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#### Contract Database Metadata Elements

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EVIL  
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AGREEMENT  
BETWEEN  
THE VILLAGE OF SIDNEY NEW YORK  
AND THE  
SIDNEY POLICE BENEVOLENT ASSOCIATION  
1 JUNE 2003 TO 31 MAY 2006

**RECEIVED**

APR 12 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

ARTICLE	TITLE	PAGE
1	Scope of Agreement	1
2	Purpose	1
3	Applicable Law	1
4	Reciprocal Rights	2
5	Hiring New Employees	3
6	Negotiation of New Contract	3
7	No Strike Pledge	3
8	Recognition	4
9	Term	4
10	Residence Requirement	4
11	Dues Deduction	4
12	Basic Work Week	4
13	Overtime	5
14	Call Outs	6
15	Firearms Training	6
16	Personal Leave	6
16A	Bereavement Leave	6
16B	Jury Duty	6
17	Holiday Leave	7
18	Sick Leave	8
19	Vacation Leave	9
20	Salary Schedule	10
21	Longevity & Shift Differential	11
22	Educational Incentive	11
23	Health Insurance	12
24	Dental	13
25	Death Benefit	13
26	Pension	14
26A	457 Deferred Compensation Plan	14
27	Uniforms	14
27A	Clothing Allowance Specialized duties of Investigator	14
28	Liability - Personal Property	15
29	Civil Liability	15
30	Political Activity	16
31	Grievance Procedure	17
32	Working Conditions	18
33	Lump Sum Payment	19
34	Leave of Absence	19
35	P.B.A. Business	19
36	Meal Allowance	19
	Ratification	20

## AGREEMENT

Whereas, Chapter 392 of the laws of 1967 (hereafter referred to as The Taylor Law) empowers the Village of Sidney (hereafter referred to as the Public Employer) to recognize employee organizations for the purpose of negotiating collectively in the determinations of the terms and conditions of employment of the Public Employees as more particularly provided and set forth in said chapter.

Whereas, The Taylor Law further provides that where an Employee Organization has been certified or recognized pursuant to the provisions thereof, the Public Employer shall and hereby is, required to negotiate collectively with such said Employee Organization in the determination of the terms and conditions of employment of the Public Employer as provided therein, and ;

Whereas, the Sidney Police Benevolent Association (hereafter referred to as the P.B.A.) has been recognized by the Public Employer as such an employee organization for those employees hereinafter defined;

Now, therefore, pursuant to and in consideration of the above and mutual covenants herein contained, it is stipulated and agreed to as follows:

## ARTICLE 1 - SCOPE OF AGREEMENT

This agreement shall constitute the entire understanding between the Public Employer and the P.B.A. and represents all rights, privileges and benefits granted by the Public Employer to the members of the P.B.A.

It is agreed by the parties that during the period covered by this agreement neither party shall be obligated to collectively negotiate with respect to any matter referred to or covered in this agreement.

Notwithstanding the foregoing, the parties may, by mutual consent, enter into discussions relating to the terms and conditions of employment. If any such discussions shall lead to an agreement, the agreement shall become effective as part of this Collective Bargaining Agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

## ARTICLE 2 - PURPOSE

It shall be the purpose of this Agreement to provide harmonious and cooperative relationships between the Village of Sidney and its employees, and to protect the public by ensuring at all times, the orderly and uninterrupted operations and functions of the government.

This shall be accomplished by setting forth terms and conditions of employment.

The terms and conditions of employment set forth in this Agreement shall apply to employees classified under the following Civil Service terms: Permanent Appointment, Provisional Appointment, Temporary Appointment, Lateral Transfer and Reinstated Employee.

## ARTICLE 3 - APPLICABLE LAW

If any provisions of this Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such provisions shall not be applicable, performed, or enforced except to the extent permitted by law.

If any provisions of this Agreement is, or shall at any time thereafter, be contrary to law, all remaining provisions of this Agreement shall continue in effect.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of the terms and conditions herein.

#### ARTICLE 4 - RECIPROCAL RIGHTS

The Public Employer recognizes the rights of Public Employees to be represented by the P.B.A. for the purpose of negotiating collectively with the Public Employer in the determination of terms and conditions of employment.

The P.B.A. recognizes the right of the Public Employer to retain and reserve all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and /or the United States of America.

It is understood by the parties hereto that the Village operations are comparatively small and scattered and that several kinds of works are performed in many cases by the same person, and that reasonable flexibility in interpreting the provisions of this Agreement is applied, so that the Public Employer is to meet requirements of its special operating conditions.

It is mutually understood and agreed by both parties to this Agreement that, the management of the Village operation and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, and transfer and other rights to relieve employees from duty for lack of work or for other proper and legitimate reason, is vested and reserved by the Public Employer, subject to limitations provided by law and in this Agreement.

The P.B.A. agrees to cooperate with the Public Employer in disciplining any employee member who is found guilty of not performing their duties in a reasonable and efficient manner or who consistently acts in an objectionable manner to their fellow employees, or those seeking service of the Public Employer. The Public Employer agrees to immediately notify the P.B.A. in writing of any disciplinary action taken.

The P.B.A. agrees for its members that they will individually and collectively perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Public Employer, its good name, and its services to the public.

The exercises of these rights, powers, authorities, duties and responsibilities by the Public Employer and the adoption of such rules, regulations, and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and presented by the P.B.A. , be limited only to the specific and expressed terms of the Agreement.

## ARTICLE 5 - HIRING OF NEW EMPLOYEES

The Commissioner and /or Chief , or others empowered to hire, must hire, at not less than the minimum of the range established for the position, as presented in Article 20 of this Agreement.

