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**AGREEMENT**

**BY AND BETWEEN**

**THE VILLAGE OF WHITESBORO**

**AND**

**JOHN J. BULEY  
POLICE BENEVOLENT ASSOCIATION**

**NOVEMBER 5, 2001 – MAY 31, 2006**

**RECEIVED**

**JUN 22 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PREAMBLE**

This Agreement is made and entered into this 26<sup>th</sup> day of April, ~~2004~~ 2005 between the Village of Whitesboro (hereinafter referred to as "Village" or "Employer") and the John J. Buley Police Benevolent Association (hereinafter referred to as "PBA" or "Union"); collectively known as the "parties".

It is the mutual intent of the parties to this Agreement to maintain a harmonious and cooperative relationship between the Village and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government; to promote fair and reasonable working conditions; and to comply with the New York State Public Employees' Fair Employment Act. The terms of this Agreement shall supersede any Village or departmental rules, regulations, policies or procedures to the extent such are inconsistent with the terms of this Agreement.

## **ARTICLE 1**

### **RECOGNITION OF PBA**

The Village recognizes the PBA as the sole and exclusive bargaining agent and representative for all full-time and part-time police officers, excluding the Chief of Police and all other employees of the Village.

## **ARTICLE 2**

### **OBLIGATION OF THE PBA**

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

## **ARTICLE 3**

### **DUES AND AGENCY SHOP FEE**

#### **3.1 Membership Dues**

Upon written authorization of the employee concerned, and unless said employee subsequently revokes such written authorization, the Village shall deduct membership dues from the employee's payroll check in the amount specified in the written authorization. The amounts so deducted shall be forwarded to the PBA within ten (10) business days (Monday through Friday) after said deduction was made.

#### **3.2 Agency Shop Fee Deduction**

The Village agrees to deduct from the wages of an employee who is not a member of the PBA, but who is represented by the PBA for the purpose of collective bargaining, an agency shop fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establishes and maintains a procedure providing for the refund, to any employee demanding the return thereof, of any part of such agency shop fee which represents the employee's pro-rata share of expenditures by the PBA in aid of activities or causes of a political or ideological nature unrelated, or only incidentally related, to terms and conditions of employment. The PBA agrees to indemnify, defend and hold harmless the Village from and against any and all loss, cost, damage and expense, including attorney fees, arising out of or in connection with the deduction of such agency shop fee.

## **ARTICLE 4**

### **PBA RIGHTS AND RESPONSIBILITIES**

#### **4.1 PBA Officers**

The PBA shall forward to the Village a list of the names and titles of its officers and representatives and changes as they occur.

#### **4.2 PBA Bulletin Board**

There shall be a designated space on the Village bulletin board within the police department for use by the PBA. All proposed PBA postings shall be submitted to the Chief of Police prior to the posting, shall be signed by the appropriate PBA officer and shall set forth the date the announcement will be posted and the date that the announcement shall be removed. The review by the Chief of Police shall be promptly made and will be limited to determining whether the proposed posting is derogatory or inappropriate.

#### **4.3 PBA Time**

Reasonable union activity during the course of an employee's work shift may be authorized in advance by the Chief of Police or designated representative. Authorization shall not be unreasonably withheld. The parties agree that activities of official PBA representatives, as identified by the list in paragraph 4.1, shall be carried out in a manner that will not interfere with the normal work functions.

#### **4.4 Discrimination**

No employee shall be discriminated against in any way by the Village or the PBA with regard to work legally performed on behalf of the PBA and its unit members or for non-participation in PBA activities.

#### **4.5 Labor/Management**

Authorized spokespersons for the Village and PBA shall meet, at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Chief of Police, or designated representative, or PBA President, or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter(s) to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the expiration of the time limit to file a grievance as set forth in Article 13 - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties shall be in writing and signed by an authorized representative of each party.

#### **4.6 Supervisory Responsibilities**

It is acknowledged that official PBA representatives, as listed in paragraph 4.1, may have supervisory responsibilities as Sergeant or, on occasion, as Acting Chief. At such times, it is understood that an officer's job responsibility shall always take precedence over any PBA responsibilities, including, if necessary, disciplinary action of a unit member.

## ARTICLE 5

### MANAGEMENT'S RIGHTS

5.1 Except where limited by a provision of law or this Agreement, the management of the police department through the Village Board of Trustees and the Chief of Police and the direction of its work force, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of positions, to establish the number of personnel assigned to different work shifts, and to change materials, processes, procedures, equipment and operations shall be vested in the Village. Further, subject to provisions of law and this Agreement, the Village, through the Village Board and the Chief of Police, shall also have the right to assign the work to be performed and the right to hire, promote, demote, layoff, recall, transfer, suspend, discipline and/or discharge employees.

## ARTICLE 6

### WORKDAY, WORK WEEK AND WORK SCHEDULE

#### 6.1 **Workday**

The regular workday for full-time employees shall be eight (8) hours within a scheduled tour of duty.

