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AGREEMENT

Between

VILLAGE OF LEROY
POLICE DEPARTMENT

and

LAW ENFORCEMENT OFFICERS UNION
COUNCIL 82, AFSCME, AFL-CIO

EFFECTIVE JUNE 1, 2005 – MAY 31, 2008

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AGREEMENT

This Agreement is between the Village of LeRoy, hereinafter shall be referenced to as the "Village", and Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO, hereinafter shall be referred to as the "Union."

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, salaries, hours of employment, terms and other conditions of employment.

The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in the bargaining unit regardless of sex.

ARTICLE 1 RECOGNITION

Section 1. Pursuant to and in accordance with all applicable laws of the State of New York, including but not limited, Civil Service Law, the Village recognizes the Union as the collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, salaries, hours of employment and other terms and conditions of employment.

Section 2. The bargaining unit consists of all Police Officers in the Village Police Department, excluding the Chief of Police, Lieutenant and temporary employees.

ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 1. The Village Board will make available to all employees entering the bargaining unit a copy of this Agreement, calling their attention to the fact that the Union has been recognized as the exclusive bargaining representative for all employees in the unit.

Section 2. The Village Board will make available to all employees in the bargaining unit with in a reasonable period of time following the execution thereof, a copy of this Agreement.

Section 3. Upon receipt of written authorization from the employee on a form supplied by the Union, the Village shall deduct Union dues and shall remit the monies collected to the Union twice each month. The Union agrees to indemnify and hold harmless the Village from any causes of action, claims, loss or damages incurred as a result of this clause.

Section 4. The Union will initially notify the Village as to the amount of dues to be deducted. Such notification will be certified to management in writing over the authorized signature of the officer or officers of the Union. Changes in the Union membership dues rates will be similarly certified to the Village and shall be done at least one (1) month in advance of effective date of such change.

Section 5. The Employer recognizes that this is an Agency Fee Agreement, and in accordance with such, it is understood that each employee who is a member of the bargaining unit, but is not a member of the Union, shall be liable to contribute to the said Local as representative costs, an amount equal to the normal monthly dues paid by members of this Union after thirty (30) calendar days of employment from the earnings of each said employees covered by this Agreement.

Section 6. Access to Premises. The Employer agrees to permit a representative of the Union to enter the premises of the Employer at any time for the discussion of working conditions, explanation of Union membership, service and programs with employees, and communicating with other officers and stewards of the Union, provided such discussions do not unduly interfere with the performance of duties assigned to the employees.

Section 7. Bulletin Boards. The Employer agrees to provide a bulletin board for the exclusive use of the Union for posting of notices relating to Union meetings and official Union business only. The Union agrees not to post on such bulletin board, any material which is defamatory, obscene, scandalous or scurrilous. The Village has the right to prior approval of any material posted.

Section 8. Union Activities on Employer's Time and Premises. The Employer agrees that during working hours and for reasonable periods of time on the premises of the Employer, an employee designated as the Union representative or his designee and whose names have been submitted to the Chief of Police and the Village Board of Trustees in writing by Local Union, shall be permitted, without loss of time or pay, to consult with and transmit communications to the Employer, his representative, or other representatives of the Union, concerning the enforcement of any provisions of this Agreement.

Section 9. Contract Negotiations. The Employer will give time off with no loss of time or pay, if such time is during regularly scheduled work hours, for one (1) employee member of the Local Union contract negotiating committee to participate in contract negotiations.

Section 10. Union Business Leave. The Employer agrees to permit one (1) member of the Union who is elected or designated to attend any convention or Executive Board Meeting of the Union, to attend one (1) such function each year without pay, provided that a request for such leave is made by the Union to the Chief of Police no less than fifteen (15) days prior to the date that the function is scheduled.

ARTICLE 3 UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by one (1) Chief Steward and one (1) Steward in the Police Department (not to exceed two (2)). The Union shall furnish Management a list of Steward's names and their assigned areas and shall keep the list current at all times. Alternate Stewards may be appointed by the Union to serve in the absence of regular stewards.

Section 2. When requested by an employee, the steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed

reasonable time during working hour without loss of time or pay upon notification and approval of his immediate supervisor outside the bargaining unit.

Section 3. When an employee presents his own grievance without intervention of a Union Steward, the steward shall be given an opportunity to be present and shall be allowed the time, therefore, paid at his regular rate, upon notification and approval to his immediate supervisor outside of the bargaining unit.

Section 4. No Union business, other than those provided for in this Agreement, shall be conducted so as to interfere with work assignment of stewards or any other employees. The Village shall not be liable for any time lost in the conduct of such other Union business.

Section 5. The Chief Steward (Chairman) shall have the same privileges as stewards when any grievance has been processed to Step 2 of the grievance procedure. In the event the regularly assigned steward is not available, the Chief Steward (Chairman) may act on his behalf at Step 1 of the grievance procedure.

Section 6. A non-employee Union representative may consult with off-duty employees in an area designated by the Village before the start of each shift or after the end thereof.

Section 7. The Chief Steward (Chairman) shall be allowed reasonable time, paid at his regular rate if occurring during his regularly scheduled work day, to confer with Management on matters affecting the administration of this Agreement upon notification and on approval of his immediate supervisor outside of the bargaining unit.

ARTICLE 4 MANAGEMENT'S RIGHTS

Section 1. The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Village with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are and shall remain exclusively those of the Village.

Section 2. Not by way of limitation of the foregoing clause, the Village retains the right and responsibility, subject always to the terms of this Agreement, to: (1) hire, discharge, transfer, suspend and discipline employees; (2) determine the number of individuals required to be employed, laid off or discharged; (3) determine the qualifications of employees; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revising either processes or equipment or both; (10) determine work standards and the quality and quantity of work; (11) select and locate facilities; (12) establish, expand, transfer, and/or consolidate work and facilities; (13) consolidate, merge or otherwise transfer any or all of its facilities, property, or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (14) terminate or eliminate any part of its work or facilities.

Section 3. The Union agrees, in recognition of Management's rights, not to request that the Village bargain with respect to the foregoing during the term of this Agreement, except as otherwise specifically provided herein, either as to the initial decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to the Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of the grievance and its progress through steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by Management if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if Management fails to give its answer within the time limits.

Section 2. A grievance is any dispute, controversy or difference between:

- (a) The parties;
- (b) Management and an employee or employees;
- (c) Between or among employees of the Village of LeRoy on any issue with respect to, on account of, or concerning the meaning and interpretation or application of this Agreement or any terms or provisions thereof.

Section 3. In the event of a dispute arising over the application or interpretation of the terms of this Agreement, the employee and the steward shall take the matter up with the Chief of Police within five (5) administrative working days of the alleged occurrence, or in his absence the supervisor next in command shall hear the matter.

STEP 1 If they cannot reach a satisfactory solution within two (2) working days, the Chief of Police, or in his absence the supervisor next in command, the matter shall be written down and referred to the Union President or his representative and the Employer or his representative.

STEP 2 In the event no agreement is reached at Step 1, either party may then request for the dispute to be submitted for a hearing with the Village Administrator and the Union Business Representative. Such request for a Step 2 hearing will be submitted in writing by the requesting party within five (5) administrative working days. The Step 2 meeting will be scheduled within three (3) days of the request.

