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POL / 7594

**AGREEMENT**  
**BY AND BETWEEN**  
**THE VILLAGE OF GENESEO**  
**AND THE**  
**GENESEO POLICE BENEVOLENT ASSOCIATION**  
**COUNCIL 82**  
**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES**  
**AFL - CIO**

This agreement entered into by the Village of Geneseo, New York, hereinafter referred to as the “EMPLOYER”, and the Geneseo Police Benevolent Association, Council 82, AFSCME, AFL-CIO, hereinafter referred to as the “UNION”, has as its purpose the promotion of harmonious relations between the “EMPLOYER” and the “UNION”, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

June 1, 2006 - May 31, 2010

**RECEIVED**

**OCT 25 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

*Toffice*

## ARTICLE 1

The Employer recognizes the Union as the sole and exclusive representative for all “employees employed by the Geneseo Police Department” for collective bargaining negotiations with respect to the establishment of salaries, terms and conditions of employment and the administration of grievances for the term of this agreement. For the purposes of the agreement, an “employee” or “employees” are those employees in the titles of police officer, including an Intermediate Supervisory Officer (ISO), and similar titles created hereafter determined by either mutual agreement of the parties or the Public Employment Relations Board from time to time as being in the unit.

## ARTICLE 2

### UNION SECURITY

#### 2.1 PLEDGE AGAINST COERCION

The Employer and the Union agree not to interfere with the rights of the employees to become members of the Union and that there will be no discrimination, interference, restraint, or coercion practiced by the Employer or any Employer representative against any employee because of his Union membership, or non membership, or because of such employee’s activity in any official capacity on behalf of the Union.

#### 2.2 CHECKOFF OF UNION DUES AND OTHER DEDUCTIONS

2.2.1 All members of the Union covered by this agreement shall tender their membership dues to the Union by signing the authorization for payroll deduction of the Union dues form provided by the Union.

2.2.2 The Employer understands that the Union has the exclusive rights of dues deduction and agrees to deduct such Union membership dues in accordance with the amount certified by the Union from the pay of those members who have executed such payroll deduction authorizations, and to maintain such deductions for the term of this agreement.

2.2.3 The Employer understands that the Union has the exclusive right of payroll deductions of premiums for all Union sponsored insurance programs, and also agrees to make a separate deduction for such insurance programs which are currently available or will become available to Union

members. The Employer will maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization form provided by the Union or appropriate agency by the Union.

2.2.4 Payroll deductions of the Union dues and Union sponsored insurance programs required or authorized by the employees shall become effective at the date that the appropriate form, if any, designates, or, if none, when it is signed by the employee and delivered to the Employer. All deductions shall commence at the beginning of the next payroll period.

2.2.5 The aggregate totals of all Union dues deductions and the aggregate totals of all insurance deductions shall be remitted separately each payroll period together with a list of names of those employees from whom such deductions have been made to:

Union Dues: Security & Law Enforcement, Council 82  
63 Colvin Ave., Albany, NY 12206

Insurance Premiums: As per card designations

2.2.6 Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer. Implementation of any such changes shall be accomplished by the next payroll period.

2.2.7 Agency Shop - During the term of this Agreement deductions shall be made from the wages of any employee of the bargaining unit who is not a member of the Union in an amount equivalent to the dues levied by the Union. Such amount shall be deducted and transmitted to the Union in accordance with provisions 2.2.5 of the present Agreement.

### 2.3 ACCESS TO PREMISES

The Employer agrees to permit a representative of the Geneseo Police Benevolent Association, Council 82, and/or the International Union, on an exclusive basis, 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 communication with other officers and stewards of the Union, provided such discussions do not unduly interfere with the performance of the duties assigned to the employees.

## 2.4 BULLETIN BOARDS

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union for the 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.

## 2.5 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 the local Union or the Council, shall be permitted, without loss of time or pay, to consult with and transmit communication to the Employer, his representative, or other representative of the Union, concerning the enforcement of any provisions of this Agreement.

## 2.6 CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of time or pay, if such time is during regular scheduled work hours, for two (2) employee members of the local Union contract negotiating committee to participate in contract negotiations.

## 2.7 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 International Union, Council 82 State AFL-CIO or local central Labor Council, to attend such functions without pay, provided that a request for such leave is made by the Union to the Chief of Police no less than five (5) days prior to the date that the function is scheduled.

## 2.8 JOINT LABOR RELATIONS COMMITTEE

To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern. The size of the committee shall be limited to the least number of representatives needed to accomplish its objectives. Committee meetings shall be held upon mutual consent of the parties, as often as is necessary, but no less than once every three (3) months. The time, date, and location for such meetings shall be made in advance with an agenda being submitted

at least one (1) week prior to the mutually agreed upon date. The meeting shall be held at reasonable hours mutually agreed upon by the parties. Employee committee members acting on behalf of the Union shall suffer no loss of time or pay as a result of attending such meetings during their regular work hours.

## 2.9. JOINT RULES AND REGULATIONS COMMITTEE

2.9.1 The Employer agrees that all present rules and regulations of the Geneseo Police Department are subject to review by a joint committee on Rules and Regulations which shall be comprised of no more than two (2) employees designated by the Union and a comparable number of management designated by the Chief of Police. When such rules and regulations are mutually agreed upon, they shall be reduced to writing and distributed to all employees, and shall become a part of this agreement by reference.

2.9.2 It is understood and agreed that until new rules and regulations are adopted by mutual agreement of the parties, all employees shall comply with any existing rules and regulations that are not in conflict with the terms of this agreement.

2.9.3 Should no mutual agreement be reached on any rule or regulation, the Employer shall have the right to implement such rule and regulation; however, any dispute arising over the reasonability of such rule or regulation or the manner of application will be subject to the grievance and arbitration procedure.

## ARTICLE 3

### GRIEVANCE AND ARBITRATION

#### 3.1 GENERAL

3.1.1 It is the intent of this article to provide an orderly, expeditious procedure for the processing and settlement of all grievances between employees and the Employer or between the Union and the Employer. It is agreed, therefore, that should any grievance occur over the meaning, application, and interpretation of this Agreement or any other matter defined as a grievance under Article 16, Section 682 of the General Municipal Law, the grievance and arbitration procedure set forth in the appropriate sections of the Article shall be the only manner by which such grievances may be settled.

3.1.2 It is understood that no provisions of this agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance procedure if the Union does not consider the grievance with merit.

### 3.2 MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE

3.2.1 The time limits set forth in this Article shall be strictly adhered to. However, they may be extended by mutual agreement of the parties in writing.

3.2.2 Any step of the grievance procedure may be waived by mutual agreement of the parties in writing.

### 3.3 UNION STEWARDS

An employee selected by the Union to act as a Union representative shall be known as a "steward". The name of an employee selected as a steward and the names of any other Union officer and/or representative who may also represent employees shall be certified in writing to the Employer and the Chief of Police by the local Union Unit.

### 3.4 RIGHTS OF THE PARTIES

3.4.1 Either party shall have access upon request to any written statements or records which will be presented as evidence by the other party at any hearing provided by this agreement in advance of the date of such hearing. In the event either party does not have sufficient time to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

3.4.2 Aggrieved employees, necessary employee witnesses, and their local representative shall not suffer any loss of time or pay, or be required to change leave credits as the result of attending hearings during their regular working hours. Reasonable and necessary time spent at arbitration proceedings and any other proceedings that have to do with the administration of this Agreement, during such employees' regular working hours shall be considered as time worked for all purposes. It is understood and agreed that all grievance hearings shall be scheduled to be held during such employees' regular working hours, or if not possible, as close to their regular work shift as is reasonably possible.

3.4.3 An employee shall not be coerced or intimidated, or suffer any reprisal, either directly or indirectly, by either party, including changes that may adversely affect his hours, wages, or working conditions, as the result of his exercising rights guaranteed by the agreement.

3.4.4 Staff representatives of Council 82 may participate at any step of the grievance procedure.

### 3.5 GRIEVANCE PROCEDURES STEPS

STEP 1 The Union steward, or other authorized representative of the Union, with or without the aggrieved employee, shall present the grievance in writing to the Chief of Police, who shall render his decision orally or in writing to the Union steward or other authorized representative of the Union within two (2) work days after its presentation to him. Such grievance must have been presented within fifteen (15) calendar days of the date it occurred or was known or should have been known to occur.

STEP 2 If the grievance is not resolved at STEP 1 within the time limits set forth above, or no answer is forthcoming, the grievance may, within ten (10) work days of the date such answer is received or should have been due, be submitted in writing by the local unit President or his designee to the Board or its designee, who shall hold a meeting with the authorized representative of the Union not later than five (5) work days after the date of receipt of the grievance. Any answer or decision on the grievance shall be in writing and be transmitted to the Union's local unit President or his designee within five (5) work days after the date that such meeting was held.

STEP 3 If the Union is not satisfied with the decision at STEP 2, or no decision is forthcoming, the Union may, within fifteen (15) work days of receipt of the second step answer or from the date that such answer would have been due, refer the matter to the Arbitration step in the manner set forth in Section 3.6 below.

### 3.6 ARBITRATION PROCEDURE

3.6.1 If the Union appeals the grievance to arbitration, a copy of the request for arbitration shall be mailed by certified mail to the Mayor or a designated representative at the same time. The selection of the Arbitrator, who will make the final determination of the grievance, shall be made by the parties from a list submitted by the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association except as they are modified herein. The Arbitrator selected shall be requested to hold a hearing at a time and place convenient to the parties within twenty (20) calendar days of his acceptance.