All new employees, including Lateral Transfers, shall serve a probationary period of one (1) year. New employees shall have no seniority during this period, shall be subject to all others terms and provisions of the Agreement.

For Clarification Purposes, The Definition Of Lateral Transfer Will Be "Prior Civil Service Credit As A Police Officer In The New York State Police And Firemen's Retirement System". A Lateral transfer is also defined as any part-time police officer who is enrolled in and a member of, the New York state & Local Police and Fire Retirement system, and has successfully completed a basic police academy that is certified by the New York State bureau for municipal police training council and is certified as a police officer in the State of New York. such member's starting salary and other benefits shall be determined by the total service credit as shown by the New York State and Local Police and Fire Retirement system. Any Lateral Transfer Hired By The Village Of Sidney Will Start At A Salary Level Equal To The Member's Prior Time In The Respective Retirement System.

Lateral transfers shall be granted holiday and vacation leave at the completion of a 6 month service period. Such leave time shall be the same as that granted to new hires. The amount of leave granted shall be determined by the date of hire at the Sidney Police Department.

Employees who have worked one (1) year and successfully completed the required training courses shall have that years service credited to their seniority time.

New employees will be hired at the 0-12 month entry level, and Lateral Transfers will be hired at one of the established salary levels. All salary levels are stated in Article 20 of this Agreement.

For the purpose of this Article and Agreement, time of employment in the Sidney Police Department shall be determined from the date of employment , hereinafter referred to as "Anniversary Date"

## ARTICLE 6 - NEGOTIATION OF NEW CONTRACT

The Public Employer and the P.B.A. agree that the negotiations for a new Agreement shall commence not later than 1 November of the year preceding the year of expiration of such Agreement as in force, providing the P.B.A. is the legally authorized bargaining unit of the employees covered by this Agreement

## ARTICLE 7 - NO STRIKE PLEDGE

The P.B.A. affirms that it does not assert any right to engage in a strike against the Public Employer or cause to instigate, encourage, or to condone a strike, to impose any obligation upon its members to cause, instigate, encourage or to condone a strike.

#### ARTICLE 8 - RECOGNITION

The Public Employer recognizes the P.B.A. as the sole and exclusive representative of all full-time regular Police Officers, working forty (40) hours per week in the Village of Sidney Police Department, excluding the Department Head and/or Chief of Police and/or Commissioner of Police and excluding all part-time Special Police, Dispatchers, Jailers, Dog Control Officers. The classification of job titles are for descriptive purposes only.

#### ARTICLE 9 - TERM

This Agreement shall be in effect the first day of June 2003 and continue in full force until the thirty first day of May 2006.

#### ARTICLE 10 - RESIDENCE REQUIREMENT

Employees of the Sidney Police Department may live in the Village of Sidney, New York, or in an adjacent area within a **fifteen (15)** mile radius of the Village limits.

#### ARTICLE 11 - DUES DEDUCTION

The Public Employer will deduct an amount from each P.B.A. member, provided such member has given notice in writing to deduct such amount. The amount to be deducted will be specified by each member when he submits written notice permitting the Public Employer to make such deduction. All amounts deducted by the Public Employer in accordance with this Article shall be remitted to the P.B.A. on a regular monthly basis. The revocation rights are recognized by the P.B.A. under this Agreement in accordance with applicable New York State Law. Each employee, who so desires, can become a member of the P.B.A. if he is employed on a regular full-time basis with the Department. All full time members of the Police Department may have additional amounts deducted by the Public Employer to be remitted to the P.B.A. on a regular monthly basis. A notice in writing to the Public Employer to deduct said amounts, and the amount to be deducted, shall be given to the Public Employer.

#### ARTICLE 12 - BASIC WORK WEEK

Employees covered by this Agreement shall work a basic work period of forty(40) hours every seven (7) days on a shift basis.

## ARTICLE 13 - OVERTIME

Officers covered by this Agreement will be paid at a rate of time and one half (1 1/2) of their hourly wage for work performed in excess of the basic eight (8) hour work day. Such overtime will include, but not be limited to special duty, parades, off duty court appearance, public disturbances, shift coverage or any extension of the basic eight (8) hour work day.

Each member covered by this Agreement will be availed of a program termed Prescheduled Overtime Program. This overtime program will be six (6) hours monthly, provided the overtime is available. This overtime is to be scheduled a minimum of seven (7) days in advance. However, the Department Administrator may require the member to work the six (6) hour overtime at any time before the scheduled date if unforeseen circumstances develop.

Each member covered by this Agreement will be allowed to exercise his option to work the Prescheduled Overtime schedule on a monthly to month basis. Each member shall submit a memorandum to the Department Administrator by the 20th of the month which shall state if the member will or will not participate in the program for the upcoming month. A member who so elects to work the Prescheduled Overtime Program schedule cannot refuse to work the six (6) hours overtime.

The six (6) hour overtime program will not be scheduled for a member's pass day unless that member consents to do so. The six (6) hour overtime program will be scheduled for those members who so elect to participate to enable those members to fulfill the six (6) hour Prescheduled Overtime program in two (2) or less days during the month in which that member has elected to participate in this program (example - four (4) hours on one day and two (2) hours on another day, three (3) hours the first day and three (3) hours the second day).