STEP 3 In the event no agreement is reached at Step 2, either the Union or the Village may, upon written notice to the other, appeal the grievance to arbitration within five (5) administrative working days. The parties shall then promptly attempt to mutually agree upon an arbitrator within five (5) administrative working days after the notice of appeal.

If the parties are unable to mutually agree upon an arbitrator within five (5) working days, then the Village and the Union shall request the Public Employment Relations Board (PERB) to submit a panel of seven names of suggested arbitrators. The parties shall then select the arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Village shall strike the first name for the first arbitration case, the Union shall strike the first name for the second arbitration case, and the striking of the first names shall alternate in like fashion for subsequent cases.

The decision of the arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the arbitrator selected, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Village and the Union.

The fees paid the arbitrator shall be based on the schedule established by the parties involved.

Section 4. There shall be no lockouts or reduction of work pending the dispute and/or decision of said Committee for mediation in any manner.

Section 5. In handling grievances hereunder, no employee or representative of the Union shall leave his job without permission of his department head, which permission, having due regard for operating requirements shall not be unreasonably withheld. Such employee and/or Union representative shall be paid at their regular hourly rate for time necessarily spent during their regular working hours in fulfilling the procedures specified in this Article 5.

ARTICLE 6 DISCIPLINE

Section 1. It is understood and agreed that if the Employer has any reason to orally reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public and that all discipline shall be applied in a progressive manner.

- (a) In any case where a disciplinary penalty is imposed upon any employees, the Employer shall notify the employee, and the Local Union steward in writing of the specific reasons for such disciplinary actions. The written notification shall contain a detailed description of the charges, which shall include the dates, times, and places. It is understood and agreed that any employee covered by this Agreement shall be entitled to Union representation at any hearing stage of the disciplinary proceeding.
- (b) No employee shall be required to sign any statement of an admission of guilt to be used in a disciplinary proceeding without being allowed to have Union representation, nor shall such employee be required to take a polygraph examination.

ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 1. It is hereby understood and agreed that the Employer shall have the right to discipline or discharge any employee for just cause. Discharge for incompetence, discourtesy, inefficiency or non-compliance with safety rules established by the Board, shall be after such employee has had three (3) warnings within two (2) years. The Employer shall have the right to discharge any employee without any warnings for just cause including but not limited to:

1. Dishonesty
2. Intoxication
3. Theft
4. Abuse or sick leave
5. Insubordination

Any such discharge shall be subject to the grievance procedure.

Every employee shall be entitled to an annual review of his permanent personnel record. Copies of all complaints, notices and reports or other pertinent information filed by an employee's supervisor or any other Village of LeRoy officer or Department Head which relates to the employee and may be made the basis for disciplinary action up to and including discharge shall be made to the employee and the Union at the time such charges are made. No disciplinary action, including discharge, shall be imposed for an incident occurring more than two years after the date on which the Village Chief of Police knew, or reasonably should have known, of such incident. All documents involving such incidents shall be removed from an employee's personnel file.

Section 2. If management has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

Section 3. Union's Rights on Disciplinary Matters.

- (a) The Union Steward or designee, as well as the disciplined employee, shall suffer no loss of time or pay, or be required to charge any accrued leave credit as the result of attending any disciplinary arbitration hearings. Attendance at disciplinary arbitration hearings, during such employee's regular working hours shall be considered as time worked for all purposes.
- (b) Union representatives may be present and participate in any step of a grievance proceeding.

Section 4. Personnel Records.

- (a) All employees, upon request, shall be given a reasonable opportunity to review their official personnel file maintained by the Employer. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions, and any other record of actions which have taken place during their employment with the Police Department. Upon

review of their file, employees may request and shall be provided a copy of all documents and notations which they had not previously been given.

- (b) No letter of criticism, poor evaluation, reprimand, or any other documents which could affect an employee's job security, may be placed in an employee's official personnel file without the employee first having an opportunity to review such action. Should an employee upon review of such actions, disagree with all or part of any letter, he shall have the right to seek removal of any part or all of the letter by filing a grievance under the Grievance and Arbitration Procedure of this Agreement.

Section 5. Waiver of Statutory Procedures. Employees shall be disciplined or discharged as set forth in this Article, which shall apply in lieu of the provisions of Section 75 and 76 of the New York Civil Service Law and Section 8-804 of the New York Village Law.

ARTICLE 8 SENIORITY

Section 1. Definition of Seniority. Seniority means a full-time employee's total length of continuous employment as an employee of the Police Department, such being applicable to all benefits provided by this Agreement. Should this Section conflict with Civil Service Laws, Civil Service Laws on seniority shall apply.

Section 2. Probationary Period.

- (a) Every new employee who is hired to fill a position on a permanent basis shall be subject to a probationary period of not less than seventy-two (72) weeks inclusive of training. Upon satisfactory completion of the probationary period, such employee shall be notified in writing of such successful completion, and they shall be entered on the seniority list retroactive to their initial date of hire.
- (b) While an employee is serving his probationary period, but after no more than eight (8) weeks, the Chief of Police must notify such probationary employee of any weakness that may have been observed in such employee's work which, if not corrected, could be cause to terminate the employee's service prior to the expiration of his probationary period. Such notification shall be in writing, shall indicate that his work needs improvement, and the Chief of Police will counsel him on this matter. The Village reserves the right to notify an terminate earlier than eight (8) weeks.
- (c) Probationary employees shall have the right to Union representation for all purposes of this Agreement; however, any claim by such employee that he is being dismissed without just cause, shall not be subject to arbitration.

Section 3. Seniority Lists. The Employer agrees to post and furnish the Union with an up-to-date seniority list showing the continuous service of each permanent employee upon any change in the list of personnel.

Section 4. Breaks in Continuous Service.

- (a) Seniority shall be lost for the following reasons:
 - 1. Voluntary quitting (unless seniority must be retained per Civil Service requirements) or, unless he/she returns within one (1) year pursuant to applicable provisions of the Civil Service Law.
 - 2. Discharge for just cause.
 - 3. Retirement.
- (b) An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid and approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

Section 5. Rebidding of Assignments. Effective each May 1 of this Agreement, employees shall be allowed to rebid their respective assignments on the basis of seniority. In the event that a permanent assignment vacancy arises after the annual May 1 rebidding process, employees shall be allowed to rebid their respective assignments on the basis of seniority.

Section 6. Part-time Employees. Any part-time employee promoted to full-time status shall be given seniority credit for the purpose of layoff/recall, and vacation and other benefits accrual in accordance with his Civil Service seniority accrual at the time of his full-time appointment. For all other purposes including job bidding and the selection of vacation, personal days or other benefits he/she shall be considered at the bottom of the full-time seniority list.

**ARTICLE 9
WORK FORCE CHANGES**

Section 1. Promotion and Filling of Vacancies.

- (a) Whenever promotional opportunities to higher paying jobs, vacancies, or new job openings that are to be considered occur within the bargaining unit, the selection of candidates shall be made in accordance with the law from an appropriate Civil Service Eligibility List, except that more specifically:
 - 1. Candidates from within the bargaining unit on an established promotional list shall be reviewed and evaluated before any other considerations may be made.
 - 2. Any employee selected to fill a position on a provisional basis shall undergo a trial period of a minimum of thirty (30) days, but in no case to exceed one hundred eighty (180) calendar days. If during this period, it is found that such employee is unable to carry out the responsibilities of the position for which he was selected, or the employee voluntarily relinquishes such position,

which he may at any time, the employee shall be restored to his former position or assignment.