3.6.2 In the event a dispute develops over whether or not the grievance is arbitrable, it is understood and agreed that the Arbitrator shall first make that determination. Once the Arbitrator has determined that a grievance is arbitrable, he shall then proceed in accordance with this Section to determine the merits of the grievance being submitted to Arbitration.



3.6.3 The Arbitrator shall be requested to render a decision within fifteen (15) calendar days of the arbitration hearing or within fifteen (15) calendar days of the receipt of any written position of both parties, should such request be made by either party. The Arbitrator's decision shall be final and binding upon all parties subject to the provisions of Section 7511 of the New York State CPLR, however, he shall not have the power to amend, modify or delete any provision of this agreement.

3.6.4 The expenses and fees of the Arbitrator and the fees of the American Arbitration Association shall be shared equally by the parties.

#### ARTICLE 4

#### DISCIPLINE

##### 4.1 EXERCISE OF RIGHTS

4.1.1 It is understood and agreed that the only procedure for imposing disciplinary actions or measures against employees covered by this Agreement shall be only as set forth in the following sections of this Article, which, also, in lieu of any other provisions of the Civil Service Law, shall apply to all employees who would otherwise be covered by those provisions.

4.1.2 Disciplinary measures or penalties shall include only written reprimands, suspensions (not in excess of thirty (30) days), demotion and dismissal. 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.

4.1.3 In any case where a disciplinary penalty is imposed upon an employee, the Employer shall notify the employee, and the Union's local unit President in writing of the specific reasons for such disciplinary action. The written notification shall also indicate that one (1) copy has been sent to the Union's local Union President. Notification to the Union shall be sent at the same time the notice is sent to the employee, or, if hand delivered to the employee, within twenty-four (24) hours of the time that the notice is given to the employee.

4.1.4 It is understood and agreed that any employee covered by this agreement shall be entitled to Union representation at any hearing stage of a disciplinary proceeding. Such employee shall be notified of his rights under this section within a reasonable period to the date of such meeting or conference is to be held.

4.1.5 No employee shall be required to sign any statement of admission of guilt to be used in a disciplinary proceeding without having Union representation, nor shall such employee be required to take a polygraph examination.

4.1.6 An employee may be suspended without pay prior to his instituting an appeal under the appropriate section of this Article only if there is probable cause to believe that the continued presence of the employee on his job assignment represents an actual danger to other persons or property, or would interfere with the operations of the Department. However, if such suspension is meted out, whether or not such suspension is a prelude to a proposed dismissal, prior to the implementation of the disciplinary grievance procedure of this Article, such determination shall be reviewable by the Arbitrator, should the matter become the subject of an arbitration procedure in accordance with this Agreement.

## 4.2 DISCIPLINARY PROCEDURE AND APPEALS

4.2.1 Whenever the Employer believes there is sufficient cause for a disciplinary penalty to be imposed upon an employee and notification is given that such action will be or has been taken, the disciplinary decision may be appealed by the employee himself or through the Union and be processed in the same manner as set forth in the grievance and arbitration procedure of this agreement, except that the initial appeal shall be presented at STEP 2 within eight (8) calendar days of the employee's receipt of such notification. It is understood and agreed that the burden of proof in any disciplinary proceeding shall rest with the Employer.

4.2.2 It is understood and agreed that any disciplinary grievance may be settled at any time following the service of a notification of disciplinary penalty. The terms of any settlement proposed shall be reduced to writing. An employee offered such a settlement shall be given a reasonable opportunity to consult with his Union representative as well as to have him present at the time he executes such settlement. Both the employee and the Union representative shall be provided with copies of the settlement at the time such settlement is made.

4.2.3 If a disciplinary grievance is not settled or otherwise resolved, it may be appealed to arbitration by the Union within ten (10) work days of the receipt of the STEP 2 response. Notification of the Union's appeal to arbitration shall be served upon the Employer in the same manner set forth in Section 3.6.1 of this Agreement.

4.2.4 Except where required by circumstances to make determinations on issues of arbitrability, Arbitrators, selected for disciplinary penalty action, shall confine themselves to determination of guilt or innocence and appropriateness of imposed penalties. Such Arbitrators shall neither add to, detract from, nor modify any provisions of this agreement. Disciplinary Arbitrators may approve, disapprove, or take any other appropriate action they feel warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of a suspension. The disciplinary Arbitrator also may consider any period of suspension up to thirty (30) calendar days in determining the penalty to be imposed.

4.2.5 All fees and expenses of the Arbitrator and fees of the American Arbitration Association shall be divided equally between the Employer and the Union.

#### 4.3 LIMITATIONS

No employee shall be brought up on charges or be disciplined for acts or knowledge of such acts, which occurred more than thirty (30) calendar days prior to the service of such notification of discipline, except acts which would constitute a crime.

#### 4.4 UNION'S RIGHTS ON DISCIPLINARY MATTERS

4.4.1 The Union steward and the Union's local unit President or his designee, as well as the disciplined employee, shall suffer no loss of time or pay, or be required to charge any accrued leave credits as the result of attending any disciplinary arbitration hearings. Attendance at disciplinary arbitration hearings, during such employees' regular working hours shall be considered as time worked for all purposes.

4.4.2 Union Council Staff representatives may be present and participate at any step of a disciplinary proceeding.

#### 4.5 PERSONNEL RECORDS

4.5.1 All employees, upon their 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, any other record of actions which have taken place during their employment with the Village of Geneseo. Upon review of their file, employees may request and shall be provided with copies of all documents and notations which they had not previously been given.

4.5.2 No letter of criticism, poor evaluation, reprimand, or any other document 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 action, disagree with all or part of any such 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.

## ARTICLE 5

### SENIORITY

#### 5.1 DEFINITION OF SENIORITY

Seniority means a full time employee's total length of employment in title as a full-time employee of the Geneseo Police Department since his last date of hire, such being applicable to all benefits provided by this agreement.

#### 5.2 PROBATIONARY EMPLOYEES

5.2.1 Every new untrained employee who is hired to fill a position on a permanent basis shall be subject to a probationary period of up to fifty-two (52) weeks. MPTC certified Police Officers who transfer to and are hired to fill a position on a permanent basis shall be subject to a probationary period of up to twenty-six (26) weeks. Upon the satisfactory completion of the probationary period, such employees 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.

5.2.2 While an employee is serving his probationary period, 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 that the Chief of Police will counsel him on this matter. A copy of this notification shall be forwarded to the Union.

5.2.3 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.

### 5.3 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.

### 5.4 BREAKS IN CONTINUOUS SERVICE

5.4.1 For the purposes of seniority, an employee's continuous service record shall be broken only by a voluntary resignation, a dismissal that is not reversed through the procedures set forth in this agreement, failure to return to work when recalled from a layoff, and retirement; however, should such employee be rehired within one (1) year of his date of leaving service to work in any capacity of work that is normally performed by employees covered by this Agreement, then the break in continuous service shall be removed from his record, subtracting the period of non service.

5.4.2 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 or unpaid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

## ARTICLE 6

### WORK FORCE CHANGES

#### 6.1 PROMOTION AND FILLING OF VACANCIES

6.1.1 Whenever promotional opportunities to high 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:

- (A) Candidates from within the bargaining unit on an established promotional list shall be given preference before any other considerations may be made.
- (B) Selection of candidates from the promotional list shall be made in the order of appearance until the entire list of names is exhausted before any consideration may be given to names appearing on any other lists, with the understanding that the Department of Personnel of Livingston County shall be requested by the Village to transfer to the promotional list the names of all new police officers employed by the

Geneseo Police Department who pass Civil Service examinations for higher positions.

- (C) Upon the exhaustion of the entire list of names appearing on a promotional list and the absence of any other established Civil Service eligibility list, provisional appointments to fill such competitive positions shall be made from among other employees who have indicated a desire to be considered for those positions on the basis of seniority.

6.1.2 Any employee selected to fill a position on a provisional basis shall undergo a trial period of a minimum of thirty (30) calendar days, but in no case to exceed ninety (90) 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, then such employee shall be restored to his former position or assignment. The vacant position shall then be offered to the employee who was next on the seniority list of those who had qualified during the original bidding period.

6.1.3 The Village shall have the right to place officers, who have prior police department experience occurring within one year of the date of hire by the Village, on the salary schedule depending upon their experience and the recommendation of the Chief of Police. In no event shall such placement be above Step 4. All other benefits shall be the same as an entry level employee.

## 6.2 LAY-OFF AND NOTIFICATION

6.2.1 It is understood and agreed that in the event the Employer plans to lay off employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least forty-five (45) days prior to the date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated lay off, the effect it will have on employees within the bargaining unit, the community at large, and the discussion of alternative measures.

6.2.2 If, after the implementation of 6.2.1, the Employer establishes that a lay off still is necessary, then such lay off shall be made in accordance with the State Civil Service Law.

6.2.3 Any employee to be laid off will receive no less than thirty (30) calendar days notice, such notice to be delivered by hand with his regular paycheck. The Employer shall forward to the Union a list of all employees being laid off on the same date that the notices are issued to the employees.

### 6.3 RECALL RIGHTS

6.3.1 Laid off employees shall be placed on a preferred (recall) list in the order of their seniority. The recall rights of employees shall expire after a period equal to their seniority, but in no case more than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent by registered or certified mail to the employee's last known address.

6.3.2 When the work force is increased after a layoff, employees on the recall list shall be recalled according to their seniority, such notice of recall being sent to each employee being recalled at his last known address by registered or certified mail. The Union shall be notified at the same time the employees are being notified. Any employee who fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, shall be considered a quit. It is understood that no new employee will be hired in a job classification until all employees on layoff within that job classification have had an opportunity for recall (as specified in the prior sentence), provided that such recalled employees are fully capable of performing the job.