An overtime list shall be established based on seniority of P.B.A. members. When overtime is available and either all members who are participating in the Prescheduled Overtime Program have worked the overtime or those members who have yet to complete their six (6) hour overtime program cannot be reached, the overtime will be offered first to that officers with the least amount of overtime worked to date, exclusive of the six (6) hour Prescheduled Overtime Program. If that officer refuses the overtime, then the officer with the next least amount of overtime worked to date, exclusive of the Prescheduled Overtime program shall be called. This process shall continue in this sequence until the overtime is accepted. If all officers refuse to work the overtime, then the officer with the least amount of all shall work the overtime.

P.B.A. members who have taken the day off as Holiday, Vacation, Personal or Sick Leave shall not be considered for any overtime for eight (8) hours following the shift the member took off.

Any member attending any training sessions, or retraining sessions for the purpose of maintaining his qualifications, or extending the scope of his expertise in the performance of his duties as a Police Officer shall be compensated at a rate of time and one half (1 1/2) of his base hourly rate for any time it should be necessary to attend such training during his normal off duty hours.

It is further agreed that no member shall be changed from his regular shift without forty-eight (48) hour prior notice from management, nor shall any member be placed off duty for that day with the intent to avoid the payment of overtime.

The Public Employer and the P.B.A. do hereby agree that the Board of Police Commissioners may appoint a member to the specialized duties of conducting in depth criminal investigations. The Public Employer and the P.B.A. also hereby agree that a member so appointed will also be required on a regular basis to perform uniform duties. It is also agreed that a member so assigned to the specialized duties of investigation, that the member so chosen may be required to work irregular shifts and hours and may not be able to work a pre-planned, scheduled shift. The member so assigned must possess and maintain the flexibility, in respect to working hours and shifts in order to complete the tasks of this assignment in a timely and expeditious manner. Hence is agreed that the Public Employer will not be required to notify the member so assigned to the specialized duties of investigation forty eight (48) hours in advance of a change in working hours or shifts. However, this will not apply when the member is required to work a uniform detail or shift



#### ARTICLE 14 - CALL OUTS

Any member covered by this Agreement shall be paid at a rate of time and one half (1 1/2) of his base hourly wage when called in for any special duty including but not limited to, court appearances, parades or public disturbances. Call out time shall apply when a member must return to work during normal off duty hours. A minimum of two (2) hours will be paid for being called out. Overtime or call out time must be compensated as specified above.

#### ARTICLE 15 - FIREARMS TRAINING

The Public Employer agrees to purchase ammunition of the proper caliber and loading for the purpose of training members of the Police Department in the use of firearms.

Ammunition will be provided to officers in caliber and quantities as directed by the Sidney Police Department Firearms Training Officer, or designate.

The Public Employer agrees to train each member of the Sidney Police Department once a year in the use of firearms.

#### ARTICLE 16 - PERSONAL LEAVE

All members covered by this Agreement will receive three (3) working days per year of Personal Leave. Personal Leave shall include any important affair requiring the member's attendance, which cannot be scheduled outside of duty hours. Members shall not be required to state the reason for taking Personal Leave. Personal Leave may be accrued to a maximum of ten (10) days. New Hires and Lateral Transfers shall be granted Personal Leave that shall be pro-rated for the remainder of the calendar year in which they were hired. On the following January 1 both Lateral Transfers and New Hires shall be granted three (3) days Personal leave as outlined above.

#### ARTICLE 16A - BEREAVEMENT LEAVE

Each member covered by this Agreement shall receive three (3) days Bereavement Leave for a death in the member's immediate family. For the purpose of this Article, immediate family shall include the member's spouse, mother, father, children, sister, brother, grandparents, mother in law, father in law, step-parents and step-children. Also one (1) day Bereavement Leave will be granted for a member's sister in law, brother in law, aunt or uncle.

#### ARTICLE 16B - JURY DUTY

Any P.B.A. Member who is called to sit as a juror in any civil, grand, or criminal proceeding as a juror, shall be compensated at his regularly hourly rate if such member is required to attend jury duty on a work day. This shall be considered the member's workday. No member shall be compensated at the rate of time and one half for jury duty. If a member is not required to attend jury duty, he shall immediately notify the police commissioner or his designee to determine what shift such member shall have to work. This article is tentative and may be re-opened if agreed to by both parties.

## ARTICLE 17 - HOLIDAYS

All members covered by this Agreement shall be entitled to one (1) work day off with pay for the following Holidays:

- |                          |                      |
|--------------------------|----------------------|
| 1. New Years Day         | 7. Independence Day  |
| 2. Lincoln's Birthday    | 8. Labor Day         |
| 3. Washington's Birthday | 9. Columbus Day      |
| 4. Easter Sunday         | 10. Veteran's Day    |
| 5. Memorial Day          | 11. Thanksgiving Day |
| 6. Flag Day              | 12. Christmas Day    |

Holiday time earned must be used between January and December of that year in which the holiday falls.

Should a Holiday fall on a member's pass day or pre-scheduled vacation dates, stated non-work dates will not be considered a Holiday, as defined in this Article

Members will be reimbursed for Holiday or Vacation Leave that remains unused at the end of the work day, December 31st. The reimbursement shall be for a maximum of ten (10) days of Holiday or Vacation Leave or a combination of both not to exceed the ten (10) days. The member shall be so reimbursed at that members regular hourly rate for eight (8) hours per unused leave day for a maximum of eighty (80) hours. Reimbursement will be made in the first pay period in January and will consist of a separate check.

Members will be required to notify the Police Commissioner seventy-two (72) hours in advance for the use of Holiday Leave for the purpose of scheduling shift coverage.

