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S-6/14/04

POL
7661

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE LIVERPOOL POLICE BENEVOLENT ASSOCIATION, INC.
AND THE
VILLAGE OF LIVERPOOL
June 1, 2003-May 31, 2006

RECEIVED

APR 22 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

11 employees

**Article 1
RECOGNITION**

1.00. The Village of Liverpool recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rate of pay, wages and other conditions of employment for all full-time Police Officers and part-time Police Officers who had worked more than one day per calendar month during the preceding year. Explicitly excluded are the Chief of Police and all others.

**Article 2
MANAGEMENT RIGHTS**

2.00. The Village of Liverpool retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any such right shall not be subject to the Grievance Procedure.

**Article 3
SENIORITY, TENURE and LONGEVITY**

3.01. For the purpose of this Agreement, the Village agrees to establish three (3) seniority lists as follows:

1. Supervisory Police Officers (excluding Chief)
2. Full-time Police Officers
3. Part-time Police Officers

3.02. Between full-time Police Officers holding the same position in each of the supervisory and officer ranks, the right to choose the time of the year during which the respective officer is to have vacation and holiday compensatory time off shall go to the officers in the order of their seniority, the officer who has completed the most years of service in each rank of the Police Department shall have the first choice. It is understood and agreed that no more than one

**CONTRACT BETWEEN
THE VILLAGE OF LIVERPOOL
AND THE
LIVERPOOL POLICE BENEVOLENT ASSOCIATION, INC.**

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(1) Officer will be on vacation during any one period.

3.03. The time of the year for each vacation shall be subject to the approval of either the Chief of Police or the Commanding Officer, who must schedule such vacation periods in such a manner as to have sufficient Police Personnel working during the normal times of the year, provided such discretion shall not be exercised in such a fashion as to deprive any Officer of vacation rights during the year.

3.04. Sergeants and above are considered to be in the supervisory rank.

3.05. It is understood and agreed that part-time Officers will share equally, in so far as possible, in the available work.

3.06. Full time officers who have accumulated years of service with the Liverpool Police Department shall receive annual separate longevity checks, paid during the first month of each new contract year, according to the following schedule:

Years 6 through 9	\$750.00
Years 10 through 15	\$1,000.00
Years 16 and above	\$1,250.00

This longevity bonus is not to be considered as salary nor cumulative in effect.

Article 4
RULES AND REGULATIONS OF THE POLICE DEPARTMENT

4.01. It is understood and agreed by the parties that all matters not herein amended, modified, or otherwise limited shall be governed by the Rules and Regulations of the Liverpool Police Department. All members of the unit shall be provided with an updated copy of the Rules and Regulations together with any future amendments which may be issued prior to the effective

date of such amendments.

4.02. All amendments to existing Rules and Regulations of the Police Department are to be the responsibility of the Department of Chief, and are subject to the approval and acceptance of the Village Board.

**Article 5
HOLIDAYS**

5.01. Each full-time Police Officer hired prior to May 31, 1998 shall receive either compensatory time off (at time plus one-half) or overtime pay (at time plus one-half) for each of the following holidays:

- | | |
|---------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Abraham Lincoln's Birthday | 10. Election Day |
| 4. George Washington's Birthday | 11. Veterans' Day |
| 5. Easter | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

5.02. Such pay or compensatory time shall be considered earned upon the date of the holiday even if the actual holiday happens to fall on one of the officers two days off during a seven day work week. The choice of pay or compensatory time will be at the option of the officer providing the officers total accumulation of compensatory time does not exceed the 64 hour maximum as set forth in Article 7 of this agreement. The officer will receive overtime pay for any time earned in excess of the 64 hour accumulation.

5.03 Any paid holiday falling within thirty (30) calendar days prior to the expiration day of a Contract year may be carried over into the next Contract year, but must be taken within sixty (60) days of the start of said Contract year unless the Officer was unable to take such time off due

to the fault of the Department.

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5.04. Each full-time Police Officer hired after May 31, 1998 shall receive holiday pay as noted below for the following holidays after such Officer has completed one year of service:

5.05.

- | | |
|---------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Abraham Lincoln's Birthday | 10. Election Day |
| 4. George Washington's Birthday | 11. Veterans' Day |
| 5. Easter | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

5.05. Pay at the Officer's regular rate of pay for each of the thirteen (13) holidays shall be granted to each full time Police Officer hired after May 31, 1998, even if the actual holiday happens to fall on one (1) of his two days off in a seven (7) day work week. Such payment shall be made in a separate, lump sum paycheck during the first pay period of November of each year.