### 6.4 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, such assignment shall be made first to the Sergeant (if available), and if there is no Sergeant or the Sergeant is unavailable, made on the basis of seniority, 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.

## ARTICLE 7

### WORK, HOURS AND SCHEDULES

#### 7.1 REGULAR WORK HOURS

7.1.1 The regular hours of work each day shall be consecutive.

7.1.2 Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work in the realm of his duties and responsibilities as a police officer.

## 7.2 WORK WEEK AND WORK SHIFTS

7.2.1 The regular work week for Police Officers shall be the schedule commonly known as the four (4) and two (2) system, whereby employees assigned work four (4) consecutive days and are off two (2) consecutive days and then return to work on the seventh (7th) day to continue the cycle. Notwithstanding the foregoing, an employee filling a new full-time position funded by outside governmental or private entities (not the Village) will have his/her schedule and assignment determined through the Labor-Management Committee, with the Village having the right to implement a schedule and assignment (subject to the grievance procedure) if no agreement was reached by the Committee. This officer shall be entitled to the same number of days off per month as if (s)he were on a fixed schedule and will be subject to all other provisions of this agreement.

7.2.2 CHANGE SHIFTS The regular work day or work shift of a Police Officer shall consist of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the employee's regular starting time. Except as specifically stated otherwise elsewhere in this Agreement, all employees shall be scheduled to work on a "fixed Shift" on one of the following regular work shifts:

6:00 AM to 2:00 PM (B)

2:00 PM to 10:00 PM (C)

10:00 PM to 6:00 AM (A)

Each officer shall be in uniform and ready to work on his/her shift at least 15 (fifteen) minutes prior to the start of his/her assigned shift. This pre-shift period will commonly be called "show up time" and will not come under the qualifications of the overtime provisions of this agreement.

Fixed shifts shall be bid by seniority on an annual basis on or about June 1 each year, with the proviso that Supervisory positions shall not be subject to the same shift bidding as Police Officer positions but bid among Supervisory positions. Bidding based on seniority shall not be applicable to positions funded by outside governmental or private entities. Any new shifts that become available will be bid by seniority. Once a shift is bid and assigned to an employee a senior employee may not "bump" another employee from his shift.

No employee shall have his shift schedule changed for the purposes of avoiding the payment of overtime, unless he has been notified of such change one week in advance of the time in which



the changed work period is to begin provided, however, that the circumstances necessitating such change are foreseeable prior to such one-week period.

In the event that circumstances necessitating such shift changes are not foreseeable, then such notice shall be given as soon as possible.

At no time will the employee be required to work more than two shifts per 6 day work period.

7.2.3 It is understood and agreed that on certain occasions, as may be determined by the Chief of Police, additional shifts may be established to provide overlapping coverage as follows:

6:00 PM to 2:00 AM

7:00 PM to 3:00 AM

8:00 PM to 4:00 AM

It is further agreed that a minimum of two officers will be assigned to work the hours of 10:00 PM through 3:00 AM on Friday and Saturday evenings, except in extraordinary circumstances.

7.2.4 An employee's scheduled work shift may not be changed without his consent for the purposes of recalling such employee to work on another work shift.

7.2.5 Except as is specifically set forth in this Agreement, the basic work week and work scheduling that will be in force as of the effective date of this agreement shall not be changed unless the changes are first discussed with the Union. Should no agreement be reached, the new scheduling may be implemented by the Employer but will be subject to the grievance procedure.

7.2.6 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, and the Chief of Police is notified in advance, and the request is approved. Neither the Employer nor the Department shall be held responsible for enforcing any agreement made between employees.

7.2.7 SCHEDULING

- (A) A calendar month work schedule shall be posted at least 1 month in advance (e.g. May schedule posted no later than March 31).
- (B) To the extent that additional staffing is anticipated for a posted shift (or portion of a shift or shifts) the posting will indicate the anticipated number of additional positions and the time(s) when the additional staffing is anticipated. Employees may bid on such positions through the 7<sup>th</sup> day of the calendar month following the posting. The

Chief of Police will award the additional positions based on seniority (not according to Article 8), and if there are insufficient bidders for the available position(s) then the Chief of Police shall fill such positions by reverse seniority.

- (C) After filling these positions and deciding vacation, personal and in lieu of holiday requests made during the first 7 days of the month the Chief of Police shall then post a revised schedule by the 10<sup>th</sup> day of the calendar month following the initial posting.
- (D) In the event subsequent changes to the posted schedule are made the Chief of Police shall post a revised schedule.
- (E) In all circumstances, filling additional shifts and approval of vacation, personal and in lieu of holiday requests will be at the discretion of the Chief of Police and the accommodation of same by the schedule.

### 7.3 LUNCH PERIODS

All employees shall be entitled to a one-half (1/2) hour lunch period which may be taken at any time during employee's regular work shift, such time to be considered as time worked.

## ARTICLE 8

### OVERTIME, PREMIUM PAY AND STAND-BY

#### 8.1 OVERTIME DISTRIBUTION

8.1.1 All overtime work opportunities shall be offered equally to employees in the same job classifications, the equalization of which shall take place no less than once each three (3) months, commencing on the first (1st) day of the calendar month following the execution date of this agreement. It is understood and agreed that an overtime list will be established and maintained from which employees will be elected when overtime work is warranted, such list to be established in order of seniority.

8.1.2 On each occasion that overtime work occurs, the opportunity to work such overtime shall be offered to employees in the order of appearance on the list. An employee who does not accept the overtime work shall for purposes of overtime equalization, be charged with the actual hours of overtime that were worked by the employee accepting such, and the next employee will be offered the overtime work. In the event an officer does not respond within two (2) hours to a call offering

an overtime opportunity, the officer shall be deemed to have declined that opportunity and the next employee may be offered the opportunity. In such circumstances, the non-responding officer will not be charged hours for equalization purposes unless and until the officer fails to respond to three consecutive calls in a quarter, and upon the third failure to respond, shall be charged hours as if the officer did not accept the opportunity, until he accepts an overtime opportunity. An employee who accepts the overtime work and fails to show up shall be penalized by being charged with sixteen (16) hours of overtime. Once the list is completely utilized, overtime work shall then be offered to employees with the least number of overtime credits at the time. It is understood and agreed that the Employer may require that work already in progress shall be completed by the employee performing the work at the time the determination was made that the overtime work was necessary.

8.1.3 A record of all overtime hours worked by each employee shall be posted each month on the appropriate bulletin board.

8.1.4 It is understood and agreed that all overtime work that does not constitute an emergency situation or unforeseen circumstance shall be voluntary. No employee shall be discriminated against who declines to work such overtime. The determination of the existence of an emergency or unforeseen circumstance shall be made by the Chief of Police.

## 8.2 OVERTIME PREMIUM PAY

8.2.1 Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day, all work performed before or after any regular scheduled work shift and all work performed on any of their scheduled days off. All overtime work shall require approval or pre-approval by the Chief of Police, unless otherwise provided in the General Orders.

8.2.2 Any employee required to work four (4) hours of overtime following his regular full work day shall be granted within those four (4) hours one-half (1/2) hour off with pay at the overtime rate for the purposes of eating, and an additional one-half (1/2) hour off with pay within each subsequent eight (8) hour period of overtime to be followed by additional overtime.

8.2.3 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, shall be considered as overtime, and shall be paid for at the appropriate rates of pay, at a minimum of two (2) hours of overtime for each such training session.

8.2.4 All overtime work shall be paid for no later than by the end of the payroll period following the period in which the overtime was worked.

8.3 STANDBY TIME

8.3.1 Any employee who is required by the Chief of Police to be available on call before or after the completion of his regular work shift shall be compensated at the rate of two (2) hours pay at his regular rate for each four (4) hours or fraction thereof on standby duty.

8.3.2 If an employee is required to be on standby on his regular days off or on holidays he shall be compensated at the rate of three (3) hours pay for each four (4) hours or fraction thereof on standby duty. If an employee is required to report for duty during the standby period, he shall be paid his regular premium pay in addition to standby pay.

8.4.1 COURT TIME

Employees who are required to appear in any court or other regulatory or administrative agency in connection with their assigned duties at any time other than during their regular scheduled work shift shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2) their regular rate of pay , unless the appearance is for less than thirty (30) minutes. If the appearance time is less than thirty (30) minutes, the Officer shall be paid two (2) hours at time and one-half (1-1/2) of their regular rate of pay.

8.4.2 CALL BACK TIME

Employees who are called back by the Chief of Police to assist the Village in connection with their assigned duties shall be paid a minimum of two (2) hours pay at time and one half (1 1/2) their regular rate of pay. The Chief of Police may assign duties to an Officer who is called back to work, beyond the purposes of the call back, for up to two (2) hours.

8.5 PERSONAL LEAVE

(A) An employee who has completed the probationary period as provided for in Article 5.2 shall be entitled to 16 hours of personal leave with pay per year.

The employee shall be credited with the pro rated number of hours upon completion of probation, and with 16 hours on the 1st of June each succeeding year.

(B) Personal days will be requested and scheduled in accordance with subparagraph 10.2.2. The Chief may, for good reason deny such request, excepting that once granted, it shall not be canceled.

(C) Personal leave not used because of Village needs shall, at the end of the contract year (May 31st) be converted to sick leave where sick leave does not exceed 180 days.

(D) The employee shall not be required to give reason as a condition for approval of such leave.

(E) Personal days may be used in conjunction with regularly scheduled days off or holidays, but not with vacations.