New Hires and Lateral Transfers shall be granted Holiday leave upon the completion of a 6 month Probationary period. The amount of Holiday Leave to be granted shall be pro-rated for the remainder of that calendar year, and shall be used as outlined above. For example: Officer hired 01/17 shall not be granted Holiday Leave until 08/01 of that year and then shall receive 4 days of Holiday leave.

Members shall be permitted to use holiday leave in four (4) hour blocks. Members shall notify the police commissioner, or his designee, seventy-two (72) hours in advance for the use of a four (4) hour block, for the purpose of scheduling shift coverage.

## ARTICLE 18 - SICK LEAVE

All members covered by this Agreement shall receive fifteen (15) days paid Sick Leave per year. Such member shall be entitled to use such Sick Leave as necessary to their total accumulated leave, or to a maximum of three hundred (300) working days.

The Public Employer may require a Doctor's certification after three (3) consecutive days of illness. The Police Commissioner may require a member, believed to have some physical or mental disability that will hinder his performance of his regular duties, or jeopardize the safety of his fellow officers of the general public, to undergo an examination by a doctor of the Public Employer's choice, at the expense of the Village of Sidney.

All members covered by this Agreement shall be entitled to use their accumulated Sick Leave as Family Sick Leave. Family Sick Leave pertains to the member's immediate family - spouse and children. Family sick leave may also be used for a member's parent, if such parent is seeking professional medical attention. Family sick leave may also be granted to members whose relatives do not meet the above definition, with approval of the Board of Police Commissioners.

In a job related injury or illness, members covered by this Agreement shall be entitled to full protection and benefits set forth in section 207-C of the General Municipal Law of the State of New York.

With a maximum of one hundred and twenty (120) days accrued Sick Leave at the time of retirement, with twenty (20) years service, any member covered by this Agreement will be compensated at one half (1/2) of total accrued Sick Leave time at a rate of eight (8) hours pay per day, at the members annual accrued salary rate.

New Hires and Lateral Transfers shall be granted Sick Leave at an amount to be pro-rated from the date of hire to the end of that calendar year.

Any P.B.A. member who uses zero (0) to three (3) sick days per year shall be entitled to a sick leave incentive. Such incentive shall consist of one (1) days regular rate of pay, to be included in the first pay check in the proceeding January. For example if a member uses no sick leave for calendar year 2001, he will receive the incentive in the first pay check in January 2002.

## ARTICLE 19 - VACATION

Each member covered by this Agreement shall be entitled to paid vacation as follows:

6 months to 1 year continuous service	1 week
2 years to 4 years of continuous service	2 weeks
5 years to 14 years of continuous service	3 weeks
15 years and above of continuous service	4 weeks

Members service will be determined as of January 1st in the year in which the Vacation is to be scheduled. All vacation shall be taken between 1 January and 31 December and shall be non-accumulative. Approval for vacation requests shall be in a first submitted - first considered basis.

Members who have more than twenty (20) years continuous service with the Village of Sidney Police Department shall receive an additional check in the beginning of December equal to that members accrued salary rate for forty (40) hours.

Members will be reimbursed for Holiday or Vacation Leave that remains unused at the end of the work day, 31 December. The reimbursement shall be for a maximum of 10 days of Holiday or Vacation Leave or a combination of both not to exceed ten (10) days. The member shall be so reimbursed at that member's regular hourly rate for eight (8) hours per unused leave day for a maximum of eighty (80) hours. Reimbursement will be made in the first pay period in January and will consist of a separate check.

At no time will more than two (2) officers, covered by this Agreement, be on Vacation Leave. Members will be required to give the Police Commissioner one (1) month prior notice to taking Vacation and once given approval to take the time, the member cannot rescind the Vacation request unless agreed to by both the member and the Police Commissioner.

Vacation leave may be taken in one (1) day blocks. Members will be required to give the Police Commissioner seventy two (72) hours prior notice for the use of one (1) day blocks.

Lateral Transfers and New Hires shall be granted Vacation Leave after completing a six (6) month Probationary period with the Sidney Police Department, and after having completed six (6) months of continuous service with the Sidney Police Department. At that time they shall receive Vacation Leave as outlined above, starting at the first increment and advancing as stated, i.e. one (1) week after six (6) months continuous service. For the purpose of determining the amount of Vacation Leave to be granted, previous time with another Police Agency shall not count towards continuous service with the Village of Sidney.

## ARTICLE 20 - SALARY SCHEDULE

The following salary schedule shall be implemented and become effective as follows:

### POLICE OFFICER

1 June 2003

0-12 MONTHS	\$31,888
13-24 MONTHS	\$33,555
25-36 MONTHS	\$35,336
37-48 MONTHS	\$37,115
49 MONTHS AND OVER	\$39,011

1 June 2004

0-12 MONTHS	\$32,845
13-24 MONTHS	\$34,562
25-36 MONTHS	36,396
37-48 MONTHS	\$38,228
49 MONTHS AND OVER	\$40,181

1 June 2005

0-12 MONTHS	\$33,830
13-24 MONTHS	\$35,599
25-36 MONTHS	\$37,488
37-48 MONTHS	\$39,375
49 MONTHS AND OVER	\$41,386

Base salary for Sergeants covered by this Agreement shall be established at a rate equal to the top Police Officer's salary plus **Two THOUSAND (\$2,000.00)**. The Lieutenants shall be compensated at the base salary rate for the Sergeants, plus one thousand dollars (\$1,000.00).