5.06. New full-time Police Officers in their first year of employment shall receive a pro rata allowance for holidays based upon their hire dates.

5.07. No holiday shall be taken in anticipation of or prior to the date of the specific Holiday itself.

Article 6 VACATIONS

6.01. Each full-time Police Officer after having served six (6) months in the Police Department shall be allowed an annual vacation of eight (8) working days without diminution of

salary or compensation. During an emergency, an annual vacation provided herein may be withheld, and the length of a day's work, and the nature of the duty, whether patrol reserve or emergency duty shall be determined by the Chief of Police or the Officer responsible. An Officer should receive upon cessation of such an emergency a vacation or a portion of a vacation withheld within six (6) months from such cessation, with pay commensurate with the number of days such vacation was withheld.

6.02. Each full-time Police Officer after having served two (2) years and less than six (6) years in the Police Department shall be allowed thirteen (13) working days of vacation subject to the same provisions respecting an emergency as outlined in section 6.01.

6.03. Each full-time Police Officer after having served six (6) years and less than fifteen (15) years in the Police Department shall be allowed nineteen (19) working days of vacation subject to the same provisions respecting an emergency as outlined in section 6.01.

6.04. Each full-time Police Officer after having served fifteen (15) years in the Police Department shall be allowed twenty-four (24) working days of annual vacation subject to the same provisions as respecting an emergency as outlined in Section 6.01.

6.05. For the purpose of this Agreement, the vacation year extends from June 1st through May 31st. Police Officers may not take more than two (2) weeks of vacation entitlement during the months of July and August. The scheduling of vacations shall be based on seniority.

6.06. An Officer must utilize his or her vacation leave during the year in which it is earned and may not carry over unused vacation leave from year to year, unless he has received the prior written approval of the Village Board of Trustees upon recommendation of the Chief. The foregoing shall not apply in the event that an

Officer is unable to utilize previously scheduled vacation leave due to unforeseen changes in staffing requirements of the Department. In such case, the Officer shall not forfeit his vacation leave and may take such leave during the next six (6) months.

Article 7
OVERTIME PAY - COMPENSATORY TIME OFF

7.01. Full-time Police Officers will be paid for overtime approved by the Chief of Police or the Shift Duty Officer at the rate of 150% of the straight time hourly rate for all hours in excess of forty (40) hours in a work week. The work week shall commence at 0000 hours on Sunday and terminate at 2400 hours on Saturday. It is understood and agreed that such Officers may choose either pay (at the overtime rate) or compensatory time off (at the overtime rate) at their option providing their total accumulation of compensatory time does not exceed 64 hours. Once an officer has accumulated 64 hours of compensatory time off, any additional overtime earned must be paid at the overtime rate. It is also agreed that paid time off (personal leave, sick leave, and bereavement leave) will be considered as time worked in computation of the forty (40) hour week for overtime purposes.

7.02. The regular straight time hourly rate for a full-time Police Officer is computed by dividing the current annual salary by 2080 hours.

7.03. Overtime opportunities among full-time Police Officers will be equalized as nearly as practicable. A full-time Police Officer who refuses an overtime assignment without a satisfactory reason to the Village will be charged for purposes of equalization, as if he had worked

such overtime. A record of all overtime worked will be kept by the Village, and applies only to overtime assignments not requiring specialized training.

7.04. No Police Officer may work more than twenty (20) hours of overtime in any one (1) week outside the Department in Police work. It is agreed and understood that an emergency declared by the Mayor allows an exception to this provision.

7.05. Any Police Officer requested to perform additional duty such as detective and/or youth work, etc. on an overtime basis may agree with the Village upon a flat rate compensation in lieu of the actual hours of overtime hours worked.

7.06. Any part-time Police Officer ordered to work overtime will be paid for such overtime a minimum of three (3) hours at applicable overtime rate.

7.07. Any full- or part-time Police Officer having to spend off duty time in Court or waiting to appear under subpoena shall be paid a minimum of three (3) hours of time at applicable overtime rate.

Article 8 SICK LEAVE

8.01. Each full-time Police Officer shall continue to be credited with ten (10) days of paid sick leave per year of service up to a maximum of one hundred fifty (150) days to be applied toward illness or injury which is not work related.