## ARTICLE 9

### HOLIDAYS

#### 9.1 RECOGNIZED AND OBSERVED HOLIDAYS

9.1.1 The following days shall be recognized and observed as paid holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Christmas Day	Easter Sunday

For purposes of this Article, if an officer's regular shift would extend before or after the 24-hour period (midnight to 11:59 p.m.) a paid holiday is recognized and observed, only the day on which 50 percent or more of the officer's scheduled shift hours occur on the recognized and observed holiday set forth above will be considered a holiday for that officer.

9.1.2 An employee must have worked his last scheduled work day prior to a holiday and his first scheduled work day after the holiday to receive compensation for the holiday, unless he was absent because of illness, vacation or other reason approved by the Employer.

9.1.3 An employee who is scheduled to work on any of the holidays set for in 9.1.1 above, and who does not request relief from that assignment in advance, shall receive, in addition to their regular pay for that day, one additional day's pay at their regular rate of pay.

9.1.4 Employees who are on regularly scheduled days off will receive another day off in lieu of the holiday which will be requested and scheduled in accordance with subparagraph 10.2.2.

9.1.5 An employee who accepts the holiday work assignment and fails to show up shall receive no pay for that day, unless his failure to report for work is for personal illness, serious illness in the family, death in the family or any reason acceptable to the Chief of Police.

9.2 PAYMENT OF ACCUMULATED HOLIDAY PAY

'In lieu of holidays' may be accumulated up to a maximum of twenty-four (24) days. All in "lieu of holidays" accumulated in excess of this amount will be converted to cash at the employee's appropriate rate of compensation and will be paid to the employee in his/her next pay check.

ARTICLE 10

VACATIONS

10.1 VACATIONS ALLOWANCE AND ELIGIBILITY

10.1.1 Employees hired prior to June 1, 1990 shall be entitled to twelve (12) consecutive work days of vacation following completion of the years of service listed, plus the following:

<u>CONTINUOUS SERVICE</u>	<u>VACATION DAYS</u>
1 YEAR BUT LESS THAN 2 YEARS	0 WORK DAYS
2 YEARS BUT LESS THAN 5 YEARS	1 WORK DAY
5 YEARS BUT LESS THAN 10 YEARS	7 WORK DAYS
10 YEARS AND OVER	12 WORK DAYS

10.1.2 Effective June 1, 1990, the Vacation schedule for officers newly hired shall be:

<u>CONTINUOUS SERVICE</u>	<u>VACATION DAYS</u>
1 YEAR BUT LESS THAN 3 YEARS	12 DAYS
3 YEARS BUT LESS THAN 5 YEARS	13 DAYS
5 YEARS BUT LESS THAN 7 YEARS	16 DAYS
7 YEARS BUT LESS THAN 10 YEARS	19 DAYS
10 YEARS BUT LESS THAN 13 YEARS	22 DAYS
13 YEARS AND OVER	24 DAYS

10.1.3 Effective January 1, 1998, the Vacation schedule for Officers newly hired shall be:

<u>CONTINUOUS SERVICE</u>	<u>VACATION DAYS</u>
1 YEAR BUT LESS THAN 3 YEARS	11 DAYS

3 YEARS BUT LESS THAN 5 YEARS	12	DAYS
5 YEARS BUT LESS THAN 7 YEARS	15	DAYS
7 YEARS BUT LESS THAN 10 YEARS	18	DAYS
10 YEARS BUT LESS THAN 13 YEARS	21	DAYS
13 YEARS AND OVER	23	DAYS

As used in this Section 10.1. a “work day” means a day in which an employee would otherwise be scheduled to report for duty.

10.1.4 Vacation credits may not be accumulated from one year to another and must be scheduled.

10.2. CHOICE OF VACATION PERIODS

10.2.1 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 10.1.1 above, except that if circumstances make it necessary for the employer to limit the number of employees on vacation at the same time, 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’s scheduling. Vacation credits in excess of 12 consecutive work days may be taken one day at a time provided reasonable notice is given to the Chief of Police.

10.2.2 Requests for vacation leave between one and two consecutive weeks which are made during the months of December and June for the following six (6) month period will be granted and guaranteed at the end of those months based on seniority, provided they are consistent with the Department’s scheduling needs. Subsequent requests for vacation, personal day and in lieu of holiday use will not displace guaranteed vacations, regardless of seniority, and will be granted to the Officers making requests for such leave after December 31 or June 30, in accordance with the following, provided it is consistent with the Department’s scheduling needs.

(A) Requests for vacation leave in excess of one-week which are made in months other than December and June and are made more than three calendar months in advance will be considered on a first come, first-served basis, and once granted will be guaranteed and not subject to displacement by subsequent requests for vacation, personal day and in lieu of holiday use. The Chief of Police shall respond to such requests within seven days.

(B) Requests for vacation, personal day and in lieu of holiday use of less than one week may first be made during the calendar month which is two months before the calendar month for which the usage is sought (e.g. in March for May vacation days). Requests made no later than the twenty-fifth day of such month will be granted and guaranteed at the end of the month based on seniority, provided they are consistent with the Department's scheduling needs. The granting or denial of such requests shall be documented by the posting of the schedule in accordance with subparagraph 7.2.7. Requests for vacation, personal day and in lieu of holiday use made during this twenty-five day period will not displace previously guaranteed vacations, regardless of seniority.

(C) Employees may also request vacation, personal and in lieu of holiday usage during the first seven days of the calendar month before the calendar month in which the usage is sought (e.g April for May usage). Requests for vacation, personal day and in lieu of holiday use made during this seven day period will not displace previously guaranteed vacations, personal days or in lieu of holidays, regardless of seniority. The Chief of Police will grant and guarantee such requests based on the seniority of the officers making such requests during the seven-day period, provided they are consistent with the Department's scheduling needs. The granting or denial of such requests shall be documented by the posting of a revised schedule by the 10th day of the calendar month preceding the month in which the schedule will be in effect.

(D) Requests for vacation, personal day and in lieu of holiday use made after this seven day period for use in the following or current month will not displace previously guaranteed vacations, personal days or in lieu of holidays, regardless of seniority. Such requests will be considered on a first come, first-served basis, and once granted will be guaranteed and not subject to displacement by subsequent requests for vacation, personal day and in lieu of holiday use. The Chief of Police shall respond to such requests within seven days.

(E) In the event leave requests, changes in need or other reasons require modification of the posted schedule after the 10th day of the calendar month preceding the calendar month in which the schedule will be in effect the Chief of Police shall post another schedule.

(F) In all circumstances, approval of vacation, personal and in lieu of holiday requests will be at the discretion of the Chief of Police and the accommodation of same by the schedule.



### 10.3 COMPUTATION OF TIME AND PAY

10.3.1 If a recognized and observed holiday occurs during an employee's vacation period, the holiday will not be charged against the employee's vacation credits, and the vacation period shall be extended one (1) additional day for each such holiday.

10.3.2 All paid leave, including sick leave and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credit entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes.

10.3.3 Vacation pay shall be calculated at the employee's regular pay in effect for the position the employee holds at the time he takes vacation.

### 10.4 TRANSFER RIGHTS AND SEPARATION

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

10.4.2 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.

### 10.5 WORK DURING VACATION PERIOD

Any employee who, because of an emergency situation, is required to work during his scheduled vacation period, previously selected, shall be paid at the rate of one and one-half (1-1/2) his regular rate of pay for any part of his scheduled vacation period that he would have taken in no less than one (1) day segments.

## ARTICLE 11

### PAID LEAVE OF ABSENCE

#### 11.1 BEREAVEMENT LEAVE OF ABSENCE

Any employee who has a death of a parent, a member of his immediate family (spouse, children, stepchildren, foster children, sisters and brothers, grandparents, grandchildren,

parents-in-law, and sons and daughters-in-law), or anyone in his immediate household shall be granted four (4) consecutive calendar days of bereavement leave of absence with no loss of time or pay, and which shall not be deducted from any other paid leave benefit.

#### 11.2 CIVIL SERVICE EXAMINATIONS

Employees shall be permitted the necessary time off, without loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional Civil Service examination held by the Livingston County Department of Personnel of the State of New York or any adjoining county, provided the examination relates to a position with the Village of Geneseo. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.

#### 11.3 MILITARY SERVICE LEAVE AND A DRILL

Any employee who is required by any branch of the Armed Forces of the United States of which he is a reserve member, the National Guard, or the State Militia, to render military services, including daily drills, shall be granted military leave of absence at full pay for all such periods, not to exceed thirty (30) calendar days a year, pursuant to Sections 242 and 243 of the Military Laws of the State of New York. Where such employees are involved in schooling programs or other programs that require time off in addition to that provided by statute, such time off will be granted upon request of the employee, but without pay, or upon proper authorization in writing from the employee, such time off will be deducted from an employee's vacation credits, or any other paid leave credits the employee may have accumulated other than sick leave, solely at the option of the employee.

11.4 Employees taking courses related to Police Science at the State University College at Geneseo shall be allowed to attend those classes while on regularly scheduled duty provided that: (1) notice be given the Chief of Police prior to finalization of the Duty Roster; (2) should a complaint or incident arise that may require the presence of that officer, he/she shall leave class and attend to that complaint or incident; and (3) officer shall satisfy Village requirement of reports, patrols, etc.

ARTICLE 12  
SICK LEAVE

12.1 ALLOWANCE AND ELIGIBILITY

12.1.1 Employees contracting or incurring any non-service connected sickness or disability, including pregnancy and maternity care, who are quarantined by health authorities, or who must make medical or dental visits during their regular working hours, shall be entitled to receive sick leave at full pay for such absence, up to the extent of their sick leave bank. In addition, sick leave, not to exceed five (5) work days at any one time during a calendar year, may be used also in the event of illness in the immediate family of such employees (spouse, parents, children) where their presence is necessary to make household adjustments and arrangements for medical services.

