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

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Delhi, Village Of And Delhi Police
Benevolent Association

VI / POL

AGREEMENT

between

VILLAGE OF DELHI

and

VILLAGE OF DELHI POLICE BENEVOLENT ASSOCIATION

JUNE 1, 2002 - MAY 31, 2004

RECEIVED

SEP 24 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement is entered into this _____, by and between the Village of Delhi (hereinafter "Village") and the Village of Delhi Police Benevolent Association (hereinafter "PBA").

ARTICLE 1 - Recognition, Membership Dues and Agency Shop Fee

1.1 Recognition

The Village hereby recognizes the PBA as the sole and exclusive bargaining representative for all full-time Police Officers, excluding the Chief of Police and all other Officers.

1.2 Membership Dues Deductions

Upon written authorization of the unit member concerned, or until the affected unit member subsequently revokes the authorization, in writing, to both the Village and the PBA, the Village shall deduct membership dues from each payroll check in the amount specified in the authorization. The Village shall forward all dues deductions to the PBA, or its designee, immediately following the last payroll in every month.

ARTICLE 2 - PBA Obligations, Rights and Responsibilities

2.1 Affirmation Not to Strike

The PBA affirms that it does not assert the right to strike against the Village, to assist or participate in any strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

2.2 PBA Bulletin Board

2.2.1 There shall be a designated bulletin board, or a reasonable section thereof, within the Police Department for use by the PBA. All PBA notices must be signed by the appropriate PBA officer and approved by the Chief of Police. All notices must bear the date of posting and the date for removal and be removed by the PBA promptly when the date for removal has been reached.

2.2.2 The Village reserves the right to remove material not meeting the requirements as stated herein and shall not be responsible for the contents contained in any notices.

Labor/Management

2.3.1 Authorized spokespersons for the Village and the PBA shall meet at the request of either party to discuss questions or differences of opinions concerning the administration of this Agreement or other terms and conditions of employment. The request shall be made to the Village Mayor or designated representative, or to the PBA President, or designated representative, and shall include a statement of the specific subject matter or matters to be discussed.

2.3.2 The Labor/Management meeting shall be scheduled by mutual agreement.

2.3.3 The parties shall be under no obligation to reach agreement on any matter which is the subject of Article 2, sub-section 2.3.

2.3.4 In the event the parties decide to formally amend this Agreement, such amendment shall be reduced to writing, attached and made a part of this Agreement.

ARTICLE 3 – Management Rights Clause

The PBA recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency, are the sole responsibilities of the Village, as Employer. The PBA further recognizes that these rights include, but are not limited to, the right of the Village to direct its work force, to make all decisions as to the operation of the Police Department and its work force, the increase and/or decrease in the work force, transfers, assignments, staffing, discipline, hiring, firing, promoting, training and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement.

ARTICLE 4 – Overtime and Call In

4.1 Overtime Payment and Compensation

4.1.1 Unit members shall be entitled to cash payment or compensatory time, at the unit members' option pursuant to the Fair Labor Standards Act, at one and one-half times (1.5X) their normal rates of pay for all time worked on their days off or time worked in excess of eight (8) hours within any work day, or forty (40) hours in a work week.

4.1.2 Compensatory time shall be taken at a mutually agreed upon time, in writing, between the unit member and the Chief of Police, and such approval shall not be unreasonably denied.

4.1.3 All compensatory time not taken by the end of each fiscal year shall be compensated for by cash payment by no later than the second (2nd) pay period of the new fiscal year. Unit members may accumulate and carry up to forty (40) hours compensatory time per fiscal year.

4.1.4 All paid leave taken shall be considered as hours worked for the computation of overtime.

4.1.5 The Village shall offer all open tours to unit members on a rotating basis. Open tours shall be offered to the next full-time Police Officers on a list maintained by the Chief of Police. In the event the unit member declines the overtime, it may be offered to part-time Police Officers.

4.1.6 An open tour shall be defined as the workday during which a full-time Police Officer of the Village of Delhi is regularly scheduled to work.

4.1.7 A unit member who is already working an eight (8) hour shift and then elects to work an open tour shall not work more than four (4) hours of overtime. In the event of an emergency, that unit member may work past four (4) hours of overtime worked.