ARTICLE 10 LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or to abolish positions because of changes in organization.

Section 2. Order of Layoff.

- (a) No permanent, part-time or probationary employee shall be laid off from their position in the department while any seasonal, temporary or provisional employees are serving in the same job position classifications in that department.
- (b) Permanent and probationary employees shall have department-wide seniority in their job classifications and, if exercise hereof in the event of layoff becomes necessary, shall replace the employee with the least seniority in the job classification affected.
- (c) Except as provided below, the layoff of probationary or permanent employees in any department shall be in inverse order of seniority in the job classification affected.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so request shall, in lieu of layoff or transfer under Section 2, be demoted by seniority to a lower position in his department. Demotion shall be through these classifications in which the employee previously successfully held permanent or probationary status provided that an employee serving a probationary period shall not displace a permanent or probationary status.

Section 4. Exceptions to Seniority. The Village Board may approve deviations from seniority and layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain satisfactory level of performance in the department. In such cases, the affected employee shall be given written notice of the determination and reasons therefore.

Section 5. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Preferred Eligibility.

- (a) Employees demoted in lieu of layoff shall have their names placed on a preferred eligibility list in order of seniority for each classification which was displaced within their department.
- (b) Names shall remain on the list for the period applicable in Section 9.

Section 7. Recall from Layoff.

- (a) Employees to be recalled from layoff shall be given a maximum of ten (10) days to respond after notice has been sent out by certified mail to their last known address.
- (b) Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- (c) Permanent and probationary employees shall have department-wide seniority in their job classifications.

Section 8. Restoration to Positions from which Demoted. Employees to be restored to positions from which they have been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the permanent preferred eligible list.

Section 9. Seniority Schedule.

| <u>Employees with Seniority of</u> | <u>Recall Period</u> |
|------------------------------------|----------------------|
| 0 - 3 years | 6 months |
| 4 - 8 years | 1 year |
| 9 - 15 years | 1 year, 6 months |
| 16 years and over | 2 years |

Section 10. Layoff and Recall. The Village hereby agrees to notify the Union as soon as practicable prior to the implementation of any reduction in force affecting employees covered under this Agreement. The Village further agrees that upon written request of the Union, to meet and discuss the impact of the decision to reduce the working force.

**ARTICLE 11
WORK HOURS AND SCHEDULES**

Section 1. Regular Work Hours.

- (a) The regular hours of work each day shall be consecutive.
- (b) An employee's regularly scheduled work shift may not be changed without his or her consent. The Chief of Police, or his or her designee, may from time to time temporarily reassign employees to work shifts with hours other than those of the employee's regularly scheduled work shift. Such reassignments shall not be made arbitrarily or capriciously, but shall be made in response to the Village's bona fide need for manpower reallocations.
- (c) The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost

to the Employer, with consent of the Chief of Police or his designee, is notified in advance and no reasonable request will be denied.

Section 2. Briefing Time. Recognizing that there is a need for exchange of information and the continuity of patrol from shift to shift, employees shall be required to attend a ten (10) minute briefing time before the beginning of the regular work shift. For such briefing time, employees shall be compensated at the following annual rates:

| | |
|------------------------------|-------|
| June 1, 2005 – May 31, 2006: | \$300 |
| June 1, 2006 – May 31, 2007: | \$400 |
| June 1, 2007 – May 31, 2008: | \$500 |

Such compensation shall be paid on a pro-rated basis each regular pay period. Briefing time shall not be considered part of weekly hours worked for purposes of overtime set forth in Article 12, and the foregoing annual rate shall be in lieu of the employee's regular hourly rate as set forth in Article 17 and Appendix A. Any employee who fails to report for briefing time shall not receive pay for such time.

ARTICLE 12 OVERTIME

Section 1. Distribution of Overtime.

- (a) All overtime shall be offered by seniority on a rotational basis so as to provide an equitable distribution of same.
- (b) A record of overtime hours worked shall be maintained by the Employer and shall be made available on a quarterly basis to Union officers or stewards.

Section 2. Overtime Premium Pay.

- (a) Except as provided in Section 4, employees shall receive overtime premium pay for hours worked on a weekly basis in accordance with the following schedule:

| <u>Weekly Hours Worked</u> | <u>Overtime Premium Pay</u> |
|----------------------------|---|
| 0 – 40 | None |
| >40 – 53 | Time and one-half (1-1/2x) for hours worked over 40 up to and including 53. |
| >53 | Double time (2x) for hours worked over 53. |

- (b) Overtime premium pay may be waived in lieu of compensatory time at the discretion of the employee. The provisions of this Section shall be administered in accordance with the Fair Labor Standards Act. Employees will be allowed to accrue a maximum of one hundred twenty (120) hours of compensatory time.
- (c) Any employee required to work for (4) hours following his regular full work day shall be granted within those four (4) hours, one-half (1/2) hour off with pay.

- (d) All required in-service training such as fire arms instruction and qualification, training films and seminars held on or off the premises, after or prior to an employee's regular work shift, will be paid either at straight time or overtime, as required by the Fair Labor Standards Act.

Section 3. Court Time. Employees who are required to appear in any court or other regulatory or administrative agency, vehicle bureau, or liquor authority, etc., in connection with their assigned duties at any time other than during their regular scheduled work shift shall be credited with a minimum of two (2) hours or with the actual hours worked, whichever is greater.

Section 4. An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of four (4) hours at his regular rate or with the actual hours worked at one and one-half (1-1/2) time his regular rate, whichever is greater, for all call-outs except Sunday or Holiday call-outs. Sunday and Holiday call-outs shall be paid for at twice (2) the basic rate of pay, unless such time shall be continuous with his scheduled work, in which case he shall be paid as required by Section 1(a), above. Call-outs in the same four (4) hour period shall be considered one call-out. Hours worked on a call-out shall be compensated exclusively as provided herein, and shall not be considered "weekly hours worked" for purposes of Section 2(a), above.

Section 5. There shall be no pyramiding of overtime.

ARTICLE 13 HOLIDAYS

Section 1. Recognized and Observed Holidays.

- (a) The following days shall be recognized and observed as paid holidays:

| | |
|-----------------------|----------------------------|
| New Years Day | Employee's Birthday |
| Good Friday | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Easter Sunday |
| Day before Christmas | Martin Luther King Jr. Day |
| Christmas Day | Labor Day |

- (b) Pay for holidays set forth in this Article will be paid in the first payroll in November.
- (c) Employees will be allowed to use Martin Luther King Jr. Day as a floating holiday.
- (d) Leaves of absence where holidays will not accrue include disability leave and leave taken under Section 207-c of the New York State General Municipal Law. However, the term "leave of absence" as used in this Section 1(d) does not

include full-time use of vacation, sick leave, personal leave, or other full-time paid leave.

Section 2. All part-time Police Officers in the Village Police Department will be paid two (2) times their regular rate of pay for hours actually worked on a holiday as defined in Section 1(a), above.