8.02. When a full-Time Police Officer's credited sick leave fall below thirty (30) days, he will be credited with one (1) day of sick leave during each month that his sick leave is below thirty days and during which time he is actively at work for at least fifty percent (50%) of his scheduled shifts, exclusive of vacation and paid absences.

8.03. When continuous sick leave is ten (10) working days or more, the Village may require, as a condition of payment, a statement from the Police Officer's physician certifying the nature of the illness and the estimated period of continued disability. When continuous sick leave exceeds thirty (30) calendar days, the Village may require a physical examination by a physician selected by and paid for by the Village.

8.04. When a full-time Police Officer has used in excess of eight (8) paid sick leave days in a contract year, where the eight (8) days are composed of sick leave taken in one (1) or two (2) day segments, the Village may require a physician's statement for any future payment of sick leave during that contract year.

8.05. By separate agreement commensurate with the execution of this Agreement, the parties have addressed and resolved, to their mutual satisfaction, the payment of accumulated sick leave which would have otherwise been claimed, upon retirement, as an additional stipend for existing full-time officers who were hired prior to July 1, 1998.

Article 9 PERSONAL LEAVE

9.01. Effective June 1, 2000, each full-time Police Officer shall receive seven (7) days personal leave for each contract year (June 1st through May 31st) to be utilized during said contract year. Personal leave requests must be made by the Police Officer to the Chief at least three (3) days in advance. Unused personal leave may not be carried over to the next year unless requested or scheduled personal leave time is denied or rescheduled by the Chief due to staffing requirements.

Article 10
BEREAVEMENT LEAVE

10.01. In the event of the death of one of the following members of a full-time Police Officer's family: parent, sister, brother, spouse, child, foster child, stepchild, foster parent, stepparent, grandparent, the parent of a full-time Police Officer's present spouse or a close relative living in the home of the full-time Police Officer shall be excused from work up to three (3) days with pay as needed at his request.

Article 11
EXTENDED LEAVE OF ABSENCE

11.01. In the event a full-time Police Officer has extenuating circumstances requiring an extended leave from active duty not otherwise provided for in this contract, he may apply to the Village Board for such leave. The Board may grant or refuse such leave with or without pay.

Article 12
HOSPITAL, MEDICAL, SURGICAL AND DENTAL INSURANCE

12.01 The Village agrees to continue to cover all full-time Police Officers and their dependents under BLUE CROSS/BLUE SHIELD OF CENTRAL NEW YORK, COMMUNITY PLAN and BLUE CROSS/BLUE SHIELD OF CENTRAL NEW YORK, PRIME BLUE DENTAL PROGRAM, Class 1,2,3,4. It is agreed that the Village may, during the life of this Agreement, substitute another policy if it so desires. Such new policy, if substituted, will provide benefits to the Officers, equal or better than the benefits provided by the present policy.

12.02. The Village agrees to pay ninety percent (90%) of the applicable individual or dependent rate premium for the health care insurance and dental insurance. The Police Officer

shall contribute the remaining ten percent (10%) of such cost up to a maximum of Seventy Dollars (\$70.00) per month for dependent coverage.

12.03. If, as a result of recommendations made by a committee of Village employees which shall consist of representatives of the PBA, Department of Public Works and non-represented employees, the Village undertakes to substitute another form or plan of health insurance (providing for hospital, medical, surgical and dental insurance), such substantially equal or better plan or coverages may be substituted by the Village for that which is provided under Section 12.01. It is understood and agreed that in order to substitute such plan or coverage, all employees of the Village shall be covered by said plan and further, that the Village contribution for such plan or coverages shall be no less than Three Hundred Fifty Dollars (\$350.00) per month for family coverage. In such case, covered employees (including full-time police officers covered by this contract) shall contribute up to fifteen (15%) percent of the applicable individual or dependent rate premium for such health and dental insurance or plan. Said contribution shall be on the same basis as applied for all other employees of the Village covered by such plan. This provision shall not be effective unless all employees are covered by the substituted plan or coverages.

Article 13
WORKERS' COMPENSATION

13.01. The Village shall carry an insurance policy which provides those benefits to the full-time and part-time Police Officers in the event of an accident on the job or of sickness due to employment as they are prescribed by the Workers' Compensation Law of the State of New York.