The Public Employer and the P.B.A. do hereby agree that the Board of Police Commissioners may appoint a member to the specialized duties of investigation who when acting in this capacity has the primary responsibility of conducting in depth criminal investigations. The Public Employer and the P.B.A. also hereby agree that a member so appointed will also be required on a regular basis to perform uniform duties. It is hereby agreed that the said member so appointed to the specialized duties of investigation shall be compensated at the same salary rate as specified for Sergeant.

## ARTICLE 21 - LONGEVITY AND SHIFT DIFFERENTIAL

Shift differential shall be paid to members working from the beginning of the afternoon shift to the end of the night shift, and any hours in between i.e.: member works from 10:00 a.m. to 6:00 p.m. shall receive Shift Differential from the start of the afternoon shift until 6:00 p.m. or a member works from 3:00 a.m. to 11:00 a.m. shall receive Shift Differential from 3:00 a.m. to the end of the night shift.

Shift Differential shall be paid at the rate of fifty cents (\$.50) per hour.

Longevity shall be reestablished effective 1 June 1994. Longevity shall be based upon the member's date of full time, permanent appointment to the Sidney Police Department. Members date of service shall be calculated from the commencement of employment with the Village of Sidney to June 1st of the calendar year the employee becomes eligible for said payment.

Longevity shall be distributed equally in the member's twenty six (26) paychecks and shall be made a part of the members base rate of pay.

Members covered by this Agreement shall receive longevity payments until they terminate employment with the Sidney Police Department.

Longevity shall be paid at the following rates:

10 to 14 years service	\$300.00
15 to 19 years service	\$600.00
20 years service and above	\$800.00

## ARTICLE 22 - EDUCATIONAL INCENTIVE

Any member covered by this Agreement, who holds a Criminal Justice or Police Science college degree will receive the following monies:

Associate Degree	\$350.00
Bachelor Degree	\$500.00
Master Degree	\$650.00

All incentive monies in this Article shall be incorporated into the annual accrued salary and distributed equally in each of the twenty six (26) paychecks.

Any other college degree earned, held by a member covered by this Agreement may be applicable for qualification under this Article upon review and acceptance of presented degree by the Public Employer and the P.B.A. , with final determination being made by the Public Employer.

Any member qualifying for the Educational Incentive shall be compensated for one (1) degree, and if any member holds more than one (1) degree, the highest degree.

## ARTICLE 23 – HEALTH INSURANCE

The Public Employer agrees to provide and continue to maintain the Health Insurance Program. The Public Employer will pay one hundred percent (100%) of the premiums for the member and his family (dependent coverage). Members will be responsible for paying the co-pays or deductibles that exist for the current plan as required by the said plan.

**Effective January 1<sup>st</sup>, 2003, through mutual agreement between the Public employer and the Sidney PBA, the active PBA employees changed insurance plans from the M.V.P. HMO to the N.Y.S. Teamsters Council Health and Hospital Fund, for Medical, Prescription, (with co-pays), Vision, Dental and Life Insurance coverage.**

**Both parties acknowledge that the N.Y.S. Teamsters Council Health and Hospital Fund plan covers only active employees and not retirees. Therefore, it was mutually agreed that the retirees would remain on the current insurance plan of M.V.P. HMO. Both parties acknowledge that the retirees are eligible for insurance coverage which is equivalent to the active employee plan, and no part of this amendment will serve to reduce or eliminate these benefits.**

**Retired members will be responsible for paying the co-pays as required by their chosen plan. The Public Employer will provide the following supplement rider coverage to the M.V.P. HMO plan: Prescription plan,(with co-pays), eyewear coverage and the Public Employer will also waive the two-hundred-forty dollar (\$240.00) hospital care co-payment. If the insurance plan drops the Vision Rider and no other plan can be found for the retirees, the public employer will pay up to two-hundred dollars, (\$200.00), once per calendar year to cover eye exams, frames and or lenses with proper receipts.**

**These different insurance plans are to remain in effect unless and until either the Public employer or the PBA can find a cost effective insurance plan to combine both active and retired employees into one insurance plan.**

The P.B.A. agrees not to hold the Public Employer liable in the event that policy changes are made by the carrier, and full coverage is not available to the members of the P.B.A. If the insurance carrier cancels any portion of the existing policy, the Public Employer will attempt to maintain the canceled portion through another insurance carrier. If coverage is found to be available through another insurance carrier, by the P.B.A. or the Public Employer, the Public Employer will resume said canceled coverage through the new carrier.

The Public Employer agrees that all members covered by this Agreement, who retire from the Sidney Police Department with twenty years (20) or more of service, or who enter retirement as a result of a job related injury or illness, will be provided, at no cost to the member, any and all health benefits, as stated in the current Agreement. The benefits will be in effect for the remainder of the retired member's life.

## ARTICLE 24 – DENTAL INSURANCE

The Public Employer agrees to provide and to maintain the Dental Coverage for both active and retired members of the Sidney PBA. The Public Employer agrees to pay one-hundred percent (100%) of the premiums for the active member and his/her family (dependents) coverage and one hundred percent (100%) of the premiums for the individual retirees.