Section 3. An employee working a schedule tour of duty as his primary shift throughout the year between 3:00 p.m. and 7:00 a.m. shall receive holiday pay including night shift differentials.

ARTICLE 14 VACATIONS

Section 1. Vacation Allowance and Eligibility.

- (a) All employees covered by this Agreement shall be entitled to the following consecutive vacation periods.

| <u>Continuous Service</u> | <u>Vacation Days</u> |
|---------------------------------|----------------------|
| 1 year | 10 work days |
| 2 years but less than 5 years | 10 work days |
| 5 years but less than 10 years | 15 work days |
| 10 years but less than 15 years | 20 work days |
| 15 years | 21 work days |
| 16 years | 22 work days |
| 17 years | 23 work days |
| 18 years | 24 work days |
| 19 years | 25 work days |
| 20 years | 26 work days |
| 21 years | 27 work days |
| 22 years | 28 work days |
| 23 years | 29 work days |
| 24 years | 30 work days |
| 25 years and over | 30 work days |

- (b) Up to five (5) days of vacation may be carried over from one year to the next, except that such vacation must be used within the first three months of the year into which it is carried, and will otherwise be lost. If any employee is unable to utilize his carry-over vacation within this time due to required service, the time to take such vacation shall be extended.

Section 2. Choice of Vacation Periods.

- (a) An employee will be granted the amount of his vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in Section 1 above, except where circumstances make it necessary for the Employer to limit the number of employees on vacation at the same time. Vacation requests must be submitted at least five (5) weeks in advance. Any

exception to the five (5) week advance notice requirement shall be made solely at the discretion of the Employer. The employee with the greater seniority shall be given his choice of vacation periods in the event of conflicts, provided it is consistent with the department scheduling. Vacation days may be taken one day at a time provided reasonable notice is given to the Chief of Police, or his designee. An employee may not take more than two (2) single days of vacation per month, but may take multiple consecutive vacation days consistent with the limitations set forth herein. During the months of June, July and August, no officer shall take more than a total of ten (10) days of vacation unless scheduling permits. An employee may not use a paid personal day on the day immediately preceding or immediately following a vacation day.

- (b) No vacation will be permitted on the following holidays except where coverage has been arranged which is satisfactory to the Chief of Police:

| | |
|------------------|----------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |

- (c) Vacation pay shall be calculated at the employee's regular pay in effect for the position the employee holds at the time he takes his vacation(s). The employee must provide eight (8) weeks advance notice of vacation.

Section 3. Computation of Time and Pay.

- (a) Except for the holidays listed in Section 2(b), if a recognized and observed holiday occurs during an employee's vacation period, he shall not be called back to work on a holiday.
- (b) Hours during which an employee is on a leave of absence, whether paid or unpaid, shall not be considered as hours worked and an employee is not eligible to accrue vacation if the employee is on a leave of absence. Leaves of absence where vacation will not accrue include disability leave and leave taken under Section 207-c of the New York State General Municipal Law. However, the term "leave of absence" as used in this Section 3(b) does not include full-time use of vacation, sick leave, personal leave, or other full-time paid leave.
- (c) Vacation pay shall be calculated at the employee's regular pay in effect for the position the employee holds at the time he takes his vacation(s). The employee must provide five (5) weeks advance notice of vacation.

Section 4. Transfer Rights and Separation.

- (a) If an employee accepts employment in another department of the Village outside of the jurisdiction of this bargaining unit, all vacation credits the employee may have accumulated under the provision of this Agreement shall be transferred with him to his new job on a one-time basis.

- (b) An employee who resigns, retires, or is laid off prior to taking his vacation shall be compensated in cash for all of his accumulated vacation credits. In the event of the death of an employee, the employee's estate will receive full payment of all such deceased employee's unused vacation credits.

ARTICLE 15 AUTHORIZED LEAVE

Section 1. Bereavement. An employee shall be entitled to take up to five (5) work days paid leave between death and the funeral without charge to sick leave upon the death of his spouse, child or parent and five (5) days for brother or sister 150 miles from the employee's home. In the case of the death of a grandparent, grandchild, step-parent, brother, sister, stepbrother, stepsister or parent-in-law, the employee shall be entitled to take up to three (3) days and upon request, up to two (2) vacation days under the same conditions. An employee shall be entitled to one (1) day leave upon the death of the following: brother-in-law, sister-in-law, uncle, aunt, nieces, and nephews and fellow employee, except for those needed to perform the necessary functions.

Section 2. Personal Days. Employees will be allowed to use four (4) personal leave days per year. Of these four (4) days, when they are taken, one (1) will be drawn out of the accumulated sick leave of the officer and the other three (3) will be free standing. Personal days shall be requested from the Chief of Police at least forty-eight (48) hours in advance, however in cases in emergency this time period may be waived. Personal leave days are to be used for the transaction of personal business which cannot be conducted outside of the normal workday such as banking business, legal/court appointments, etc. An employee may not use a paid personal day on the day immediately preceding or immediately following a vacation day.

It is the understanding of the Village and the Union that the granting of this right shall in no way affect the accumulation of sick leave days.

Section 3. Sick Leave.

- (a) An employee shall earn one and one-quarter (1-1/4) days of sick leave for each calendar month of service in which twelve (12) or more complete days are worked. Unused sick leave shall accumulate from year to year to a maximum amount of one hundred sixty-five (165) work days, and an employee shall be paid one-half (1/2) of all earned sick days beyond the maximum of said one hundred sixty five (165) work days, accumulated. Such pay shall be given to employees each year in the first payroll in the month of December. On June 1, 2003, the maximum amount of accumulated sick leave shall increase to one hundred eighty (180) days.

Unused sick leave balances accrued below the maximum accumulated amount will be converted to a credit computed at one-half (1/2) of all earned sick leave upon the employee's retirement to be applied towards the purchase of the retired employee's health insurance policy as offered by the Village's group health insurance program. Employee may receive said benefit, at his option, distributable in cash payment biweekly or lump sum. Said benefit/provision will

become effective when first bargaining unit member qualifies for the benefit outlined above.

If, no later than thirty (30) days prior to the date of the employee's retirement, an employee provides the Village Administrator with written notice of such retirement, then the employee shall be entitled to a credit computed at the full value of all earned sick leave upon the employee's retirement to be applied toward the purchase of the retired employee's health insurance coverage as then offered by the Village's group health program. The Village may, in its discretion, waive the thirty (30) day notice period in the event that the employee chooses to retire as a result of an unforeseen or unpredictable medical condition. The Village will pay the health insurance premium on the employee's behalf until the credit is exhausted, at which time the employee will assume responsibility for the premium.

Should the federal government pass a national health insurance program with no direct cost to participants' sick leave payments below the maximum accumulation upon retirement will no longer be offered by the Village.

- (b) Except as provided in Section 2, sick leave may only be used for:
 - 1. Personal illness or incapacity resulting from causes beyond the employee's control;
 - 2. Illness of member of the employee's family that requires the employee's personal care and attention not to exceed two (2) days;
 - 3. Enforced quarantine of an employee or member of his household in accordance with community health regulations.
- (c) Sick Leave Bank Established – Employees will be eligible to participate in the sick leave bank if they have fifteen (15) or more days of accumulated leave, or have more than one (1) year of service with the department and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician. Participation in the sick leave bank shall be subject to the following conditions:
 - 1. An employee shall have the opportunity to join the sick leave bank during the months of June, July and August in any year of the contract between the Village and the Union.
 - 2. Each participating employee will contribute three (3) days of accumulated personal sick leave in July of each year to a maximum of thirty-three (33) days. In the event of a draw on the sick leave bank each employee shall have deducted, from their contributions, the amount of time necessary to cover the draw on an equal basis.