12.1.2 Each employee covered by this Agreement shall receive one and one-half (1-1/2) days per month accumulable sick leave to be credited to a bank not to exceed one hundred eighty (180) work days of sick leave, to be applied for use in the case of any occurrence of sickness or disability as set forth in 12.1.1 above. When an employee's credited sick leave is below one hundred eighty (180) days, he will be credited for one and one-half (1-1/2) days of sick leave during each month that his sick leave is below one hundred eighty (180) days until his credits reach the maximum, provided that such employee is actively at work for at least fifty percent (50%) of his scheduled work shifts, exclusive of vacations and other paid leave benefits provided by this Agreement.

Employees who have accumulated the maximum of 180 sick leave days shall be paid one half (1/2) of earned sick days beyond the maximum of 180 days up to a maximum of 4 days' compensation annually. Such pay shall be given to employees each year in the first payroll period in the month of December.

12.1.3 New employees will be credited with one and one-half (1-1/2) days of sick leave per month during their probationary period. Upon permanent appointment they will be credited with the balance of one year's sick leave credits to establish a bank of eighteen (18) days, exclusive of any credits used; however, on the anniversary date of their employment sick leave credits shall be cumulative thereafter, at the rate set forth in 12.1.1 above.

12.1.4 It is understood and agreed that an employee will not be required to produce any physician's certification of illness as a condition of payment of sick leave, except if such employee is absent

from work as the result of such illness for a period of three (3) days or more. In such cases, the Chief of Police may require, within three (3) work days of the employee's return to work, a statement from the employee's physician indicating the nature of the illness and the employee's fitness to return to work. In the event of evidence of a pattern of sick leave use which may indicate an abuse of sick leave, the Chief of Police may request an employee produce a physician's certification of illness as a condition of payment of sick leave for an absence or absences of less than three days. A pattern of sick leave use shall be defined as four or more days of sick leave use during a six-month period which would extend an officer's regularly scheduled days off, vacation time or other authorized leave; or five or more circumstances of one-day and/or two-day sick leave use during a six-month period.

12.1.5 The employer may require an employee to submit to a physical and/or mental examination. The employer may designate any medically certified physician or psychiatrist to conduct such exam or exams and shall be responsible for any and all expenses resulting from such exam or exams including any travel expenses incurred by employee.

All time, including travel time spent in such exams outside of scheduled work hours shall be paid at the regular hourly rate or receive equal compensatory time in lieu.

If the employer contemplates any changes of working conditions for the employee as a result of such exam, such change shall not become effective until the employee has been notified in writing of any contemplated change and given the reasons for such a change. If the employee desires an examination by his own physician, he must notify the employer in writing of such intent within one week of receipt of the Employer's letter. It is understood that the expense of his own physician is the responsibility of the employee. If there is a conflict in the conclusions of the two physicians, the two physicians shall designate a recognized specialist in the field of the conflict, whose opinion shall be final. The expense of the specialist shall be equally shared by the Employer and employee.

Nothing in this agreement shall diminish any legal rights of the employee, nor shall it apply in cases under the jurisdiction of workman's compensation.

12.1.6 It is understood and agreed that under no circumstances will the deduction of sick leave credits be applied to absences of employees brought about as the result of illnesses or injuries sustained by the employees while performing as police officers, on or off duty, and that all such

absences will be fully paid for in accordance with the in-service disability benefit provisions of the Agreement.

12.2 SICK LEAVE INCENTIVE

Unit members shall receive a \$400 bonus for no sick leave utilization during a calendar year and a \$150 bonus for two days or less of sick leave during a calendar year. Payments are not added to base salary and will be made in the last paycheck of January in each year.

ARTICLE 13

IN-SERVICE CONNECTED DISABILITY AND DEATH

13.1 SERVICE CONNECTED ILLNESS AND DISABILITY

It is understood and agreed that all police officers included in this Agreement shall be covered under the provisions of Section 207(c) of the General Municipal Laws of New York State which provides for the receipt of full pay by police officer and payment of all hospitalization and medical expenses incurred by the police officer as a result of injury or illness sustained in the line of duty, such to be attached and marked as Appendix "A".

13.2 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 Workmen's Compensation Laws of the State of New York and to which the Employer shall subscribe.

ARTICLE 14

UNPAID LEAVES OF ABSENCE

14.1 EXTENDED SICK LEAVE WITHOUT PAY

14.1.1 If an employee is ill for a prolonged period of time and because of such long period of absence he had 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 employee'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 be granted up to one (1) year.

14.1.2 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 pensions coverage and the health and insurance coverage during such extended leave.

14.2 EMPLOYMENT OPPORTUNITY LEAVE

Employees shall be granted unpaid leaves of absence up to six (6) months, during such periods in which they are serving the Village of Geneseo on other jobs on a temporary or provisional basis, or where such employees are required to serve a probationary period in order to qualify for permanent appointment to another position with the Village of Geneseo.

ARTICLE 15

SALARY AND WAGE SCHEDULE

15.1.1 SALARY AND WAGE SCHEDULE

Employees shall be compensated only in accordance with the salary and wage schedule established in the Agreement as was reached and mutually agreed upon in collective bargaining negotiations effective as of the 1st day of June, 2006, and which is attached to this Agreement and marked as Appendix "B". This schedule represents a three percent (3.0%) increase effective June 1, 2006, an additional three percent (3.0%) increase effective June 1, 2007, an additional three percent (3.0%) increase effective June 1, 2008, and a final additional three percent (3.0%) increase effective June 1, 2009. It is understood that all new hires will be paid the minimum rate of pay for the job classification to which they were hired. All employees hired in the months of June through December of a year shall move one step on the June 1 following their hiring dates. All employees hired in the months of January through May of a year shall not move a salary step on June 1 following their hiring date.

15.1.2 LONGEVITY PAYMENTS

An annual longevity bonus shall be paid to unit members with more than eighteen (18) years of Village service as a bargaining unit member in the annual amount of \$500, which shall be added to base salary. This eighteen (18) year longevity bonus shall be a total of \$750.

15.2 PROMOTIONS

When an employce is promoted to a position having a higher rate of pay, and 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 increased to the minimum rate for the higher paying classification. Future pay increments shall continue to be made on the anniversary date of this Agreement and each year thereafter until the maximum step of that pay range is reached.

### 15.3 DEMOTION

An employee who accepts an involuntary demotion other than for disciplinary reasons, from a position in one classification to another position in a lower paying 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 increases in pay until such time as his pay rate coincides with the proper rate of pay for that job. Once an employee has reached equity with the rate of pay that is appropriate to his job, such employee will then be eligible to receive any increase in pay 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 any increment which would have been due.

### 15.4 PAY DAYS

Employees will be paid on the same day every other week (26 pay periods a year). Should a holiday fall on such a day, then the preceding day shall be the pay day. Employees who work shifts that end prior to the beginning of the regular business day of the Village shall be paid to their leaving the premises upon the completion of their regular tour of duty.

## ARTICLE 16

### SPECIAL EMOLUMENTS

#### 16.1 TRAVEL ALLOWANCES

16.1.1 All employees who are required to travel to other distant areas in the performance of their official duties such as service of warrants, prisoner transfers and investigations other than for educational purposes not required by the department, shall be reimbursed for all reasonable hotel lodgings, meals and other incidental expenses incurred that are related to such trip. Receipts of all expenditures are to be submitted to the Village Clerk Treasurer who must submit said bills to the Village Board for necessary approval.

16.1.2 Any employee who is required by the Chief of Police to use his own personal automobile on any official business will be reimbursed for such use at the Internal Revenue Service mileage reimbursement rate.

16.2 UNIFORMS AND EQUIPMENT

16.2.1 The Village shall provide one complete uniform for each new 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 home. A complete uniform shall include:

- |                           |  |
|---------------------------|--|
| 1 all season jacket       | 1 L.S. turtleneck shirt  |
| 1 winter coat             | 5 L.S. shirts  |
| 1 all season cap and band | Bullet proof vest, to be replaced in accordance with manufacturer's recommendation |
| 1 cap badge               | 5 S.S. shirts  |
| 2 collar cutouts          | Appropriate leather gear   |
| sufficient patches        | 1 pair rubber boots  |
| 1 necktie and clasp       | 1 rain coat  |
| W. trousers               | 1 garrison belt  |
| S. trousers               |  |
| 1 pair shoes              |  |

16.2.2 The Village shall clean, alter, repair and replace uniforms under normal wear and tear conditions for all full time police officers at no cost to the employees.

16.2.3 Uniform purchased for members with public funds remain the property of the Village. Each element of the uniform for which a replacement has been provided must be returned to the Village, or reasonably accounted for. Upon termination of employment, the member must return the complete uniform to the Village.

16.2.4 The Village shall provide ammunition for all required firing, plus one (100) rounds of practice ammunition per year per man.

16.2.5 The Village will assume the cost of purchasing a service weapon for each Officer and maintaining any and all weapons and equipment used by or assigned to employees. The employee will assume the responsibility of proper care of such weapons and equipment.

16.2.6 The Village shall purchase business cards for each Officer.



16.3 The Village shall reimburse employees covered by this agreement for actual tuition costs of one job-related course per semester completed at an accredited college. The maximum tuition to be reimbursed shall be the tuition established by the State University of New York. It is understood and agreed that the employee shall receive prior approval for the course for which reimbursement is sought from the Village Board, or its designated representative, that the employee will be reimbursed only after successful completion (i.e. grade of C or above) of the course, and that the course meeting time does not interfere with the employees's work schedule. The employee shall submit evidence of tuition costs and documentation of successful completion of the course to the employer.