4.2 Call In Pay

Except in circumstances as stated in Article 4, sub-section 4.3 below, unit members who are called in on their time off from their regularly scheduled tour of duty on Department and/or Village related matters shall receive a minimum of four (4) hours pay or time spent, whichever is more, at the applicable overtime rate. Department matters shall include, but are not limited to, training.

4.3 Court Time

Notwithstanding the above, all unit members who are required to report for court, Grand Jury and/or District Attorney interviews during their time off, and such time off is not contiguous to their regularly scheduled tour of duty, shall be guaranteed a minimum of two (2) hours of overtime pay, or time spent, which ever is more, at the applicable overtime rate.

ARTICLE 5 – Vacation

5.1 Vacation Accumulation

An annual vacation with pay shall be granted to all unit members in accordance with the following schedule:

<u>Year of Service Completed</u>	<u>Vacation</u>
1 – 4 years	10 work days (80 hours) annually
5 – 9 years	15 work days (120 hours) annually
10 years and above	20 work days (160 hours) annually

5.2 Posting and Approval

Vacation leave shall be granted upon the approval of the Chief of Police for each calendar year following the year in which it is earned, at which time the unit members shall select vacation on the basis of seniority for the year in which it is to be taken. Employees who select vacation in minimum blocks of one (1) work week shall be given preference for vacation on the basis of seniority in the Department.

5.3 Minimum Vacation Time

Vacation leave shall be granted and may be used in units of four (4) hours or multiples thereof, but shall not have preference to vacation blocks as set forth above.

5.4 Earned Vacation

Vacation shall not be granted and used until it is fully earned.

5.5 Effect of Holiday During Vacation

When a Holiday, as enumerated in Article 7, sub-section 7.1, falls on a scheduled day of vacation of a unit member, the unit member shall not be charged a day of vacation for that Holiday.

5.6 Carry Over

All unit members shall be entitled to accumulate and carry over up to one (1) work week (40 hours) of vacation time from year to year. All vacation accumulation carried over shall be taken within ninety (90) calendar days of the start of the new calendar year. In the alternative, unit members may elect to receive cash payment for any accumulated vacation carried over during the ninety (90) calendar day period. Said cash payment shall be compensated no later than the next pay period after it is requested.

5.7 Separation Payment

In the event of separation of any unit member from service, a unit member or unit members' beneficiary or estate, as the case may be, shall be compensated for by cash payment (if estate, held until claim made by the estate) of all unused vacation credits no later than the payroll following separation.

ARTICLE 6 - Sick Leave

6.1 Accumulation

All unit members shall be credited with one (1) sick leave day per month, credited on the last day of the month, for a total of twelve (12) work days (96 hours) per year.

6.2 Authorization

Sick leave shall be authorized in the event of the illness or other physical disability of the unit member up to the full extent of accumulated sick leave credits.

6.3 Family Sick Leave

In the event a member of an unit member's immediate family is sick, a unit member may use up to five (5) of his/her accumulated sick leave days per fiscal year, non-accumulative. Immediate family shall be defined as a unit member's spouse and dependent children.

6.4 Notification

The unit member is responsible for notifying the Department each time sick leave is to be taken. The unit member shall notify the Department a minimum of two (2) hours before the start of the scheduled shift, except in case of emergency.

6.5 Physician's Certificate

6.5.1 Upon absences of more than two (2) consecutive work days because of illness or disability which is not job-related injuries, illnesses or disabilities, the Chief of Police may require that a physician's certificate be furnished substantiating the unit member's claim of illness or disability.

6.5.2 Before returning to work following a protracted illness or disability of five (5) or more work days, the unit member must furnish a statement from the unit member's doctor stating that such unit member has recovered from the illness or disability, except as set forth in Article 6, sub-section 6.5.1, to the extent that he/she is able to resume his/her duties as a Police Officer.

6.6 Unused Sick Leave

6.6.1 Sick leave credits may be accumulated up to a maximum of one hundred fifty (150) days (1,200 hours).

6.6.2 Upon retirement of a unit member, he/she shall have the following options:

- A. Be paid for fifty percent (50%) of all accumulated sick leave at the rate in effect at that time; or
- B. Convert all accumulated sick time to a cash equivalent at the rate of pay in effect at that time to be applied toward the monthly premium for continued health insurance.