3. A participant in the sick leave bank may apply for up to thirty (30) days of leave per year. The Chief of Police and the designated Union representative shall decide the number of days up to thirty (30) days per year that any one (1) employee may be eligible to use. The decision shall not be open to the grievance procedure if the Chief of Police and the Union representative are in agreement. The Village reserves the right to require a medical certificate indicating the employee's fitness to resume work.

4. The sick leave bank shall retain a minimum of sixty (60) days at any time. Upon an employee's retirement, he or she shall have the option of withdrawing those days which he or she has contributed, minus any draws on the bank, until the sixty (60) day level is reached. These days shall be credited to the employee's personal sick leave balance, but not to exceed the maximum level established in Section 14.3(a).

The Chief of Police and the designated Union representative shall decide the number of days up to thirty (30) per year that any one (1) employee may be eligible to use. The decision shall not be open to the grievance procedure if the Chief of Police and the Union representative are in agreement.

The Employer reserves the right to require a medical certificate indicating the employee's fitness to resume work.

- (d) Employees who are absent from work due to disability and are receiving disability benefits as provided herein, may receive payment for the difference between the amount of such disability benefits and the employee's regular weekly pay including shift differential, but excluding overtime. Such payments shall be deducted on a pro rata basis from the employee's accrued sick leave. In the event that an employee has no accrued sick leave, then the employee shall not be entitled to payment as described herein.
- (e) Upon request of either party, the Union and the Village agree to discuss in labor-management meetings the creation of a sick leave donation program.

Section 4. Education Opportunities.

- (a) Required Department Training courses, schools, seminars, etc., when scheduled shall be so arranged whenever practical, to coincide with an attending officer's work schedule. Said courses shall be deemed in-service training when conducted during working hours, shall require Village Board approval, and employee receiving approval to attend and who do attend will be paid either at straight time or at overtime, as required by the Fair Labor Standards Act, as amended. The Department will attempt to select personnel for the course based upon evaluation of an officer's training, skill, experience, education and qualifications. In the event that the foregoing considerations are substantially equal, the more senior officers will be selected.

- (b) Temporary Assignments – No police officer shall suffer loss or diminution in benefits by reasons of temporary assignment.
- (c) The Village agrees to pay tuition, as budgetary limits allow, for undergraduate or non-credit continuing education classes for subjects in Police Science, Sociology, Psychology, Inter-Personal Communications, or other fields that will improve an employee's skills as a LeRoy Police Officer on the following schedule:

| | | |
|--|---|------|
| Grade of A, B or Satisfactory (for non-credit classes) | - | 100% |
| Grade C, D | - | 80% |
| Grade E, F or Unsatisfactory (for non-credit classes) | - | 0% |

Classes will be taken on employees' own time.

Section 5. Jury Duty. Any full-time employee who is required to serve jury duty shall receive his or her usual weekly or daily compensation, excluding overtime, less any amounts paid to said employee for jury service excluding mileage. When an employee is summoned for jury duty, he or she shall immediately notify the Chief of Police or his or her designee. The employee summoned for jury duty shall be assigned to the shift which most closely reflects the hours of jury service required of the employee, and will report for jury duty as required. Any day the employee is not required by the court to spend the entire day in court, or is dismissed as a juror, the employee shall report to the Department to complete an eight (8) hour shift. It is understood that the eight (8) hour shift shall include necessary travel time from jury service and reasonable time to prepare for assigned duties.

Section 6. Service Connected Death. Should a police officer covered by this Agreement be killed while in the performance of his duties as a police officer, the surviving spouse or beneficiary of such employee shall be eligible to receive such death benefits as are provided for under the Workers' Compensation Laws of the State of New York and to which the Employer shall subscribe under Section 360-B.

ARTICLE 16

UNPAID LEAVES OF ABSENCE

Section 1. Extended Sick Leave Without Pay.

- (a) If an employee is ill for a prolonged period of time and because of such long period of absence he has exhausted all of his paid leave credits, such employee, upon request, shall be granted an extended sick leave of absence without pay, provided that the Employer's physician has submitted a statement certifying the nature of the employee's illness and when the employee will be able to return to work. The extended sick leave of absence without pay shall grant up to one (1) year.
- (b) Employees who are on extended sick leave of absence without pay and who elect to pay their own premiums, shall continue to receive the benefits of pension coverage and the health and insurance coverage during such extended leave.

ARTICLE 17
SALARIES, WAGES AND OTHER EMOLUMENTS

Section 1. Salary and Wage Schedule.

- (a) Employees shall be compensated only in accordance with the salary wage schedule established in this Agreement as was reached and mutually agreed upon in collective bargaining negotiations effective as of the 1st day of June 2005 and which is attached to this Agreement and marked as "Appendix A." It is understood that all new hires will be paid the minimum rate of pay for the job classification to which they were hired, and automatically proceed to the next step of the salary and wage schedule on the anniversary date until the maximum rate of pay for the classification is reached.
- (b) Full-time employees regularly assigned to the "A" and "C" shifts shall receive sixty cents (\$.60) per hour in addition to the applicable rate provided in "Appendix A."
- (c) Full-time employees who hold an Associates Degree with concentration in Criminal Justice, Sociology, Public Administration or related fields shall receive twenty cents (\$.20) per hour in addition to applicable rate provided in "Appendix A." All employees who hold a Bachelors Degree or higher with a concentration in Criminal Justice, Sociology, Public Administration or related fields shall receive forty-five cents (\$.45) per hour in addition to the applicable rate in "Appendix A."

Section 2. Out of Title Work. Whenever, in the absence of the Chief of Police or any other such supervisory title, a bargaining unit employee is assigned by the Employer to temporarily act for the Chief of Police or for such supervisory person holding a title higher in rank than that of a police officer, provided the officer has the ability to perform such service and the selected employee shall be paid the next higher rate of pay in the pay range of the Chief of Police or such other supervisory title, for all hours worked in the higher rank. OIC pay will apply to single officer on duty. Assignment must be made in writing.

Section 3. Promotions. When an employee promoted to a position having a higher rate of pay, the rate of pay of his previous classification is below the minimum rate for the higher classification, on the effective date of such promotion his base rate of pay will be to the rate for a higher paying classification.

Section 4. Demotion. An employee who accepts an involuntary demotion other than for disciplinary reasons, from a position in one classification shall suffer no decrease in pay as a result of such acceptance. However, such employee shall be redlined and not be eligible to receive any additional increase in pay until such time as his pay rate coincides with the proper rate of pay for the job. Once an employee has reached equity with the rate of pay that is appropriate for his job, such employee will then be eligible to receive any increase in pay to which he may be entitled to under the terms of this Agreement. Should, however, the demoted

employee's rate of pay fall within the pay range of the classification to which he was demoted, then such employee shall be entitled to receive an increment due.