## ARTICLE 17

### HOSPITAL AND MEDICAL INSURANCE

#### 17.1 COVERAGE AND ELIGIBILITY

17.1.1 All employees in the bargaining unit shall continue to be eligible for coverage for themselves and all their eligible dependents under the Blue Choice Select health plan.

17.1.2 Employees who provide proof of other health insurance coverage during the January open enrollment period and elect not receive health insurance benefits through the Village shall receive a health insurance buy-out of \$600 if eligible for single coverage, \$900 if eligible for two-person coverage and \$1,000 if eligible for family coverage. Payment will be made in the first paycheck of February following each consecutive 12-months of non-coverage in accordance with this provision.

17.1.3 New employees shall become eligible after they have been employed six (6) calendar months.

17.1.4 Police officers shall contribute to the costs of health insurance coverage provided by the Village, through payroll deductions, at the rate of eighteen dollars (\$18.00) per month for family health coverage, sixteen dollars (\$16.00) per month for two-person health coverage and eight dollars (\$8.00) per month for individual health coverage. It is understood and agreed, however, that future increases to the premiums of the current health insurance coverage are to be borne by the Employer.

17.1.5 A summary of coverage shall be made available to each employee in handbook form, as provided by the insurance carrier.

#### 17.1.6 DENTAL INSURANCE

If dental insurance is made available by the Village to other Village employees, this group is to be included.

#### 17.2 TERMINATION OF COVERAGE

All health insurance coverage provided by the Employer will terminate upon the absence of an employee from the active payroll for thirty (30) days. In any case of illness or disability not incurred as an in-service disability, coverage will be continued for up to a maximum period of one (1) year after the exhaustion of all paid leave benefits, provided the employee has been granted an extended sick leave and pays his own premium.

#### 17.3 MEDICAL BENEFITS AFTER RETIREMENT

17.3.1 Full-time employees of the Police Department who retire after completing 20 or more years of service and who are eligible to receive retirement benefits under a New York State and Local Retirement Systems' plan shall be eligible for health insurance coverage, both individual and family coverage, at the Village group rate provided the employer pays the full cost of coverage. Payment shall be made directly to the Village Treasurer in advance of the premiums coming due.

17.3.2 This provision applies only to retiring employees and existing family members for employees on the payroll on or after June 1, 2001. Upon the death of a retired employee with family health insurance coverage his/her surviving spouse would be entitled to continue coverage if the surviving spouse pays the full cost of the health insurance premiums.

### ARTICLE 18

#### RETIREMENT

#### 18.1 PENSION PLAN

All police officers in the bargaining unit and all new police officers after the successful completion of their probationary service, shall be eligible for coverage under the provisions of the Policeman's and Fireman's Retirement System of New York State (384-d) which provides for retirement at one-half (1/2) pay after twenty (20) years of service, the full cost of which shall be borne by the Employer.

ARTICLE 19

LIFE INSURANCE AND DEATH BENEFIT

19.1 COVERAGE

Each employee covered by this Agreement shall be provided with coverage under 360(a) of the New York State Retirement Plan which provides for the payment of three (3) times an employee's annual income to a maximum of twenty thousand dollars (\$20,000) to be made to an employee's beneficiary or estate upon such employee's death.

ARTICLE 20

INDEMNIFICATION

20.1 FALSE ARREST CLAIMS

An employee shall be covered by the appropriate liability insurance to provide for the legal defense against any civil or criminal complaint which is filed or suit which is initiated for alleged false arrest or abuse of power. Such insurance to be provided by the Village at no cost to the employee.

20.2 JUDGMENTS

An employee shall be saved harmless and indemnified from financial loss of alleged negligence or other act by such employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his duties, whether on or off duty, and within the general scope of his employment, and that such damages did not result from the wrongful acts or gross negligence of such employee. Such employee must, however, within five (5) calendar days from the date he is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the Chief. It is understood that upon receipt of such documents by the Employer, all matters pertaining to the representation of such employee shall be assumed by the Village.

ARTICLE 21  
MISCELLANEOUS

21.1 NON-DISCRIMINATION

The Employer understands that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

21.2 PERSONAL DAMAGES

The Employer agrees to replace any article of personal apparel of an employee that is damaged or destroyed, including clothing, eye glasses, and dentures, which happened as a result of an accident directly related to such employee carrying out the duties of his job.

21.3 POLYGRAPH TESTS

It is understood and agreed that no employee will be required by the Employer to take a polygraph test.

21.4 TERMINATION OF EMPLOYMENT

Upon termination of employment an employee shall receive compensation in cash for all unused holiday and earned vacation days at the appropriate rates of pay at the time earned, and any unpaid overtime at the rate of time and one-half (1-1/2) regular pay.

21.5 PART-TIME EMPLOYEES

It is understood and agreed that part-time employees of the Geneseo Police Department who are employed on the average of less than twenty (20) hours a week, shall not be eligible to receive any benefits of this Agreement.

21.6 DRUG AND ALCOHOL TESTING

Section 1 - Substances. Employees may be tested for: alcohol, cocaine, marijuana, opiates, amphetamines, phencyclidine and steroids.

Section 2 - Types of Testing. Employees are subject to the following types of testing:

Random Testing. The employer may periodically conduct testing which will involve the random selection of employees for drug and/or alcohol tests.

Reasonable Suspicion. The employer may send an employee for testing if it has reasonable suspicion that the employee, while on duty, is under the influence of a substance listed in Section 1.

Post Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for testing.

Follow Up. If the employee returns to work after a positive substance test, follow up testing may be performed in accordance with a schedule established by the Substance Abuse Professional.

Section 3 - Testing Procedures. The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing. The employer will instruct the employee to report for testing. The employer will inform the employee of when and where to report for such testing. Employees will not be called in for random testing during non-working hours of the employee. This does not preclude reasonable suspicion or post accident testing of an employee when not on duty.

Employee Submits to Testing. The employee will submit to testing as required by the employer. If the employee is being sent for reasonable suspicion testing, the Village will provide a driver to transport the employee to and from the testing site. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Testing Agent. The testing agent shall be selected by the Village, but shall not be the Village of Geneseo.

Employee Discloses Medications. The employee will disclose his/her medications to the testing agent as directed.

## ARTICLE 22

### JOB SECURITY

It is understood and agreed that under no circumstances will the Employer employ part-time employees for the purposes of filling permanent positions on a permanent basis, or will the Employer contract with any other public agency to provide services presently performed by the bargaining unit

employees that will result in such employees being displaced, laid off, or terminated during the term of this Agreement.

#### ARTICLE 23

#### MANAGEMENT RIGHTS

It is understood and agreed that the management of the Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Municipality. Accordingly, the municipality retains all rights, except as they may be specifically modified in this Agreement, including, but not limited to selection and direction of the working forces; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

#### ARTICLE 24

#### TOTAL AGREEMENT

The foregoing Agreement constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of bargaining unit employees by the Village of Geneseo. The parties acknowledge that they have had the opportunity to present and discuss proposals on any topic which is subject to collective bargaining, whether or not express reference to such matter is made herein. Any prior commitment or agreement between the Village and this Union or individual employee covered by this Agreement is hereby superseded.

#### ARTICLE 25

#### SAVING 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 a 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 specific article, section or portion specified in such decision or which is in such conflict or having such effect shall be of no force and effect, but the remainder of the Agreement shall continue in force and effect. In such event either party shall have the right to reopen negotiations with respect to the article, section or portion of this Agreement involved at the earliest possible date.

ARTICLE 26

STATUTORY PROVISION

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

ARTICLE 27

BAN ON STRIKES

It is mutually agreed by the parties that during the terms of this Agreement, there will be no strikes of any kind sanctioned or caused by the Union or lockouts of any kind instituted by the Employer.

ARTICLE 28

TERMINATION AND MODIFICATION

This shall be a four (4) year agreement effective as of the first (1st) day of June, 2006 and shall remain in full force and effect until the thirty-first (31st) day of May, 2010. This Agreement shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing at least one hundred and eighty (180) calendar days in advance of the termination date that they desire to modify this Agreement. In the event that either party exercises their right as set forth above, and such notice is given, negotiations will commence at a mutually convenient date, but

no later than thirty (30) calendar days after receipt of such notification by either party, it being understood that all provisions of this Agreement will continue to remain in effect during the period of negotiations.

IN WITNESS THEREOF, the parties hereto set their hands this 17<sup>th</sup> day of July, 2006.

FOR THE VILLAGE OF GENESEO

FOR GENESEO POLICE BENEVOLENT  
ASSOCIATION, COUNCIL 82, AFSCME  
AFL-CIO

Richard B. Hartman  
MAYOR

Gregory A. Carey  
COUNCIL 82

Dan  
VILLAGE NEGOTIATOR

Raymond  
UNIT CHAIRMAN

Dan V. Zupit  
VILLAGE NEGOTIATOR

Dan Carey  
UNIT MEMBER



APPENDIX "A"  
207-C POLICY

**Section 1 – Purpose.**

The purpose of this policy is to set forth the procedures by which the Village of Geneseo Police Department will comply with the requirements of General Municipal Law ("GML") section 207-c. This section provides certain law enforcement personnel with compensation when they suffer from disabling injuries or illnesses which resulted from the employee's line of duty work. Nothing herein shall be construed as a limitation of the rights granted by this statute to the Village of Geneseo.

**Section 2 – Policy.**

The Village Police Department will comply fully with the requirements of GML section 207-c.