Such insurance shall be carried in conjunction with, and not in lieu of, any other statutory rights to which the Officer may be entitled.

Article 14
RETIREMENT PLAN

14.01. The Village shall contribute to the New York State Retirement System on behalf of each full-time Police Officer who is a member of the New York State Retirement System, in the amount of one hundred (100%) percent of the required contribution toward the twenty (20) year 384D retirement plan; for all present and any new full-time Police Officer, the maximum amount allowed by the plan.

Article 15
LIFE INSURANCE

15.01. Term life insurance shall be provided for all full-time Police Officers under the New York State Policemen's Retirement System. The Village agrees to pay the full premium for such insurance.

Article 16
EDUCATIONAL BENEFITS

16.01. The Village will pay the entire tuition for full-time Police Officers to attend the Municipal Police Training School as required by the Civil Service Law for permanent appointment as a full-time Police Officer.

16.02. The Village will reimburse the tuition for full-time Police Officers hired prior to July 1, 1998 for all credits earned at an accredited institution within New York State, which are applicable to an Associate Degree in Criminal Justice or Police Science. Upon completion of each

subject and certification of grade received, the Police Officer shall be reimbursed at a rate based upon the credit hour cost at the local community colleges as follows:

A or better	100%
B	75%
C	50%
D or lower	0%

Educational opportunities shall not conflict with regularly scheduled shift assignments.

Article 17

REVIEW OF PERSONNEL RECORDS

17.01. Police Officers covered by this Agreement shall have the right to review their own personnel record providing the request for such is in writing. The review shall be under the direction of the Chief of Police and in the presence of any Village employee designated by the Mayor. It is understood and agreed that the permission to review the record shall not be unreasonably withheld.

17.02. Under no circumstances, without the consent of the Village Board, are any personnel records to be removed from the confines of the Village Offices.

Article 18

SALARIES

18.01. The salary paid to each full-time and part-time Police Officer of the Liverpool Police Department shall be in accordance with Appendix "A" annexed herewith.

18.02. The increase in annual salary for each full-time Police Officer from the current step to the next step for the next year's service shall be effective and commence on the payroll commencement date nearest the completion of the year's service preceding the anniversary date assigned upon his permanent appointment to the Liverpool Police Department.

18.03. The Village has the right to appoint any new full-time Police Officer from the current step to the next step on the salary schedule, based on prior qualifications and experience except that, for the purpose of this collective bargaining agreement, such Officer's seniority shall be deemed to be his initial date of hire with the Liverpool Police Department.

18.04. If a full-time Police Officer is promoted or demoted from one position to another position within the Liverpool Police Department, the annual salary shall change on the effective date of this new position to that salary shown for any full-time Police Officer in such position in the respective year of service with the Liverpool Police Department.

Article 19
GRIEVANCE PROCEDURE

19.01. Any difference or disagreement between the Village and the Association or between the Village and any member of the Bargaining Unit, or group of members, involving the meaning or the application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner herein set forth. Explicitly excluded from the provisions of this Section is any disciplinary proceeding. Such proceeding shall be conducted pursuant to Section 75 of the Civil Service Law.

19.02. Time limits are established in each step of the procedure to insure that an alleged violation of the Agreement will be settled as expeditiously as possible. It is understood and

agreed that if the Village fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievance shall be subject to appeal by the Association to the next higher step of the procedure. It is also agreed that no grievance shall be valid unless appealed within the time limits established.

19.03. STEP 1.

Any member having an alleged grievance shall, within ten days of the occurrence of the facts on which the said grievance is based, submit same in writing to the Chief of Police. The Liverpool Police Benevolent Association shall have the right to represent any member covered by the terms of this Agreement, at his request, at any step of the Grievance Procedure. The Chief of Police shall hold a meeting with the grievant and a representative of the Association, if requested, within five (5) working days of the date of filing. The Chief of Police shall answer the grievance, in writing, within five (5) working days of the date of such meeting.

19.04. STEP 2.

In the event that the alleged grievance is not settled in STEP 1, the grievant or the Association may appeal the grievance, within three (3) days after receipt of the answer in STEP 1, to the Mayor. The Mayor shall, within five (5) working days of the date of appeal, hold a hearing concerning the grievance. The Mayor shall answer the grievance, in writing, within five (5) working days of such meeting.