6.6.3 It is agreed and understood by and between the parties that the last remaining premium payment based on the above shall be paid by the Village when the employee's conversion is insufficient.

6.6.4 When a retiree has used all converted sick leave, the retiree may opt for continued coverage under the Village health insurance plan with the retiree paying one hundred percent (100%) of the individual or family premium.

6.6.5 Unit members, upon retirement, may also convert fifty percent (50%) of their accumulated sick time to cash, with no continuing medical insurance coverage.

6.6.6 Unit members who do not utilize sick time during a fiscal year shall be paid a bonus as follows:

<u>Sick Time Usage</u>	<u>Bonus</u>
Less than three (3) days	\$200.00
No days used	\$300.00

ARTICLE 7 – Holidays

7.1 Paid Holidays

Employees shall be entitled to the following twelve (12) paid Holidays per year whether worked or not:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

In addition to the above listed Holidays, each unit member shall be authorized two (2) paid Floating Holidays to be taken within the fiscal year upon written request to and approval by the Chief of Police.

7.2 Holiday Pay

7.2.1 Holidays shall be considered normal workdays for scheduling purposes.

7.2.2. Unit members who work on listed Holidays shall receive holiday pay plus time worked. Unit members who work on New Year's Day, Thanksgiving or Christmas Day shall be compensated at the rate of two and one-half times (2.5X) their hourly rate of pay for all hours worked on the Holiday.

7.2.3 Holiday pay shall be paid in the pay period in which the Holiday is celebrated.

7.2.4 In the event a unit member's regularly scheduled day off (pass day) occurs on any or the annual Holidays listed above, the unit member shall be paid an additional eight (8) hours of pay in the pay period of which that Holiday is celebrated.

7.3 Compensatory Time as Holiday Pay

In the event a unit member elects to take compensatory time off in lieu of cash payment for any benefit due under this Article, the taking of such time shall be on the written request of the unit member as to the actual date to be taken, subject to the approval of the Chief of Police.

7.4 Unused Holiday Compensatory Time

In the event a unit member elects to take compensatory time for any or all Holidays worked under this Article and the time is not taken by May 31st of the Village's fiscal year, all unused time shall be converted back to cash and paid to the unit member no later than the second (2nd) pay period in June at the rate in effect for the unit member on May 31st of the year the Holiday was earned.

ARTICLE 8 – Personal Leave

8.1 Personal Leave Crediting

Effective June 1st of each year, all unit members shall be credited with four (4) work days (thirty-two (32) hours) of personal leave. Affected unit members who enter service on or after June 1st of each year shall be credited with one (1) day (eight (8) hours) of personal leave for each full quarter remaining in that fiscal year (September 1st – 24 hours; December 1st – 16 hours; March 1st – 8 hours).

8.2 Definition

Personal leave is defined as paid leave for the purposes of conducting personal business.

8.3 Restrictions

Personal leave shall not be used to extend a Holiday, vacation day or any paid leave.

8.4 Approval

Requests for personal leave must be made to the Chief of Police in writing not less than three (3) calendar days in advance of the requested date(s), except in an emergency.

8.5 Minimum Time to be Used

Personal leave may be used in blocks of one (1) hour or any multiple thereof.

8.6 Personal Leave at Separation from Service

Any unused personal leave credits shall not be compensated for in the event of separation of a unit member from the Village.

ARTICLE 9 – Bereavement Leave

A unit member may take the following paid time off as a result of a death in the unit member's family:

9.1 Spouse or Children

Five (5) work day (40 hours) per occurrence.

9.2 Father, Mother, Sister(s) or Brother(s)

Three (3) work days (24 hours) per occurrence.

9.3 Other Relatives

One (1) work day (8 hours) per occurrence, upon the approval of the Chief of Police.

9.4 Extension of Bereavement Leave

A unit member may request additional bereavement leave over and above the amount(s) set forth herein, from the Chief of Police. However, the deduction shall be made from the unit member's vacation accruals.