**Effective January 1<sup>st</sup>, 2003, through mutual agreement between the Public Employer and the Sidney PBA, the active PBA employees changed insurance plans from the Guardian Dental to the N.Y.S. Teamsters Council Health and Hospital Fund for Dental Coverage.**

**Both parties acknowledge that the change in insurance to the N.Y.S. Teamster Council Health and Hospital Fund, covers only active employees and not retirees. Therefore, it was mutually agreed that the retirees would maintain Dental Insurance Coverage equivalent to that formerly provided by the Guardian Dental Plan, as follows:**

**The Public employer will pay 100% of the Teamsters Dental Plan for retirees, (which is a different insurance plan from the active member's plan). The plans maximum pay out is \$750.00 per calendar year. In addition, the Public Employer will pay out up to a maximum of \$750.00 per calendar year for dental expenses for the individual retiree with proof of the expense, and that they had filed their basic dental claims with the Teamster's Insurance company prior to reimbursement. As a result, this system will be equivalent to the Guardian plans maximum payout per year of \$1500.00.**

**These different insurance plans are to remain in effect unless and until either the Public Employer or the PBA can find a cost effective insurance plan to combine both active and retired employees into one insurance plan.**

The P.B.A. agrees not to hold the Public Employer liable in the event that policy changes are made by the carrier, and full coverage is not available to the members of the P.B.A. If the insurance carrier cancels any portion of the existing policy, the Public Employer will attempt to maintain the canceled portion through another insurance carrier. If coverage is found to be available through another insurance carrier, by the P.B.A. or the Public Employer, the Public Employer will resume said canceled coverage through the new carrier.

**Both parties acknowledge that the retirees are eligible for insurance coverage which is equivalent to the active employee plan, and no part of this amendment will serve to reduce or eliminate these benefits.**

The Public Employer agrees that all members covered by this Agreement, who retire from the Sidney Police Department after twenty years (20) or more of service, or who enter retirement as a result of a job related injury or illness, will be provided, at no cost to the member, any and all Dental benefits, as stated in the current Agreement. The benefits will be in effect for the remainder of the retired member's life.

## ARTICLE 25 - DEATH BENEFIT

The Public Employer hereby agrees to provide benefits authorized in section 208-B of the General Municipal Law of the State of New York, for a Police Officer killed in the line of duty. The public employer shall assist the P.B.A.. and the survivors of any member killed in a line of duty death in obtaining all possible available benefits.



## ARTICLE 26 - PENSION

The Public Employer agrees to provide coverage for all members covered by this Agreement under the New York State and Local Police and Fire Retirement System, Plan 375-C. All members covered by this Agreement shall have the opportunity to enroll in the NYS&LP&F Plan 384-D, Special Plan, the Twenty (20) Year service, half (1/2) pay or NYS&LP&F Plan 384-F, special Plan; the Twenty five (25) year service half (1/2) pay with one sixtieth (1/60th) F.A.S. Rider. The 384-D, Twenty(20) Year Plan shall be adopted by the Village of Sidney no later than 1 August 1988.

### ARTICLE 26a – 457 PLAN (Volunteer participation) (was an addendum to prior contract)

The Public Employer adopted a resolution on January 22, 1996 where upon the Village of Sidney adopted to join “the Deferred Compensation Plan for employees of the State of New York and other Participating Public Jurisdiction”, (the “Plan”) for the voluntary participation of all eligible employees.

The Union agrees that its members may voluntarily participate in the New York State Deferred Compensation Plan as it was adopted by the Board at a Board meeting on January 22, 1996, as long as the Village so participates. Participation shall be in accordance with the rules established, from time to time for the plan.

## ARTICLE 27 - UNIFORMS

It is the purpose of this Article to ensure that the Public Employer received the best possible service from members covered under this Agreement, and that the members are provided with adequate equipment to perform their duties and provide for their safety.

The Public Employer shall provide all members the following articles to wear while on duty: shirts, long and short sleeve, trousers, Sam Browne belt, handcuffs, badges, nameplates, collar insignia, winter jacket, fall/spring jacket, raincoat, boots, overshoes, gloves, protective body armor vest, helmet, baton, handgun, holster and hat.

Such articles will be replaced when worn or issued on a yearly basis, or as decided by the Police Commissioner, with the exception of shoes, which shall be replaced or repaired when necessary.

The Public Employer will also provide the following cleaning of uniforms in the following manner : two (2) pair of trousers per week and each type of jacket four (4) times per year and the leather jacket as needed with the approval of the Police Commissioner.

Any uniforms requiring alterations or repairs by a seamstress/tailor will be performed by an authorized seamstress/tailor at no expense to the member. Authorization for necessary alteration or repairs will be through the Quartermaster on a case by case basis.

### ARTICLE 27 b – CLOTHING ALLOWANCE – SPECIALIZED DUTIES OF INVESTIGATOR

A clothing allowance for the Specialized duties of Investigator shall be up to \$500 for the first year of appointment and thereafter an allowance of up to \$300 per contract year ( June – May) with a current ~~a-current~~ years receipt of payment(s) for the items.

In order to be eligible for the clothing reimbursement you must have been assigned to Specialized Duties of Investigation for a majority of the fiscal year, (over 6 months). Also for the clothing allowance to be applicable is when the duties of the job responsibilities require the wearing of civilian clothing.

## ARTICLE 28 - LIABILITY - PERSONAL PROPERTY

Any member covered by this Agreement whose eyeglasses, wristwatch or any other personal property is broken or damaged during an altercation or in the performance of official duties, shall have such damage repaired or such personal object replaced, if necessary, by the Public Employer. To be eligible for coverage, the member must report said damage to the Police Commissioner or Officer in Charge as soon as possible and at last within twenty four (24) hours after the damage occurred.

A member covered by this Agreement whose uniform clothing is damaged during an altercation or in the performance of his official duties, shall have said damaged item repaired or replaced if necessary by the Public Employer. Again, this must be reported as soon as possible, and at least within twenty four (24) hours after the damage occurred.

A member covered by this Agreement will not be required to use his personal vehicle for Department or Village business.