Section 5. Payment of Employees Anniversary Date. All Village employees covered by this Agreement shall be given the following increases for longevity:

- (a) Two hundred dollars (\$200.00) per year of every five (5) years of service.
- (b) An additional two hundred dollars (\$200.00) per year upon completion of every five (5) years of service thereafter until employee's retirement.
- (c) This plan of longevity increases, in no way will interfere with any general raises the Village may grant in addition.
- (d) Increases will take effect every fifth (5th) anniversary date of the employee's date of hire.

Section 6. 457 Deferred Compensation Plan. The Village agrees to provide a qualified deferred compensation plan, enabling an employee to voluntarily shelter a portion of his/her present salary plus investment earnings from state and federal income taxes.

ARTICLE 18 SPECIAL EMOLUMENTS

Section 1. Travel Allowances.

- (a) All employees who are required to travel, upon prior approval from the Village Board or their designee to other distant areas in the performance of their official duties such as service of warrants, prisoner transfers and investigations other than for education purpose not required by the Department, shall be reimbursed for all reasonable hotel lodging, meals and other incidental expenditures which are to be submitted to the Village Clerk-Treasurer who must submit said bills to the Village Board for necessary approval.
- (b) An employee who is required to use his own personal automobile on any official business will be reimbursed for such use at the current mileage rate established by Internal Revenue Service. Whenever possible Village provided vehicles will be utilized for travel purposes.

Section 2. Uniforms and Equipment.

- (a) The Village shall provide all uniforms for each member, elements of which shall be worn only on official business, to include such appropriate time before and after official business to allow the employee to travel to and from his home. The Village shall provide each member with a uniform allowance not to exceed \$500.00 each year of the Agreement to purchase necessary equipment, listed in the official uniform list attached as "Appendix B." The Village also agrees that body armor may be purchased as part of the allotted uniform allowance.

It is understood between the Village and the Union that uniforms will be put out for bid. In the event that the Village and the Union fail to mutually agree on the criteria necessary for an acceptable bid, the issue of uniforms will immediately be reopened for negotiations.

The Village will allow the rolling of uniform money into cleaning, the officer also shall have the option of rolling uniform into shoe allowance at his discretion.

Said uniform allowance will administered by the Administrator's Office. Any surplus in an individual's dry cleaning allowance may be utilized to supplement the \$500.00 annual uniform allowance.

All full-time officers shall receive a \$25.00 credit and permanent part-time employees a \$10.00 credit each year of the Agreement for the purpose of purchasing footwear.

- (b) The Village of LeRoy agrees that should the Police Department purchase equipment listed in "Appendix B" for utilization of all officers within the department, there shall be no deduction from the officers' individual \$500.00 uniform allotment.

It is agreed that alternations, refurbishment or replacement of the above listed items shall be at each officer's discretion within the \$500.00 uniform allotment. The department Chief may request to inspect equipment being replaced.

- (c) The Village shall provide each member with a uniform cleaning allowance not to exceed \$250.00 each year of the Agreement for the purpose of cleaning uniform trousers, shirts and jackets. Reimbursement requests shall be accompanied by supporting receipts documenting cost claimed during the contract year.
- (d) The Village shall repair and replace uniforms damaged under normal wear and tear conditions for all full-time police officers at no cost to the employees.
- (e) The Village shall make available ammunition for all required firing, plus two hundred fifty (250) rounds of practice ammunition per year, per man, to be fired solely by the officers of the Department. The spent casings of all ammunition allocated to each officer must be returned to the Police Chief, and no further ammunition will be allocated until this has been done.
- (f) The Village will assume the cost of maintaining any or all weapons and equipment assigned to employees. The Village may charge an employee a reasonable amount for any willful or negligent destruction of any such equipment by such employee.
- (g) Safety Glasses – The Employer agrees to furnish safety glasses with prescription lenses under the following conditions.

1. The employee shall pay for the examination.

2. Following the examination, a purchase order must be obtained, properly signed, and presented to the company that will supply the glasses. The purchase order shall show the price of the frames and lenses separately. Failure to obtain a purchase order prior to ordering glasses could result in refusal by the Village to pay for the glasses.

3. The Village will pay an amount for the frames equal to the cost of the basic plastic frames at the LeRoy Office of Batavia Optical.

4. The Village will not pay for tinted or "shadow grey" or similar treatment to the glass.

5. The Village will not pay for replacement of broken or lost glasses, nor will it pay for repairs to glasses except as permitted in Article 18, Section 3. Once glasses are furnished to the employee, they become the employee's property and it is the employee's responsibility to maintain them.

6. The Village will pay for new glasses when new glasses are required by a change in prescription.

- (h) Body Armor Pool – The Village of LeRoy agrees that unused budgeted funds for Police Department equipment including unused uniform allotment for each contract year will be held in a fund for body armor purchases, to a maximum of one thousand two hundred fifty dollars (\$1,250).

It is agreed that body armor replacement can only occur (with exception to product guarantee) after five (5) years of use, after initial issue upon mutual agreement between the Chief and the individual officer. Body armor may be replaced after ten (10) years of initial issue at the individual officer's discretion.

Body armor therefore will be supplied in conjunction with the body armor pool.

The Village and the Union agree that upon the recommended body armor suggested by the "Fraternal Order of Police," and the "National Institute of Justice," the Village must supply any of the top three (3) selections from either organization.

Section 3. Reimbursement for Damage. Upon the petition of the Police Officer to the Village Board and upon the Officer's showing that it was not his negligence or carelessness, the Village shall replace or reimburse the officer for any destruction or damage to his personal property which shall have been brought about while the officer was engaged in the pursuit of his duties as a police officer.

Section 4. Credit Union. The Village agrees to honor any request from employees covered herein to participate in any certified local Bank or local Credit Union and shall make payroll deduction to such Bank or Credit Union to the extent authorized by the participating employee.

ARTICLE 19
HOSPITAL, MEDICAL, DISABILITY, RETIREMENT AND LIFE BENEFITS

Section 1. Health Insurance.

- (a) **Eligibility.** All employees regularly scheduled to work twenty (20) hours or more per week (calculated on an annual basis of twenty (20) hours or more for twenty-six (26) consecutive weeks), shall be eligible to receive health insurance benefits as described in this Section.
- (b) **Choice of Health Insurance Coverage.** After becoming an eligible employee, an eligible employee shall be entitled to choose one (1) of the following health insurance plans:
 - (1) Blue Cross & Blue Shield of Western New York, Inc. – Traditional Health Insurance Plan (administered by the Service Employees International Union);
 - (2) Blue Cross & Blue Shield of Western New York, Inc. – Community Blue (administered by the Service Employees International Union) with a \$5/\$20/\$35 prescription drug coverage benefit; or
 - (3) Finger Lakes Premier Health Plan (administered by the Service Employees International Union) with a \$5/\$20/\$35 prescription drug coverage benefit.

An eligible employee may select a different health insurance plan during the annual open enrollment period preceding the commencement of the plan year.