19.05. STEP 3.

In the event that the alleged grievance is not settled in STEP 2, the grievant or the Association may appeal the grievance, in writing, to the Village Board of Trustees within five (5) days of the answer in STEP 2. The Board will meet in Executive Session within ten (10) working

days of the date of appeal. The Board shall respond, in writing, to the grievance within ten (10) working days of the date of such meeting.

19.06. Any grievance within the scope of this Agreement on which an arbitrator is empowered to rule, which is not settled under STEP 3 of the Grievance Procedure herein provided, may be submitted to an arbitrator as herein specified in Article 20 (Arbitration).

Article 20 ARBITRATION

20.01. Notice of intent to appeal any grievance to an arbitrator shall be filed with the Village within seven (7) calendar days after the final decision has been given by the Village under STEP 3 of the Grievance Procedure. If such notice is not received by the Village within seven (7) days referred to, then the decision of the Village under the Grievance Procedure shall be final.

20.02. Within five (5) days after an arbitration notice has been filed, a representative of the Association and of the Village will meet to select an arbitrator to whom the case will be submitted.

20.03. If an arbitrator is not agreed upon within ten (10) days of the Notice of Appeal to Arbitration, the party or parties shall request the American Arbitration Association (Syracuse Regional Office) to submit the names of seven (7) proposed arbitrators. The arbitrator shall be chosen by the parties alternately striking a name from the list. The order of striking shall be determined by lot.

20.04. The arbitrator shall have no power to add to or subtract from or modify any of this Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply provisions of this Agreement.

20.05. The arbitrator shall render his decision within thirty (30) calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one (1) copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.

20.06. It is understood and agreed that the decision of the arbitrator is binding upon both parties.

20.07. The cost for the services of the arbitrator, including fees and expenses, if any, shall be borne equally by the Association and the Village. The cost of any additional services required by either party shall be borne by the party requesting such additional services.

Article 21 CLOTHING AND EQUIPMENT

21.01. Each new full-time Police Officer who received a permanent appointment to the Police Department will be furnished with the items of clothing and equipment listed under Schedule "B" (Original Equipment), hereto attached and made a part of this Agreement, at the expense of the Village.

21.02. The Village Board will determine and provide the uniform dress for the part-time Police Officers (schedule "C", attached hereto).

21.03. It shall be the responsibility of each Police Officer to clean, repair, maintain and account for any property of the Village which is entrusted to such Officer. Any loss or damage caused by the Officer's "off duty" negligence will be charged to the Officer.

21.04. The Rules and Regulations of the Liverpool Police Department more fully describe the responsibilities with respect to uniforms and equipment.

21.05. Replacement of any of the items of clothing and equipment will be at the discretion of the Village Board upon the recommendation of the Chief of Police or Police Liaison. It shall be the responsibility of the Police Officer to notify the Chief of Police what item or items need to be replaced.

21.06. Effective June 1, 2000, each full-time Police Officer shall receive a uniform allowance check in the amount of \$450.00 to be paid annually during the first thirty (30) days of each contract year to be utilized for purposes of replacement and maintenance of clothing, uniforms and equipment required by the Village. Effective June 1, 2000, each part-time Police Officer shall receive a uniform allowance check in the amount of \$150.00 to be paid annually during the first thirty (30) days of each contract year to be utilized for purposes of replacement and maintenance of clothing, uniforms and equipment required by the Village.

Article 22 NON-PERMANENT EMPLOYMENT

22.01. It is understood and agreed that the Village of Liverpool has the right to employ "contract employees" who are certified Police Officers to perform special work or regular police work on special occasions. It is further agreed that such employees are not covered by the terms of this Agreement including, but not limited to, the Salary Schedule. These employees would be contracted as individuals by the Village and their salary or wage would be a matter between the Village and such temporary provisional employees.

22.02. In determining the step of pay for an individual who now has or who may

subsequently receive a permanent appointment to the Police Department, any temporary or provisional service which he might have had with the Police Department may be treated in the same manner as permanent service in determining what year of service he is currently serving, as provided in Section 131(7) of the Civil Service Law when Section 131 applies to each employee.

Article 23
ACKNOWLEDGMENT

23.01. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

Article 24
NON-DISCRIMINATION

24.01. The Village and the Association agree that neither will discriminate with respect to

race, religion, sex, age, national origin, membership in any other legally protected classification, or status of membership in the Association. It is further understood and agreed that whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Article 25
BILL OF RIGHTS

25.01. The following provisions which shall be known as a Bill of Rights are hereby established for the members of the Liverpool Police Department when interrogated by a Superior of the Department in connection with an official investigation. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

A. The interview of a member of the Department during an investigation shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise, where practical, interviews should be scheduled for daytime and the reassignment of the member of the Department to another shift should be employed.