**Section 3 – Procedure.**

The exclusive procedure for handling GML section 207-c claims is as follows:

1. **Designation of Administrator.** The Mayor shall designate an administrator who shall have the exclusive authority to make determinations on behalf of the Village of Geneseo pursuant to GML section 207-c. The administrator may be the Mayor, a Village Board member, or an employee of the Village.
2. **Notice of Disability or of Need for Medical Treatment.** A law enforcement officer who alleges to be injured in the performance of duty or who alleges to be taken sick as a result of the performance of duty and who seeks any benefits afforded by GML section 207-c shall comply with all applicable rules and regulations of the Department, **and:**
  - a. An employee injured in the line of duty shall:
    - (i.) Immediately report the injury and the incident causing the injury to his/her immediate supervisor;
    - (ii.) Ask the supervisor to respond to the scene of the injury to conduct an investigation;
    - (iii.) Submit a written report concerning all of the details of the injury along with any other pertinent reports of the incident within 48 hours, and
    - (iv.) Submit an application for benefits on a form provided by the Village within fifteen (15) calendar days from the date of injury. Failure to apply

within this time limit shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the injury.

- b. An employee taken sick as a result of the performance of duty shall:
  - (i.) Immediately report the illness to his/her supervisor and inform the supervisor in writing that he/she is requesting 207-c benefits, and
  - (ii.) Submit an application for benefits on a form provided by the Village fifteen (15) calendar days from the date of discovery of illness. Failure to apply within this time limit shall constitute a waiver of the claim and a bar to the receipt of benefits under this policy for the illness.
- c. Notwithstanding the foregoing, should an employee be rendered incapable of meeting the requirements of 2(a)(i), 2(a)(iii) or 3(a)(i) due to mental or physical inability and/or incapacity, the time limits under those sections shall be suspended up to and until the employee becomes capable of complying with the above, provided such report(s) shall be made not later than seven (7) calendar days following the injury or commencement of illness. These time limits may also be suspended or extended upon mutual agreement between the Village and the Union.

Notification to the Village under “a” or “b” above shall fully describe the nature of the injury or sickness which is the basis for the employee's 207-c claim.

3. **Status Pending Determination of Eligibility for Benefits.** In the event a law enforcement officer asserts an inability to perform duties, he/she shall be placed on sick leave or may use other available accrued leave, consistent with the collective bargaining agreement. Upon a determination by the administrator that a law enforcement officer who has been unable to work is eligible for payment of the full amount of regular salary or wages pursuant to the provisions of GML section 207-c, all sick leave or other paid leave which was utilized pursuant to this paragraph shall be restored in full. A law enforcement officer seeking the benefits of this section of law may be examined by a physician selected by the administrator to verify the existence of an injury or sickness.

4. **Benefit Determination.** An application for the benefits of GML section 207-c shall be processed as follows. An individual seeking benefits must demonstrate by substantial evidence his/her entitlement to them. The administrator shall promptly review an application timely made and any other pertinent documents or evidence available and promptly render a determination. If a determination is made that the injury occurred in the performance of duty or that the sickness is a result of the performance of duty, the administrator shall direct payment of the full amount of regular salary or wages and shall insure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with the injury or illness. A written notice of such a determination by the administrator shall be provided to the law enforcement officer. The payment of regular salary or wages and medical expenses may be discontinued as provided by GML section 207-c.

In the event a question arises as to initial eligibility for benefits or their continuation once awarded, the following procedure shall apply. The administrator shall promptly inquire into the applicable facts and may require the claimant to submit to one or more medical examinations as may be reasonably necessary to determine the existence of a disability and its extent. To resolve questions of initial or continued eligibility for benefits, the administrator shall make a decision on the basis of any medical evaluations and information available or otherwise provided by the claimant. A claimant may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such injury or sickness. The administrator shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and on reasonable notice require the attendance of the claimant or any witness to an incident to secure information; may require the applicant to sign a release for information pertaining to his/her medical history, and may undertake any other reasonable act necessary for making a determination pursuant to this procedure. The administrator shall make a determination as to initial or continued eligibility for benefits based upon evidence collected or obtained. A claimant shall be notified in writing of any determination made by the administrator.

5. **Assignment to Light Duty.** The administrator, in consultation with the Police Chief, may assign a disabled individual specified light duties, consistent with his/her physical or

mental condition. The administrator may cause a medical examination of the individual to be made at the expense of the municipality for the purpose of determining whether a light duty assignment is appropriate, and if so, what duties are acceptable. Upon review of the medical assessment of the law enforcement officer's ability to perform a light duty assignment, the administrator may make a light duty assignment.

6. **Review of Eligibility for Benefits.** The administrator may review the continued eligibility of an individual to receive the benefits of this section of law by initiating a due process hearing for consideration and determination of the matter. The burden of proof in such a hearing shall be upon the Village.

7. **Effect of Other Disability Determination.** A determination made by an officer, agency, or court regarding an entitlement to any other statutory disability benefit or regarding the existence of a disability or its extent may be noticed by, but shall not be controlling upon, the Village.

8. **Appeals.** Any final determinations made by the administrator regarding an employee's eligibility or continued eligibility for 207-c benefits or light duty shall be subject to review by the Village Board. Such an appeal must be made in writing on a form provided by the Village within thirty (30) days after notice of denial or discontinuance of benefits, or assignment to light duty. Failure to appeal within this time will bar any further claims or challenges by the employee with respect to such action. Decisions of the Village Board may be appealed as provided by Article 78 of the Civil Practice Law and Rules. A transcript will be made of any appeal hearing.

9. **Termination of Benefits.** Benefits will be terminated if an employee fails or refuses to: authorize release of his/her medical history, participate in light duty, participate or cooperate in medical examinations, or participate or cooperate in prescribed treatment or care. If an employee appeals an assignment to light duty pursuant to the provisions of paragraph 8, above, such shall not constitute grounds for termination of benefits while such an appeal is pending. However, if it is subsequently determined that the light duty assignment was appropriate, the employee shall forfeit accrued leave time equivalent to the time period for which the employee should have been performing light duty.

10. **Exchange of Documents.** At all steps of this procedure the parties will mutually exchange all relevant documents including all relevant medical records. Any medical records that are exchanged will be kept confidential and shall not be redisclosed except as expressly permitted or required by law. Medical records concerning GML section 207-c will be kept separate from any other personnel files or records.

APPENDIX "B" - WAGES

Step	<u>June 1, 2006 (3.0%)</u>	<u>June 1, 2007 (3.0%)</u>	<u>June 1, 2008 (3.0%)</u>	<u>June 1, 2009 (3.0%)</u>
1	\$35,715	\$36,786	\$37,890	\$39,027
2	\$39,052	\$40,224	\$41,431	\$42,674
3	\$40,722	\$41,944	\$43,202	\$44,498
4	\$42,391	\$43,663	\$44,973	\$46,322
5	\$44,059	\$45,381	\$46,742	\$48,144
6	\$45,729	\$47,101	\$48,514	\$49,969
7	\$47,398	\$48,820	\$50,285	\$51,794
Sgt.	\$52,404	\$53,976	\$55,595	\$57,263

APPENDIX "C" - AGREEMENT REGARDING  
SCHOOL RESOURCE OFFICER (SRO) SCHEDULING

1. If the Village fills the SRO position, the Village shall fill that position with the new junior full-time officer, unless otherwise agreed to by the Union and Village. Once an officer is assigned to the School Resource Officer position, such assignment will not be affected by the hiring of new full-time officers. This shall not preclude the assignment of other officers to the SRO position on an as needed basis, provided such other assignments do not constitute regular assignments to the SRO position.
2. Between September 1 and June 30 (the school year) the SRO will work at the Geneseo Central School District (the District) on days school is in session and on such other days as the District's Superintendent (or his/her designee) may require. The hours of such work shall be established by the District's Superintendent.
3. During the school year the SRO will be treated as having used a prorated portion of his/her total vacation, holiday and personal annual leave entitlements under the collective bargaining agreement.
4. Between July 1 and August 31 (the summer) the SRO will be assigned by the Chief of Police for Village duties. Except in extenuating circumstances, the SRO will be assigned to work four (4) consecutive days and then be off work for two (2) consecutive days on a shift consistent with the provisions of Sections 7.2.2 and 7.2.3 of the collective bargaining agreement. The SRO's shift assignment shall not be determined by bidding in accordance with the seniority provisions of Section 7.2.2 of the collective bargaining agreement, and may be changed by the Chief of Police during the course of the summer.
5. The SRO may use vacation, holiday and personal leave during the summer in accordance with the provisions of the collective bargaining agreement, to the extent he/she is entitled to such after the application of numbered paragraph 3 of this Memorandum of Agreement.
6. In the event that there is a question or dispute as to any matter not covered by this Agreement regarding the SRO it shall be referred to the Labor Relations Committee set forth in Section 2.8 of the parties' collective bargaining agreement.