ARTICLE 10 – Uniforms and Equipment

10.1 Initial Uniforms and Equipment

Upon hire, all unit members shall receive an initial uniform and equipment allotment, as set forth in Schedule "A" attached to this Agreement. In the event the Village or the Chief of Police require additional uniforms and/or equipment, the Village shall provide those articles to the unit members at no cost to the unit members. The Village shall replace all uniforms and equipment on a normal wear and tear basis. All uniforms and equipment issued by the Village shall remain the property of the Village and shall be returned to the Village upon a unit member's separation from service.

10.2 Patrol Vehicles

The Village will have no less than two (2) patrol vehicles.

ARTICLE 11 – Personal Property

11.1 Reimbursement for Damaged or Lost Personal Property

The Village shall reimburse unit members for one hundred percent (100%) of the reasonable cost of replacing or repairing personal property, such as dentures, eye glasses, hearing aids, watches, etc. not covered by Worker's Compensation Insurance or other reimbursement which are destroyed or damaged as a result of police activity when on duty and acting within the scope of his/her employment.

11.2 Village's Limit for Payment for Personal Property

Reimbursement pursuant to this Article shall be limited to three hundred fifty dollars (\$350.00) per incident, and shall not have been the result of the unit member's negligence. Determination of the extent of repairs and/or replacements to be covered shall be made by the Village and upon the submission of vouchers and a description of required repairs satisfactory to the Village. If any restitution or insurance payment is made, the Village will be reimbursed.

ARTICLE 12 – Health Insurance

12.1 Payment of Premiums

A. The Village shall pay one hundred percent (100%) of the premium cost for individual coverage. In the event that a unit member elects dependent coverage, the Village shall pay seventy-five percent (75%) of the difference between the individual and the dependent/family premium with the unit member paying the remaining twenty-five percent (25%).

B. An employee may elect health insurance through an HMO. If an employee elects health insurance through an HMO, the Village shall contribute to the HMO an amount equal to that it would have contributed for that employee under the health plan in which the Village is participating. The Village shall not be required to contribute to the HMO an amount greater than that contributed to the health plan in which it is participating.

12.2 Dental/Optical Fund

The Village shall provide each unit member a total of five hundred dollars (\$500.00) each fiscal year for reimbursement of any dental and/or optical bill submitted to the Village by the unit member or any eligible dependent.

12.3 Substitution of Health Plans

At any time during this Agreement, the Village may substitute any other health plan of comparable benefits with the Plan in existence at that time. At least thirty (30) days prior to the starting date of a new plan, the Village shall notify the bargaining unit of the provisions of such plan. If the Village does not receive a grievance from the

bargaining unit within the time limits established within this Agreement for the filing of a grievance, the bargaining unit shall be deemed to have given its consent to the new plan. In the event of a grievance not being resolved within thirty (30) days, the Health Plan in effect at that time shall be continued until such time as the grievance is resolved. In the event it becomes necessary, the Village and PBA shall seek an expedited arbitration on this matter under the grievance procedure.

12.4 Health Club Membership

The Village will reimburse unit employees for any dues or fees paid by an employee for the acquisition and retention of membership in a recognized area health facility provided the employee visits the facility a minimum of three (3) times per calendar week and engages in physical activity for at least one (1) hour per visit. The Village will not be required to reimburse an employee for more than three hundred dollars (\$300.00) annually.

ARTICLE 13 – Retirement

The Village shall continue to provide the following retirement plans pursuant to the New York State and Fire Retirement System; A. Section 375-c, B. Section 384-d.

ARTICLE 14 – Grievance Procedure

14.1 General

14.1.1 A Grievance shall mean any claimed violation, is interpretation or inequitable application of this Agreement. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force of law.

14.1.2 A Grievant shall mean a unit member alleging to have a grievance.

14.1.3 Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) of this Agreement which the unit member claims to have been violated.

14.1.4 Failure by the Village to meet the various time requirements specified herein shall result in advancing a Grievance.

14.1.5 The time limits set forth in Article 14 may be extended by the parties upon the written mutual consent of the parties.

14.1.6 Business days shall mean Monday through Friday, excluding Holidays.

14.2 Procedure

A Grievance between the parties of this Agreement shall be processed in the manner set forth herein:

Informal Stage:

14.2.1 The Grievant may state his/her grievance to the Chief of Police. In the event such grievance is not resolved, the Grievant may present the grievance, in writing, to the Chief of Police within five (5)

business days of its occurrence. The Chief of Police shall submit a written response to the Grievant within five (5) business days of receipt of the grievance.