- (c) **Payment of Premiums.** If an eligible employee selects either Finger Lakes Premier Health Plan or the Blue Cross and Blue Shield of Western New York, Inc. – Community Blue the Village shall pay one hundred percent (100%) of the health insurance premium. If an eligible employee selects the Blue Cross & Blue Shield of Western New York, Inc. – Traditional Health Insurance Plan, then the Village shall pay on the employee's behalf an amount equal to the cost of the Blue Cross & Blue Shield of Western New York, Inc. – Community Blue Health Insurance Plan.
- (d) **Least Expensive Coverage.** If an employee and that employee's spouse are eligible for health insurance coverage provided by the Village and do not have dependents, the employee and the spouse will each be provided with individual coverage, if such option is less expensive and permitted by the insurer. The employee and the spouse may elect a family plan if they experience a "qualifying event" (such as the birth or adoption of a child).
- (e) **Health Insurance Buy-Back.** If an eligible employee demonstrates that he or she is covered under a health insurance plan to which another individual subscribes, then the eligible employee may elect to decline health insurance

coverage. In no event shall an employee be allowed to decline health insurance coverage without proof of alternate coverage.

If an eligible employee elects to decline health insurance coverage, then the Village shall pay the employee one-half (1/2) of the annual cost of the Finger Lakes Premier Health Plan. Payment for declining health insurance coverage shall be made in the first payroll of December of the calendar year in which the employee declines coverage.

Section 2. Employee Assistance Program. Employer shall make available to unit members counseling assessment and referral services in areas including, but not limited to the following:

- (a) alcohol abuse
- (b) marital problems
- (c) parental problems
- (d) drug abuse
- (e) job-related stress and burnout

Section 3. Disability. The Village shall cover all employees of the Police Department with disability insurance under the New York State Disability Benefits Law.

Section 4. Retirement.

- (a) From June 1, 2006 up to and including May 31, 2007, all employees shall be entitled to become members of the New York State Policeman's and Fireman's Retirement System under the Village of LeRoy Plan of: 30 Year Plan Section 384-e. Employees will not be eligible to elect to participate in Section 384-e after May 31, 2007. As of June 1, 2007, all employees who have not elected to participate in Section 384-e shall be entitled to become members of the New York State Policeman's and Fireman's Retirement System under Section 384-d.
- (b) A retiring employee may carry over a maximum of thirty (30) vacation days to be used in the employee's final year of employment. Employees who elect to carry over such vacation must notify the Village one (1) year in advance of such election. If an employee does not retire within one (1) year of giving such notice to the Village, and the employee's failure to retire is due to unforeseeable circumstances, then the Village will pay out any such accumulated vacation leave to the employee at the employee's regular rate of pay in effect at the time such vacation leave was accumulated.

Section 5. IRS Section 125 Plan.

- (a) The Village agrees to make available an IRS Section 125 Plan. This benefit will be available to all bargaining unit members, and the Village will bear any administrative expense.
- (b) The plan shall permit eligible employees to defer a maximum of four thousand dollars (\$4,000) per year for health care expenses and a maximum of five thousand dollars (\$5,000) per year for childcare expenses.

**ARTICLE 20
INDEMNIFICATION**

The Village will maintain the coverage for police officers currently provided by its general liability policy through the term of this Agreement. A copy of this policy shall be on file in the office of the Village Administrator for review by the Union during regular business hours. As a condition of coverage, each employee must, within five (5) calendar days from the date he is served with any summons, process, notice demand of pleading, deliver such documents to the Village Clerk.

**ARTICLE 21
GENERAL PROVISIONS**

Section 1. Non-Discrimination. In the administration of this Agreement, neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of sex, race, color, religion, creed, national origin, age, physical or mental disability, marital status, genetic predisposition or carrier status, veteran status, disabled veteran status, Union membership or activities, or status as a member of any other protected group or activity.

Section 2. Polygraph Test. All new employees, upon request, will submit to a polygraph test relating to his application of employment.

Section 3. Termination of Employment. Upon termination of employment an employee shall receive compensation in cash for all earned unused holidays, vacation days and compensatory time off at the appropriate rates of pay at the time earned, and any unpaid overtime.

Section 4. Part-Time Employees.

- (a) Except when necessary to cover an absence on regular shifts, all part-time employees shall have a regular schedule.
- (b) It is understood and agreed that part-time employees of the Police Department who are employed on the average of twenty (20) hours or more per week, will receive benefits set forth in this Agreement, if the period of time involved exceeds twenty-six (26) weeks or more on an annual basis.

- (c) The parties further agree that part-time officers shall be paid overtime at time and one-half their hourly rate for hours worked in excess of eight (8) in a work day or forty (40) in a work week.
- (d) Part-time officers shall be afforded the Bereavement Benefit provided such bereavement falls on their normal scheduled work day as provided in the new Agreement.
- (e) Language contained in the Agreement with respect to Uniforms and Indemnification shall apply to all part-time officers.
- (f) The parties understand that all part-time officers shall not be eligible for or entitled to the following provisions contained in this Agreement:
 - 1. Article 14 – Vacations.
 - 2. Article 15 – Authorized Leave with the exception of Bereavement as provided in Article 15, Section 1, and Section 5 and 6 which shall apply.
- (g) Part-time officers shall be afforded payment on employee's anniversary date in accordance with the schedule in Article 17, Section 5, based on the number of years of accumulated accredited service which is applied toward the employee's retirement.

Section 5. Safe Work Conditions. The Village and the Chief of Police will make every effort to provide employees with equipment to ensure their safety. This shall include a police car with a cage and removal of inside rear door and window handles for protection of the officers.

Section 6. Civil Service Law. The Village will provide a current copy of the New York State Civil Service Law regarding or pertaining to the duties of the Police Department.

Section 7. Vehicles. The Village agrees that during the term of this Agreement all police cars purchased by the Village shall remain in compliance with the certified police package. In addition, all cars shall be equipped with shotgun racks.

Section 8. Equipment. Employee shall immediately or at the end of their shift report all defects in equipment. The Employer shall not require any employee to use unsafe equipment. All equipment which in the judgment of the Chief or his designee, is unsafe shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Section 9. Weapons. The Village will conduct an annual safety inspection of weapons issued and authorized by the Village Police Department in accordance with the procedure issued by the Chief of Police or his designee.

**ARTICLE 22
JOB SECURITY**

Under no circumstances will the Employer terminate, except for cause, or lay off permanent employees and replace them with part-time employees.

**ARTICLE 23
CONTRACTUAL AGREEMENT WITH OTHER MUNICIPALITIES**

Employees of the LeRoy Police Department shall honor all duties and commitments to perform services as a result of contracts the Village shall have with other Municipalities to supply police services. The Village will submit a letter to the Police Department from the Insurance Carrier indicating the Police will be covered to perform services as a result of a contract.

**ARTICLE 24
SAVINGS CLAUSE**

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of tribunal of competent jurisdiction, or shall have the effect of a loss to the Village of funds or property or services made available through New York State or Federal law, then such conflict or having such effect shall be of no force and effect, but the remainder of the Agreement shall have the right to reopen negotiations with respect to the Article, section or portion of this Agreement involved at the earliest possible date or within sixty (60) days.

**ARTICLE 25
STATUTORY PROVISIONS**

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

**ARTICLE 26
ANTI-HARASSMENT POLICY**

The Union and the Village agree that harassment and discrimination, as defined by the Village's Anti-Harassment Policy, shall be prohibited in the work place. Any employee who violates the Village's Anti-Harassment Policy may be subject to disciplinary action. Any employee who has a complaint of harassment (sexual and otherwise) at work by anyone, including supervisors, co-workers, vendors or visitors, shall promptly report the incident to either the Chief of Police or the Officer in Charge. If this is not possible, the employee shall report the incident to the Village Administrator. Under no circumstances will an employee be required to report an allegation of harassment to the alleged harasser. The Village agrees that training will be provided prior to implementation.