INDEX

ARTICLE 1 ..... 1

ARTICLE 2 - UNION SECURITY ..... 1

    2.1 PLEDGE AGAINST COERCION ..... 1

    2.2 CHECKOFF OF UNION DUES AND OTHER DEDUCTIONS ..... 1

    2.3 ACCESS TO PREMISES ..... 2

    2.4 BULLETIN BOARDS ..... 3

    2.5 UNION ACTIVITIES ON EMPLOYER’S TIME AND PREMISES ..... 3

    2.6 CONTRACT NEGOTIATIONS ..... 3

    2.7 UNION BUSINESS LEAVE ..... 3

    2.8 JOINT LABOR RELATIONS COMMITTEE ..... 3

    2.9 JOINT RULES AND REGULATIONS COMMITTEE ..... 4

ARTICLE 3 - GRIEVANCE AND ARBITRATION ..... 4

    3.1 GENERAL ..... 4

    3.2 MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE ..... 5

    3.3 UNION STEWARDS ..... 5

    3.4 RIGHTS OF THE PARTIES ..... 5

    3.5 GRIEVANCE PROCEDURES STEPS ..... 6

    3.6 ARBITRATION PROCEDURE ..... 6

ARTICLE 4 - DISCIPLINE ..... 7

    4.1 EXERCISE OF RIGHTS ..... 7

    4.2 DISCIPLINARY PROCEDURE AND APPEALS ..... 8

    4.3 LIMITATIONS ..... 9

    4.4 UNION’S RIGHTS ON DISCIPLINARY MATTERS ..... 9

    4.5 PERSONNEL RECORDS ..... 9

ARTICLE 5 - SENIORITY ..... 10

    5.1 DEFINITION OF SENIORITY ..... 10

    5.2 PROBATIONARY EMPLOYEES ..... 10

    5.3 SENIORITY LISTS ..... 11

    5.4 BREAKS IN CONTINUOUS SERVICE ..... 11

ARTICLE 6 - WORK FORCE CHANGES ..... 11

    6.1 PROMOTION AND FILLING OF VACANCIES ..... 11

    6.2 LAY-OFF AND NOTIFICATION ..... 12

    6.3 RECALL RIGHTS ..... 13

    6.4 OUT OF TITLE WORK ..... 13

ARTICLE 7 - WORK, HOURS AND SCHEDULES .....	13
7.1 REGULAR WORK HOURS .....	13
7.2 WORK WEEK AND WORK SHIFTS .....	14
7.3 LUNCH PERIODS .....	16
ARTICLE 8 - OVERTIME, PREMIUM PAY AND STAND-BY .....	16
8.1 OVERTIME DISTRIBUTION .....	16
8.2 OVERTIME PREMIUM PAY .....	17
8.3 STANDBY TIME .....	18
8.4.1 COURT TIME .....	18
8.4.2 CALL BACK TIME .....	18
8.5 PERSONAL LEAVE .....	18
ARTICLE 9 - HOLIDAYS .....	19
9.1 RECOGNIZED AND OBSERVED HOLIDAYS .....	19
9.2 PAYMENT OF ACCUMULATED HOLIDAY PAY .....	20
ARTICLE 10 - VACATIONS .....	20
10.1 VACATIONS ALLOWANCE AND ELIGIBILITY .....	20
10.2 CHOICE OF VACATION PERIODS .....	21
10.3 COMPUTATION OF TIME AND PAY .....	23
10.4 TRANSFER RIGHTS AND SEPARATION .....	23
10.5 WORK DURING VACATION PERIOD .....	23
ARTICLE 11 - PAID LEAVE OF ABSENCE .....	23
11.1 BEREAVEMENT LEAVE OF ABSENCE .....	23
11.2 CIVIL SERVICE EXAMINATIONS .....	24
11.3 MILITARY SERVICE LEAVE AND A DRILL .....	24
ARTICLE 12 - SICK LEAVE .....	25
12.1 ALLOWANCE AND ELIGIBILITY .....	25
12.2 SICK LEAVE INCENTIVE .....	27
ARTICLE 13 - IN-SERVICE CONNECTED DISABILITY AND DEATH .....	27
13.1 SERVICE CONNECTED ILLNESS AND DISABILITY .....	27
13.2 SERVICE CONNECTED DEATH .....	27
ARTICLE 14 - UNPAID LEAVES OF ABSENCE .....	27
14.1 EXTENDED SICK LEAVE WITHOUT PAY .....	27
14.2 EMPLOYMENT OPPORTUNITY LEAVE .....	28
ARTICLE 15 - SALARY AND WAGE SCHEDULE .....	28
15.1.1 SALARY AND WAGE SCHEDULE .....	28

15.1.2	LONGEVITY PAYMENTS	28
15.2	PROMOTIONS	28
15.3	DEMOTION	29
15.4	PAY DAYS	29
ARTICLE 16 - SPECIAL EMOLUMENTS		29
16.1	TRAVEL ALLOWANCES	29
16.2	UNIFORMS AND EQUIPMENT	30
ARTICLE 17 - HOSPITAL AND MEDICAL INSURANCE		31
17.1	COVERAGE AND ELIGIBILITY	31
17.2	TERMINATION OF COVERAGE	32
ARTICLE 18 - RETIREMENT		32
18.1	PENSION PLAN	32
ARTICLE 19 - LIFE INSURANCE AND DEATH BENEFIT		33
19.1	COVERAGE	33
ARTICLE 20 - INDEMNIFICATION		33
20.1	FALSE ARREST CLAIMS	33
20.2	JUDGEMENTS	33
ARTICLE 21 - MISCELLANEOUS		34
21.1	NON-DISCRIMINATION	34
21.2	PERSONAL DAMAGES	34
21.3	POLYGRAPH TESTS	34
21.4	TERMINATION OF EMPLOYMENT	34
21.5	PART-TIME EMPLOYEES	34
21.6	DRUG TESTING	34
ARTICLE 22 - JOB SECURITY		35
ARTICLE 23 - MANAGEMENT RIGHTS		36
ARTICLE 24 - TOTAL AGREEMENT		36
ARTICLE 25 - SAVING CLAUSE		36
ARTICLE 26 - STATUTORY PROVISION		37
ARTICLE 27 - BAN ON STRIKES		37
ARTICLE 28 - TERMINATION AND MODIFICATION		37

APPENDIX "A" - 207-c Policy ..... 39

APPENDIX "B" - Wages ..... 44

APPENDIX "C" - Agreement relating to School Resource Officer Position ..... 45



**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
THE VILLAGE OF GENESEO (The Village)  
AND  
THE GENESEO POLICE BENEVOLENT ASSOCIATION, LOCAL 2841, COUNCIL 82  
AFSCME,AFL-CIO (The Union)  
AND  
SAMUEL WEST (Mr. West)**

**WHEREAS**, Mr. West is employed as a Police Officer by the Village and is part of the bargaining unit represented by the Union;

**WHEREAS**, bargaining unit employees' terms and conditions of employment are subject to collective bargaining agreements between the Village and the Union;

**WHEREAS**, Mr. West has offered the Village the services of his canine, which has been trained for police work;

**WHEREAS**, the Village, Union, and Mr. West acknowledge that Mr. West is responsible for the care of the canine at his home and during other times which are not part of his regular working hours as a Police Officer, and the time spent in such care is considered working time for the purposes of the Fair Labor Standards Act;

**WHEREAS**, the Village insurance carrier has indicated Mr. West and the canine are covered by the Village's police liability policy when Mr. West and the canine are on official Village business;

**WHEREAS**, the Village, the Union and Mr. West now wish to resolve in an amicable manner all issues and potential disputes relating to Mr. West's compensation for care of the canine at his home and during times which are not part of his regular working hours;

**NOW, THEREFORE**, the Village, the Union and Mr. West voluntarily agree to the following after consulting with advisers and/or legal counsel of their choice:

1. The Village, the Union and Mr. West agree that while the canine is in Mr. West's care, caring for the canine at home and outside of regular working hours will average one hour per day on days Mr. West is working as a Police Officer and one and one-half hours on those days Mr. West does not perform regular duties as a Police Officer (e.g. on days off).

2. The Union and Mr. West agree that if the average hours of Mr. West's caring for the canine at home and outside of regular working hours, as set forth in numbered paragraph 1 of this Agreement, change significantly, or if the canine is no longer being used for Village purposes, they will immediately notify the Village's Chief of Police of such in writing.

3. The Village, the Union and Mr. West agree that Mr. West will be compensated at the rate of \$6.00 per hour (regular rate) and \$9.00 per hour (overtime rate) for care of the canine at his home and during times which are not part of his regular working hours, in accordance with numbered paragraph 1 of this Agreement, provided the canine is being used for Police service.

4. Mr. West is responsible for the health, safety, supervision, care, feeding, cleaning, grooming and training of the canine. The Village agrees to reimburse Mr. West for Veterinary and medical expenses that exceed \$1,000 in any fiscal year. Should the canine incur a work related injury all medical and veterinary expenses will be borne by the Village. Mr. West agrees to provide copies of all medical and veterinary expenses to the Village each fiscal year or as needed by the Village.

5. In order to insure the safety and well being of Mr. West's canine, the Village agrees that Mr. West will have access to a patrol vehicle properly equipped for a police working canine use while he is on duty and working with the canine. Travel time to and from work will be considered to be official Village business for the canine, but not for Mr. West.

6. The Village agrees that mandated re-certification of Mr. West and his Police working canine will be conducted during Mr. West's working hours provided such training does not necessitate the use of overtime or coverage with part time officers.

7. This agreement shall be binding on the Village, the Union and Mr. West during the time the canine is used by Mr. West for Village related business, unless modified by written agreement signed by all parties. Upon 30 days written notice either party can terminate this agreement and discontinue the program.

8. Mr. West acknowledges that he has been given a full opportunity to consider the provisions of this Memorandum of Agreement, including having received advise and representation from the Union and he enters into this Memorandum of Agreement voluntarily and without coercion or duress.

9. This Agreement shall not be effective until approved by the Village's Board.

Dated: 10/4/04

VILLAGE OF GENESEO

By: R B Hathaway

Dated: 9/29/04

GENESEO POLICE BENEVOLENT ASSOC.

By: [Signature]

Dated: 9/29/04

SAMUEL WEST

By: [Signature]

Dated: 9/28/04

COUNCIL 82, AFSCME, AFL-CIO

By: [Signature]

8/23/04