Formal Stage:

14.2.2 In the event the PBA wishes to appeal an unsatisfactory decision in 14.2.1, the appeal must be presented to the Village within five (5) business days from the date of the decision in 14.2.1. The Village may, and at the request of the PBA, hold an informal hearing within ten (10) business days after receiving the appeal. The PBA may appear at the hearing and present oral or written statements on its position. The Village shall issue a written decision to the PBA by the end of the tenth (10th) business day after the close of said hearing, or in the event that there shall be no hearing, the tenth (10th) business day after the appeal was received.

14.2.3 In the event that the response of the Village in 14.2.2 is not acceptable to the PBA, the issue may be submitted to final and binding grievance arbitration by the PBA within twenty (20) business days of the receipt of the written response of the Village.

14.2.4 Grievances being submitted for final and binding arbitration shall be submitted under the rules and regulations of the New York State Public Employment Relations Board. The arbitrator shall have no power to add to, subtract from, or modify its provisions of this collective bargaining agreement in arriving at a decision. The arbitrator shall be confined to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issues(s) not so submitted.

14.2.5 The cost of the neutral arbitrator shall be divided equally between the Village and PBA. All other expenses of the grievance arbitration shall be paid by the party incurring such expenses.

ARTICLE 15 – General Provisions

The Village agrees to print and furnish each current unit member and thereafter each new unit member one (1) copy of this Agreement, for which they will sign for as read, understood and receive. However, this Article shall not nullify the responsibilities of the unit member to comply with this Agreement.

ARTICLE 16 – Employee Records and Personnel File

16.1 File Review

Unit members shall have the opportunity to review their personnel files upon reasonable request to the Records Management Officer of the files and in the presence of the Records Management Officer.

16.2 Employee Written Response

A unit member may make a written response to any adverse or critical material from the public and the response shall be attached to any such material contained within such file.

ARTICLE 17 – Base Wage and Longevity

17.1 Base Wage

Effective June 1, 2002, the following Base Wage schedule shall be adopted and implemented for all unit members:

	June-02	June-03	June-04
Starting w/o MPTC*** Training (uncertified)	\$9.85/hr* \$20488**	\$10.25/hr* \$22320**	\$10.65/hr* \$22152**
Starting w/ MPTC Training (certified)	\$12.64/hr* \$26921**	\$13.04/hr* \$27123**	\$13.44/hr* \$27955**
After 1 Year	\$13.90/hr* \$28899**	\$14.27/hr* \$29681**	\$14.67/hr* \$30513**
After 2 Years	\$15.27/hr* \$31755**	\$15.73* \$32707**	\$16.20* \$33688**
After 3 years	\$15.88/hr* \$33025**	\$16.52* \$34346**	\$17.01* \$35376**

* Hourly rate is the exact amount to be paid.

** For informational purposes only.

*** Municipal police training course.

17.2 MPTC Certified and Uncertified Base Wage

The Starting w/ MPTC (certified) and Starting w/o MPTC (uncertified) steps, as set forth herein, are based on the required and mandated training to be a Police Officer in the State of New York. However, in the event a unit member hired at the Starting w/o MPTC Training (uncertified) step, does not become certified within fifteen (15) months of employment due to no fault of their own, he/she shall move and be paid at the Starting w/ MPTC (certified) step.

17.3 Longevity

Effective June 1, 2002 all unit members shall be entitled to longevity as follows:

Start 7 – 9 years of service	\$ 200.00
Start 10 – 14 years of service	\$ 450.00
Starting 15 – 19 years of service	\$ 750.00
Start 20 years of service	\$1,000.00

The longevity payment shall be paid in the first (1st) payroll period in the month of December each year, but shall reflect the number of years of continuous full-time service a unit member has with the Delhi Police Department as a December 31st of that calendar year.

17.3.1 In the event a unit member is enrolled in the Section 384-d retirement plan and submits a retirement application to the New York State Police and Fire Retirement System to take effect within ninety (90) calendar days after the completion of their twentieth (20th) year of service, that unit member shall receive, in lieu of the longevity payment, as set forth in Article 7, sub-section 17.3.1 of this Agreement, a one thousand five hundred (\$1,500.00) longevity payment upon retirement. Notwithstanding the foregoing, in the event the unit member does not retire for any reason after receiving the one thousand five hundred dollars (\$1,500.00) longevity payment, the unit member shall not receive any additional increases in Base Wage and Longevity for any reason until eighteen (18) months after the next general increase in the base compensation schedule shall take effect for unit members.