ARTICLE 27
FAMILY AND MEDICAL LEAVE ACT

Section 1. The Union and the Village adopt all provisions of the Family and Medical Leave Act of 1993 ("FMLA"), and any subsequent amendments thereof, including specifically the rights and options provided to employees and the rights and options provided to the Village as Employer, except as specifically limited in Section 2, below.

Section 2. Notwithstanding Section 1, the Village may not require an employee to substitute any period of accrued paid vacation leave for leave which qualifies under the FMLA.

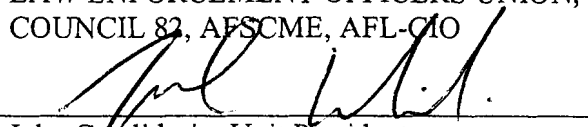
ARTICLE 28
TERM OF AGREEMENT

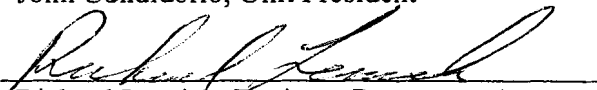
This Agreement is the result of negotiation between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of the Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et. al.

This Agreement shall be in full force and effect as of June 1, 2005 up to and including May 31, 2008.

FOR THE UNION:

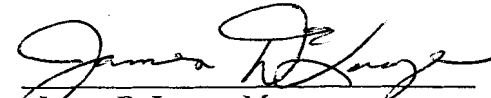
LAW ENFORCEMENT OFFICERS UNION,
COUNCIL 82, AFSCME, AFL-CIO


John Conditorio, Unit President


Richard Lesniak, Business Representative

FOR THE EMPLOYER:

THE VILLAGE OF LEROY


James DeLooze, Mayor

APPENDIX A SALARIES

| Effective 6/1/2004 | | | | |
|--|---------------------|---------------------------|---------------------------|---------------------------|
| | Starting Pay | 1 Year Anniversary | 2 Year Anniversary | 3 Year Anniversary |
| Patrolman | \$36,418.96 | \$37,690.98 | \$41,728.33 | \$43,857.61 |
| | \$17.51 | \$18.12 | \$20.06 | \$21.09 |
| Investigator | \$38,292.93 | \$41,169.83 | \$43,709.98 | \$45,859.83 |
| | \$18.41 | \$19.79 | \$21.01 | \$22.05 |
| Sergeant | \$40,166.92 | \$44,648.69 | \$45,691.63 | \$47,862.05 |
| | \$19.31 | \$21.47 | \$21.97 | \$23.01 |
| Effective 6/1/2005 (3% increase): | | | | |
| | Starting Pay | 1 Year Anniversary | 2 Year Anniversary | 3 Year Anniversary |
| Patrolman | \$37,511.53 | \$38,821.71 | \$42,980.18 | \$45,173.34 |
| | \$18.04 | \$18.66 | \$20.66 | \$21.72 |
| Investigator | \$39,441.72 | \$42,169.83 | \$45,021.28 | \$47,235.62 |
| | \$18.96 | \$20.38 | \$21.64 | \$22.71 |
| Sergeant | \$41,371.93 | \$45,988.15 | \$47,062.38 | \$49,297.91 |
| | \$19.89 | \$22.11 | \$22.63 | \$23.70 |
| Effective 6/1/2006 (3% increase): | | | | |
| | Starting Pay | 1 Year Anniversary | 2 Year Anniversary | 3 Year Anniversary |
| Patrolman | \$38,636.88 | \$39,986.36 | \$44,269.59 | \$46,528.54 |
| | \$18.58 | \$19.22 | \$21.28 | \$22.37 |
| Investigator | \$40,624.97 | \$43,434.92 | \$46,371.92 | \$48,652.69 |
| | \$19.53 | \$20.99 | \$22.29 | \$23.39 |
| Sergeant | \$42,613.09 | \$47,367.79 | \$48,474.25 | \$50,776.85 |
| | \$20.49 | \$22.77 | \$23.31 | \$24.41 |
| Effective 6/1/2007 (3% increase): | | | | |
| | Starting Pay | 1 Year Anniversary | 2 Year Anniversary | 3 Year Anniversary |
| Patrolman | \$39,795.99 | \$41,185.95 | \$45,597.68 | \$47,924.40 |
| | \$19.14 | \$19.80 | \$21.92 | \$23.04 |
| Investigator | \$41,843.72 | \$44,737.97 | \$47,763.08 | \$50,112.27 |
| | \$20.12 | \$21.62 | \$22.96 | \$24.09 |
| Sergeant | \$43,891.48 | \$48,788.82 | \$49,928.48 | \$52,300.16 |
| | \$21.10 | \$23.45 | \$24.01 | \$25.14 |

APPENDIX B UNIFORM AND EQUIPMENT LIST (INITIAL ISSUE)

| | |
|-----------------------------|--------------------------------|
| 4 Short Sleeve (Tropi Knit) | Raincoat |
| 4 Long Sleeve (Tropi Knit) | Uniform Shoewear |
| 6 Pants | PVC Foul Weather Boots |
| Stetson with Rain Cover | Winter Gloves Leather |
| 1 Set Collar Insignia | Summer Gloves Leather |
| Silver/Gold "P" Buttons | Winter Hat, Knit Blue or Black |
| 2 Name Tags | Long Underwear Winter |
| 2 Service Since Tags | Body Armor with Carriers |
| 2 Surcoat Badges | Briefcase |
| 1 Carrison Belt | Flashlight, Batteries, Bulbs |
| 1 Gun Belt with Keepers | 1 Metal Clipboard |
| Holster | 1 Summons Book |
| Mag Pouch | *Off Duty Leather |
| Handcuffs with Case | Penal Law Book |
| Radio Clip | V & T Law Book & Updates |
| Lazy Strap with Baton | CPL Law Book & Updates |
| Biohazard Glove Case | Wallet Badge with Case |
| 2 Identification Cards | Uniform Sweater |
| Winter Surcoat | Spring Reversible Wind Breaker |

*Subject to department policy and guidelines.

All other necessary equipment. Any necessary undercover equipment including but not limited to:

- Sneakers
- Civilian shoes or boots
- Jeans or other pants or shorts
- T-shirts or other shirts
- Hats
- Bandannas
- Other accessories, as appropriate

Undercover equipment must be returned to the Village if the officer's employment terminates, either voluntarily or involuntarily, within one (1) year of the date of such equipment's purchase.

BICYCLE UNIFORM LIST: Helmet with Visor
Safety Glasses

| | | | |
|----------------|----------------------------|----------------|--------------------------------|
| SUMMER: | 3 Short Sleeve Shirts | WINTER: | 1 Jacket with Removal Liner |
| | 2 Pair bicycle Shorts | | 1 Pair Pants w/Removable Liner |
| | 3 Pair Padded Shorts | | 1 Pair Foul Weather Footwear |
| | 1 pair Black Sneakers | | |
| | Duty Belt and Gear (nylon) | | |
| | Padded Bicycle Gloves | | |