## ARTICLE 29 - CIVIL LIABILITY

The Public Employer shall provide indemnity from liability in accordance with Public Officers Law Article 18.

Such Article reads as follows: Based upon a motion of the Village Board, it is moved as follows:

The Village shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose while the employee was acting within the scope of the employee's public employment or duties; provided further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount or settlement by the Board.

Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this resolution shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

The Board shall not indemnify or save harmless an employee with respect to punitive or exemplary damages fines or penalties or money recovered from an employee pursuant to Section 51 of the General Municipal Law. However, the board shall indemnify and save harmless its employees in the amount of any costs, attorney's fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of the employee's public employment or duties, has, without willfulness or intent on the employee's part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this state or of the United States.

Upon entry of the final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days from the date of entry or settlement, upon the Clerk of the Board; and, if not inconsistent with the provisions of this resolution, the amount of such judgment or settlement shall be paid by the Village.

The duty to defend or indemnify to save harmless prescribed by this resolution shall be conditioned upon (1) delivery by the employee to the Clerk of the Village of a written request to provide for his defense together with the original or copy of any summons, complaint, process, notice, demand or pleading within ten (10) calendar days after the employee is served with said document and (2) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the Village based upon the same act or omission and in the prosecution of any appeal.

Upon compliance by the employee with the provisions of the last paragraph, the Village shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of the employee's public employment or duties. This duty to provide a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Village employing such employee.

The employee shall be entitled to be represented by private counsel of the employee's choice in any such civil action or proceeding whenever the Village attorney or other counsel designated by the Village determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his choice provided, however, that the Village attorney or other counsel designated by the Village may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorney's fees and litigation expenses shall be paid by the Village to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the Board.

The Board may from time to time purchase insurance from any insurance company created by or under the laws of the State of New York, or authorized by law to transact business in the State of New York, against any liability imposed by the provisions of this resolution, or to act as self-insurer with respect thereto.

For the purposes of this resolution, the term "employee" shall mean any member of the Board, employee, volunteer, as well as a former employee, that person's estate or judicially appointed personal representative.

The benefits of this resolution shall supplement and be available in addition to defense or indemnification protection conferred by any other enactment.

The Public Employer, by the adoption of this resolution shall, through its insurance carrier, provide that the employee may pick his own attorney, will be provided legal defense for criminal charges and will also provide that any member involved in such actions will be compensated at the rate of time and one half (1 1/2) for any and all time exceeding the basic eight (8) hour work period .

#### ARTICLE 30 - POLITICAL ACTIVITY

Members covered by this Agreement shall be able to join political associations and to make political contributions consistent with the provisions of the New York State Election Law, Section 71-10 (3) , as amended.

## ARTICLE 31 - GRIEVANCE PROCEDURE

The Public Employer and the P.B.A. acknowledge the necessity for a simplified Grievance Procedure to handle the administration of grievances, as defined hereunder.

A grievance shall mean any claimed violation, misinterpretations or alleged inequitable application of any existing laws or duly established rules, procedures, regulations or administrative orders of the Village of Sidney, and the Sidney Police Department and shall also include any dispute arising under or related to this Agreement, or any term thereof.

All grievances must originate from the local bargaining unit, the Sidney P.B.A. and must be signed by the President or his designee. A designee is defined as a member of the Sidney Police Benevolent Association and is representing the Sidney Police Benevolent Association. Further it is agreed that all grievances must be presented within FORTY-FIVE (45) days of the implementation of the alleged violation, misinterpretation or alleged inequitable application of this Agreement.

All grievances shall be administered as per the following procedure and such determination, finding and settlement of the grievance shall be binding on both parties and not open to interpretation or appeal, unless a criminal violation can be proven between the mediator and one of the parties.

The P.B.A. shall establish a Grievance Committee as set forth in the Sidney Police Benevolent Association By Laws.

Step 1 : The P.B.A. Grievance Committee shall discuss the grievance with the Police Commissioner. If the grievance is not resolved to the satisfaction of the member involved within two (2) working days, a written statement, signed by the President or his designee and detailed above shall be submitted to the Police Commissioner by the Grievance Committee.

Step 2 : After presentation to the Police Commissioner, the Commissioner shall have five (5) business days from the presentation of the written grievance to respond. Upon presentation of the written reply of the Police Commissioner to the P.B.A. , and if rejecting the Police Commissioner's reply shall within five (5) business days, present the grievance and the Police Commissioner's written response to the Safety Committee of the Village of Sidney for review. The Safety Committee shall then consider the grievance and shall have five (5) business days to reply to the P.B.A. with a decision either sustaining or rejecting the grievance.

Step 3 : The Grievance Committee, no later than ten (10) business days from the receipt of the reply from the Safety Committee, may request arbitration from the Public Employees Relations Board (P.E.R.B.) The selection of an acceptable arbitrator shall be made from a list of arbitrators supplied by P.E.R.B. and selection of an acceptable arbitrator to the Public Employer and the P.B.A. shall be conducted by the rules established by P.E.R.B.

The arbitrator shall act in a quasi-judicial, not legislative, capacity and shall have no right to amend, modify or add to this Agreement or subtract from, nullify or ignore any of its provisions. The said arbitrator shall only consider and make a decision with respect to specific issue or issues submitted, and shall have no authority to make a decision on any other issue not so submitted.

In the event the arbitrator finds a violation of the terms of this Agreement he may fashion an appropriate remedy .

The arbitrator shall not have any authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any municipal ordinance, local law or resolution. The decision of the arbitrator shall be based solely upon the interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance. A decision rendered which is consistent with the terms of this Agreement shall be final and binding.

