town overnight.

ARTICLE XXXII - TERMINATION AND MODIFICATION

Section 32.1:

This agreement shall be effective as of the first day of June 2008, and continue in full force and effect until the termination date which shall be the 31st day of May, 2010.

Section 32.2:

If either party desires to terminate this agreement, it shall, 120 days prior to the termination date, give written notice of termination. If neither party shall have given notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party 120 days prior to the current year's termination date.

Section 32.3:

If either party desires to modify or change this agreement, it shall, 120 days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and are to be a part of this agreement without modifying or changing any of the other terms of this agreement.

Section 32.4:

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Village Office, Albion, New York 14411, or if the ALBION POLICE BENEVOLENT ASSOCIATION, Inc., addressed to 482 Delaware Avenue, Buffalo, New York 14202, or to any such address as the ALBION POLICE BENEVOLENT ASSOCIATION, Inc. or the employer may make available to each other. During negotiations, all benefits will remain in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8th day of April 2009.

VILLAGE OF ALBION

Mayor

VILLAGE OF ALBION
POLICE BENEVOLENT ASSOCIATION

Unit President

APPENDIX "A"

DEFINITIONS

A. Association or Union: The Albion Police Unit of the Orleans County Local Civil Service Employees Association, Inc.

B. Member or Employee: A person employed by the Police Department of The Village of Albion covered by this agreement.

C. Service or Length of Service: Includes service with the Public Safety Department and the Police Department of the Village of Albion.

D. Department: Albion Police Department.

E. Employer: The Village of Albion, Village Board with the Mayor as head thereof.

F. Immediate Supervisor: The immediate supervising officer of the member claiming grievance.

G. Grievance: A claimed violation, misinterpretation, or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the department and Shall include all the provisions of this agreement.

H. Association Officer: Refers to officers or representatives of the association.

I. Executive Board: The appointed officers and elected officers of the association, as defined in the association's by-laws.

J. Evaluation Board: The Mayor of the Village of Albion will select two members. The President of the Village of Albion Police Department Unit, Local 837, will select two members. The four members will select a fifth member who will be chairman. All members will be voting members.

K. Representative: One officer or member of the association authorized to represent its membership in the adjustment of grievances or other matters affecting the employees.

L. Village: The Village of Albion.

M. Provisional Police Officer: A police officer hired pending successful completion of Civil Service Examination and completion of Municipal Police Training School. Also a police officer hired as provisional, to fill a vacancy created by a permanent police officer who has been granted a "leave of absence" by the Village Board.

N. Probationary Police Officer: A probationary police officer is one hired with a view to filling a regular position pursuant to the provisions of the Civil Service Law.

O. Permanent Police Officer: A permanent police officer is one who is not classed as a probationary or provisional officer and had received a permanent position or appointment.

P. Seniority: The total length of continuous service of a permanent police officer (including time spent as a probationary or provisional if transferred to a regular status).

Q. Police Officer: The Term "police officer" as defined herein shall, unless other set forth, include provisional, probationary and permanent police officers and policewoman.

APPENDIX "B"

CLASSIFICATION

Employees shall be classified according to the duties they perform. The following job descriptions shall apply in making determination of the proper designation of employee classifications.

Patrolman: The qualifications and duties of a patrolman shall be as per current Civil Service specifications.

Sergeant: The qualifications and duties of a sergeant shall be as per current Civil Service specifications.

Civilian Employees: Police Clerk - The qualifications and duties of the clerk shall be as per current Civil Service specifications.

For the purpose of this agreement, it is noted and agreed that the Village of Albion fiscal year commences on June 1, of each year and it is the anniversary date upon which the employee benefits shall accrue for that year.

APPENDIX "C"

TITLE AND SERVICE TIME

		JUNE 1, 2008
Patrolman		
Starting Salary (new employee)		$ 37,235.51
Step #1:	Upon completion of the police academy or if the new employee has such training when hired, or after one year of service	$ 40,284.71
Step #2:	Completion of two years of service	$ 43,795.54
Step #3:	Completion of three years of service	$ 46,129.20
Sergeant		$ 50,761.07

APPENDIX "D"

TITLE AND SERVICE TIME		JUNE 1, 2009
Patrolman		
Starting Salary (new employee)		$ 38,352.58
Step #1:	Upon completion of the police academy or if the new employee has such training when hired, or after one year of service	$ 41,493.25
Step #2:	Completion of two years of service	$ 45,109.41
Step #3:	Completion of three years of service	$ 47,513.08
Sergeant		$ 52,283.90