B. The interview shall take place at a location designated by the investigating Officer, ordinarily at Police Department Headquarters, or a location having a reasonable relationship to the incident alleged.

C. The member of the Department shall be informed of the rank and the name of the interviewing Officer in charge of the investigation and all persons present during the interview.

D. The member of the Department shall be informed of the nature of the investigation. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the Department is being interviewed as a witness only, he should be so informed of the initial contact.

E. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

F. All members of the Department shall be obligated to answer any questions concerning their conduct as it relates to their employment except those which violate their constitutional, legal or contractual rights.

G. The member of the Department shall not be subjected to any offensive language, nor shall be threatened with transfer, dismissal or other disciplinary action. No promises of reward shall be made as an inducement to answering questions.

H. The complete interview of the member of the Department shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions. All recesses called during the interview shall be recorded.

I. If a member of the Department is under arrest or is likely to be, that is if he is a suspect or target of a criminal investigation, he shall be given the rights pursuant to the Miranda decision.

J. In non-criminal cases, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel before being questioned concerning violations of the Rules and Regulations, provided the interviewing is not unduly

delayed.

However, in such cases, the interviewing may not be postponed for purposes of counsel past twelve (12) hours or 10:00 a.m. of the day following notifications of interview, whichever is longer. Counsel, if available, and a representative of the Village of Liverpool Policemen's Benevolent Association, Inc. may be present during the interviewing of a member of the Department.

K. Basically, the aforementioned guidelines will be observed by all superior officers or other officers of the Department while conducting investigations of actions of members of the Department.

L. Any disciplinary action taken against a member of the bargaining unit by the Department shall be subject to review under Article 26.

M. Where the employee is disciplined by suspension or forced time off, such may be, at the employee's option, charged against vacation or personal leave time.

N. No press releases shall be issued by the Department, employees, or the Association relative to any disciplinary action against an employee until a final determination and any appeals in connection therewith have been exhausted or completed.

O. Where during the interview an individual consents to disciplinary action, such consent shall not be binding not less than twenty-four (24) hours after he is advised of the nature of such disciplinary action or its alternatives except in the circumstance where there is danger to the public.

P. One (1) personnel file only shall be maintained on each employee, which file shall contain all information upon which the Department shall rely in evaluating the employee.

Each employee shall have the right of access to his individual personnel folder on reasonable notice, providing such access is in accordance with terms stipulated in Article 17.

Article 26
DISCHARGE AND DISCIPLINE

26.01. In the event of a dispute concerning the discipline or discharge imposed upon a Police Officer, the following procedure shall be followed:

STEP 1.

The Village shall advise an Officer in writing that it proposes to commence disciplinary action against him. Such notice shall describe the general circumstances for which discipline is sought and optionally the penalty which the Village seeks to impose. Within seven (7) days (exclusive of Saturday and Sunday) following service of that notice on the Officer and the Association, the parties (the Chief of Police, the Officer and the Association and any of their attorneys) shall meet to discuss voluntary resolution of the charges. If no voluntary resolution can be made at the meeting described above, then within sixty (60) days after such meeting, the Officer must serve written notice of election to arbitrate upon the Village and the appropriate arbitrator. If an employee has been suspended without pay, he may demand arbitration immediately. In such case, within seventy-two (72) hours the Village shall serve a description of the charges on which it relies for the discipline sought.

STEP 2.

The parties shall select an arbitrator in the same manner as provided under Article 20, Sections 20.02 and 20.03 of this Agreement. If the Officer has made a timely election to

STEP 1, the Association shall file in writing a request for arbitration with the Village. The arbitration shall be held within twenty (20) calendar days of the date of the request. If that arbitrator cannot provide a hearing date within that time, including weekends, the Association may, at its option, ask to select another arbitrator in the same manner as herein provided. The arbitrator shall render his decision within fourteen (14) days following close of the record. The finding of the arbitrator shall be final and binding upon the parties. There shall be no extensions of the foregoing time limits except by mutual agreement. The arbitrator may, under appropriate circumstances, issue an interim verbal decision, to be followed by a written opinion and award.