17.4 Sergeants Position

A position of sergeant will be added to the unit by the Board of Trustees in the future (no specific date) upon the approval of a job description and salary.

ARTICLE 18 – Jury Duty

18.1 In the event a unit member is noticed to appear for Jury Duty, and that unit member is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The unit member shall provide a copy of the notice to the Chief of Police.

18.2 In the Event the unit member is scheduled for a tour of duty other than the hours noticed to appear for jury duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for jury duty as required, and be paid, without charge to any other paid leave accrual.

18.3 All fees paid to the unit member shall be endorsed over to the Village when released from work. In the event the unit member is scheduled off that day, the unit member shall retain the fees. However, any mileage, tolls and/or parking reimbursements for appearing at jury duty shall be retained by the unit member.

ARTICLE 19 – Training Costs Recovery

19.1 Reimbursement of Costs

In the event the Village is required to provide the MPTC training course for a unit member and in the event the unit member voluntarily separates from the Department within three (3) years after training has been completed, the unit member shall, on demand, reimburse the Village for all expenses, as defined below, paid by the Village during or in conjunction with the unit member's basic training, according to the following pro-rated schedule:

<u>Length of Employment After Completion of Training</u>	<u>% Reimbursement of Expenses</u>
Up to 1 year	100%
1 to 2 years	60%
2 to 3 years	35%

19.2 Reimbursable Expenses

Expenses of training include any reimbursement to a unit member for the cost of lodging, meals, books or tuition and payment made by the Village to a third party for the training costs available to the unit member during the time of training.

19.3 Voluntary Separation

Unauthorized absence from work after the completion of training, aggregating more than five (5) work days in a calendar year shall not be considered as employment. A voluntary separation shall include a provoked discharge, which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this Article of this Agreement. Should a unit member separate from service prior to completion of the length of employment required by this Article of this Agreement, the Village may present the individual with a demand for payment of any monies due and owing to the Village. Should it be necessary for the Village to initiate litigation in order to secure reimbursement, the individual responsible for reimbursement shall in addition reimburse the Village for all its legal expense associated with the proceeding.

19.4 Notice to Applicants

A copy of this Article of this Agreement shall be provided to all individuals interviewed for employment with the Village, for which they will sign for as read, understood and received. However, this Article does not nullify the responsibilities of the unit member to comply with this Article. Actions taken under this Article of this Agreement shall not be arbitrable.

19.5 Personal Vehicle

The Village shall reimburse a unit member who uses on and after May 15, 2000 a personal vehicle to attend training for mileage at the rate fixed by the Internal Revenue Service. The unit member shall also be reimbursed for the cost of ammunition required for certification/training.

ARTICLE 20 – Discipline

The process to be used in the event of the discipline of any unit member shall be in accordance with the language of Section 75 and 76 of the New York State Civil Service Law.

ARTICLE 21 – Separability

21.1 Savings Clause

The parties agree that should any portion of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to that specific portion of this Agreement and all other clauses of this Agreement shall remain in effect.

21.2 Impact

Upon written notification by either the Village or the PBA, the parties shall meet within a reasonable period of time to negotiate a substitute for the invalidated portion.

ARTICLE 22 – Mandated Provisions of Law

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

ARTICLE 23 – Duration of Agreement

23.1 Term

This Agreement shall be effective June 1, 2002, except as specifically provided within this Agreement, and shall continue through May 31, 2004.

23.2 Enforcement

In the event this Agreement expires and there is no successor Agreement, all terms and conditions shall remain in full force and effect until such time as an Agreement is effectuated.

FOR THE VILLAGE OF DELHI

John P. Leddy
Village Mayor's Signature

September 16, 2002
Date

John P. Leddy
Print Name

FOR THE VILLAGE OF DELHI POLICE BENEVOLENT ASSOCIATION

Robert E. Ennist
PBA President

09-12-02
Date

ROBERT E. ENNIST
Print Name

Delhi99Agr