If a grievance is not presented within the time limits set forth, it shall be considered waived, there being no further appeal. If a grievance is not appealed within the time limits set forth above it shall be settled based on the reply given at the last Step. If the employer representative does not answer the grievance within the time limits set forth above, the Union shall have the right to refer the grievance to the next step in the procedure.

The fees and expenses of the arbitrator and the cost of a stenographer shall be equally divided between the P.B.A. and the Public Employer. A stenographer shall be hired only if both the P.B.A. and the Public Employer agree to the need for having a stenographer present. The arbitrator shall be compensated only for the time of the actual hearing plus an equal amount of time for research and composing of the ruling. (e.g. eight (8) hours of hearing would allow eight (8) additional hours of research and composing of the decision.)

Each party to the grievance shall be responsible for the compensation of its own representatives and witnesses and for the purchase of its own copy of the transcripts.

The arbitrator shall have the authority to require the presence of witnesses and/or documents consistent with law.

Matters relevant to the grievance procedure may be extended by mutual written agreement. Any step of the grievance Procedure may be bypassed by mutual written agreement. The grievance and arbitration procedure set forth in this Agreement shall be the sole and exclusive means by which a grievance is resolved.

#### ARTICLE 32 - WORKING CONDITIONS

It is the purpose of this Article to ensure that the Public Employer receives the best possible services from the members covered by this Agreement and that said members are provided with adequate environmental conditions to ensure the physical, mental and overall well being and safety of said members in the performance of their duties

The Public Employer shall notify the P.B.A. or members affected at least forty eight (48) hours in advance, in writing, of any changes in working conditions, except when such change is required in the event of an emergency as defined herein as an immediate crisis which will likely result in an imminent threat to public safety, or other major disaster.

### ARTICLE 33 - LUMP SUM PAYMENT

Upon retirement or resignation of any member covered by this Agreement, that member will receive from the Public Employer a lump sum payment of any and all unused Holiday and Vacation leave that remains. Payment will be based in accordance with Articles 17 and 19 of this Agreement.

Upon the death of any member covered by this Agreement, the Public Employer will pay to that member's family or estate, all unused Holiday and Vacation Leave that remains. Payment will be in accordance with Articles 17 and 19 of this Agreement.

These lump sum payments as described above will be made in the next immediate pay period following the member's retirement, resignation or death. Said payment will be in a separate check.

### ARTICLE 34 - LEAVE OF ABSENCE

All members covered by this Agreement shall be entitled to a paid Leave of Absence in the event such member is requested to attend any court or judicial appearance arising out of acts through the member's scope of employment other than those court appearances as stated in Article 13 and 15 of this Agreement.

A written request by a member for a Leave of Absence, without pay, up to one (1) year, may be granted by the Public Employer. The Public Employer shall not unreasonably deny a request for a Leave of Absence.

### ARTICLE 35 - P.B.A. BUSINESS

The Public Employer will allow the Sidney P.B.A. to erect and maintain a bulletin board for the exclusive use of posting of P.B.A. notices and announcements. The Public Employer will allow space in the Police Department for a file cabinet for P.B.A. use.

The Public Employer will allow the President of the Sidney P.B.A. to use three (3) days per year, with pay, off from work, to conduct union business. The Public Employer will also allow the Vice President and Treasurer of the Sidney P.B.A. to use one (1) day per year, per officer, with pay, off from work to conduct union business. This time will not be deducted from the P.B.A. Officer's earned Annual Leave and will be used strictly for the purpose of attending union activities. No P.B.A. Officer shall be permitted to take time off, for union business, as detailed above, if it shall incur the payment of overtime for shift coverage. Members shall receive no shift Differential or Overtime for these activities.

### ARTICLE 36 - MEAL ALLOWANCE

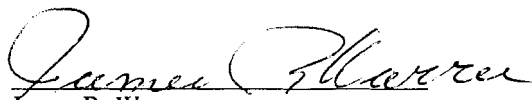
Any member covered by this Agreement, who is attending any Department authorized or approved training school, or who would otherwise be eligible for a meal reimbursement (out of Village activities while on duty) , will be reimbursed for said meals at the following rates:

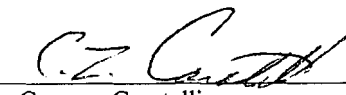
Breakfast	\$6.50
Lunch	\$9.00
Dinner	\$15.00

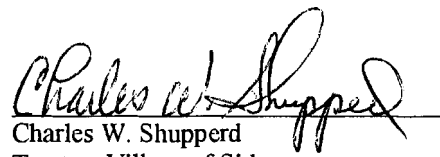
Taxes and tips will not be part of the basic meal allowance, and will be reimbursable, above and beyond the meal allowance. A receipt will be required for reimbursement.

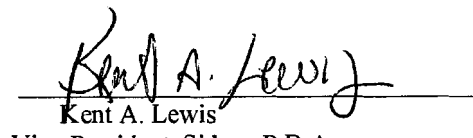
RATIFICATION

We, the undersigned representatives of the Public Employer and the Sidney Police Benevolent Association hereby agree that all of the preceding Articles are acceptable to our representative groups and that this Agreement shall become effective on 1 June 2000 and remain in effect until 31 May 2003.

  
James R. Warren  
Mayor, Village of Sidney

  
Caspere Caratelli  
President, Sidney P.B.A.

  
Charles W. Shupperd  
Trustee, Village of Sidney

  
Kent A. Lewis  
Vice-President, Sidney P.B.A.

Dated: 5/13/03

Dated: 5-06-03