26.02. In any arbitration hearing held under the provisions of this Article, both the Village and the Police Officer involved shall have the right to be represented by counsel and to present witnesses and engage in the cross examination of witnesses presented to the other party. A decision shall be made by the arbitrator on the basis of legal evidence as presented at the arbitration hearing. The fees of the arbitrator and necessary expenses of the arbitration proceeding shall be shared equally by the Village and the Association. Each party shall bear the expense of the preparation and presentation of its own case.

26.03. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this contract, nor shall he have the authority to render any decision which conflicts with a law, ruling or regulation binding upon the Village by a higher authority, nor to imply any obligation on the Village which is not specifically set forth in this contract.

26.04. If an Officer is found not guilty of misconduct or incompetency requiring discipline, there shall be no record kept in the Officer's personnel folder of the disciplinary proceeding.

Article 27
DURATION

27.01. This Agreement settles in full all demands of the Association and the Association agrees it will make no further demands of any kind for the duration of this Agreement.

27.02. This Agreement shall be in effect from June 1, 2003 and shall continue in force and effect up to and including midnight of May 31, 2006.

27.03. Either party may, on or before February 1, 2006 give notice by certified mail to the other party, of the desire of the party giving notice to negotiate with respect to the terms and conditions of a new agreement. If such notice is given, negotiations will commence no later than February 15th, except by mutual agreement by the parties.

IN WITNESS WHEREOF, the parties hereto have execute this Agreement through duly authorized representatives as of the 6th day of August, ²⁰⁰³~~2000~~.

LIVERPOOL POLICE BENEVOLENT ASSOCIATION, INC.

President: Joseph C. [Signature]
Date: August 06, 2003

VILLAGE OF LIVERPOOL, NEW YORK

VILLAGE OF LIVERPOOL:

Mayor: Marlene J. [Signature]
Date: 8/6/03

Schedule "A"

**SALARY SCHEDULE
FULL-TIME POLICE OFFICER**

Police Officer	06/01/03-05/31/04	06/01/04-05/31/05	06/01/05-05/31/06
Starting	\$30,500.00	\$31,415.00	\$32,200.38
Two years	\$31,869.08	\$32,825.16	\$33,645.79
Three years	\$34,226.02	\$35,252.80	\$36,134.12
Four Years	\$36,658.80	\$37,758.57	\$38,702.54
Five Years	\$46,398.97	\$47,790.94	\$48,985.72
Sergeant	\$49,523.08	\$51,008.78	\$52,284.00

3.25%

3%

2.5%

Part time officers

06/01/03-05/31/04	06/01/04-05/31/05	06/01/05-05/31/06
\$14.59/hr.	\$15.03/hr.	\$15.41/hr.

Schedule "B"
ORIGINAL EQUIPMENT

Four	(4)	Pairs Class A Uniform Pants
Eight	(8)	Class A Uniform Shirts: (4) Long Sleeve; (4) Short Sleeve
One	(1)	8 Point-type Hat - Blue
Two	(2)	Blauer type Jackets (1) Summer, (1) Winter
Two	(2)	Police type Neckties
One	(1)	Pair Police type Shoes
One	(1)	Police Type Raincoat
One	(1)	Rain cover - type
One	(1)	Pair Rubber Boots
Two	(2)	Badges: (1) Shirt, (1) Jacket
Two	(2)	Collar Pins: (2) color N.Y.S. Seals
Two	(2)	Uniform Nameplates
One	(1)	Set of Handcuffs including case
One	(1)	Leather gunbelt
One	(1)	Leather duty-weapon Holster
One	(1)	Duty Weapon
One	(1)	Double Magazine Pouch
One	(1)	Liverpool Police Tie Clasp
One	(1)	Key Clip
Five	(5)	Duty Belt "Keepers"
One	(1)	Police Wallet
Twenty	(20)	Liverpool Police Patches

Schedule "C"

Upon permanent appointment to the Police Department, a part-time Police Officer will be furnished with the following items:

Two	(2)	Pairs Class A Uniform Pants
Four	(4)	Class A Uniform Shirts: (2) Long Sleeve; (2) Short Sleeve
One	(1)	8 Point-type Hat - Blue
One	(1)	Police type Jacket
One	(1)	Police type Neckties
One	(1)	Pair Police type Shoes
One	(1)	Uniform Nameplate

Patches upon request with administrative approval.