#### 6.2 **Work Week**

Except for overtime, employees shall not be scheduled for more than forty (40) hours in each workweek. In the event a full-time employee is scheduled for less than forty (40) hours in a workweek, that employee shall be paid for forty (40) hours.

#### 6.3 **Tours of Duty**

The four (4) tours of duty for all employees are as follows:

- "A" Line - 11:00 p.m. to 7:00 a.m.
- "B" Line - 7:00 a.m. to 3:00 p.m.
- "C" Line - 3:00 p.m. to 11:00 p.m.
- "C-7" Line - 7:00 p.m. to 3:00 a.m.\*

\* This shift may be modified by providing the affected officer(s) with at least two (2) weeks prior notice.

**6.4 Work Schedule**

Pass days shall be two (2) consecutive days off and no officer's regular schedule shall consist of more than five (5) consecutive work days, excluding overtime.

**6.5 Mutual Shift Exchange**

An employee shall be entitled to mutually switch his/her tour(s) of duty with another employee, provided such exchange does not result in the payment of any overtime compensation, with prior written approval of the Chief of Police or designee. Requests to exchange shifts should be made with as much notice as is reasonably possible prior to the shift proposed to be exchanged.

**ARTICLE 7**

**OVERTIME AND CALL OUT PAY**

**7.1 Overtime Payment**

All unit employees shall be paid overtime, either cash or compensatory time, at the option of the employee, at the rate of one and one-half times (1.5X) their hourly rate of pay for all work over eight (8) hours per day in a scheduled tour of duty or over forty (40) hours in any work week.

All overtime work must be approved, in advance, by the Chief of Police or designee, when practicable.

All overtime shall be paid by check to unit employees or, at the option of the employee, in compensatory time, which may be accumulated up to a maximum of forty (40) hours.

**7.2 Call Out Pay**

All full-time employees who report for Department related business (i.e., DMV proceedings, departmental meetings, Grand Jury, court, etc.) to work at times not part of their regularly scheduled shifts, shall be paid overtime for the total time expended, but in no event shall said employee be paid for less than three (3) hours. For part-time employees, the minimum payment shall be one and one-half (1.5) hours of overtime compensation.



## ARTICLE 8

### LEAVES WITH PAY

#### 8.1 **Vacation**

Upon the completion of one full calendar year of full-time employment with the Village, vacation benefits shall be earned as follows:

<u>Years of Service *</u>	<u>Vacation Allotment</u>
1 - 10	2 weeks
11 - 15	3 weeks
16 and Above	4 weeks

- \* On January 1<sup>st</sup> following the date of employment, vacation for the next calendar year will be prorated. An employee must be employed for at least six (6) months before any vacation benefits may be authorized.

#### 8.2 **Vacation Scheduling**

Vacation shall be scheduled pursuant to the procedure set forth in the Policy and Procedures Manual in effect at the date of execution of this Agreement, except as hereinafter provided. Absent unusual circumstances, which shall be specified by the requesting employee, vacation requests shall be made at least two (2) weeks prior to the commencement of the requested time. All requests shall be subject to the approval of the Chief of Police. In the event that there is more than one request for the same time period, and staffing does not permit more than one employee to be on vacation, then the vacation shall be granted to the employee based on earliest request date. In the event there are requests submitted on the same day, seniority shall prevail.

#### 8.3 **Compensation Upon Separation From Employment**

Upon separation or death, an employee, beneficiary or estate shall be paid for all unused vacation leave, compensatory time, personal time and holiday time at the employee's then applicable rate of pay, such payment to be made no later than the pay period following separation or death.

#### 8.4 **Sick Leave**

Full-time employees shall be credited with eight (8) days of sick leave each year.

An employee may accumulate up to one hundred sixty-five (165) days of sick leave.

An employee is responsible for notifying the Chief or designee each time sick leave is to be taken. The employee shall provide as much notice as possible.

Upon absences of more than three (3) consecutive working days because of illness or disability, the Chief of Police or designee may require that a physician's certificate be furnished substantiating the employee's claim of illness or disability.

The Chief of Police may require an employee(s) who has been on sick leave, prior to and as a condition of his/her return to work, to be examined, at the expense of the Village, by a physician designated by the Village to establish that the employee(s) is able to perform his/her normal duties and that their return to work will not jeopardize the employee's own health and safety or the health and safety of other employees.

#### **8.5 Holidays: Full-time Employees**

Holidays, for the purpose of this Agreement, are as follows:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Employee's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day

Any employee who works on any of the holidays listed above shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate for all hours worked plus eight (8) hours pay for the holiday. A full-time employee shall have the option of being paid in the pay period the holiday occurs or taking it in compensatory time paid at the rate of one and one-half times (1.5X) his/her hourly rate.

#### **8.6 Personal Leave**

Effective on each employee's anniversary date of hire, each full-time employee shall be credited annually with five (5) working days personal leave to be granted at the employee's request, without any restriction as to use, with prior approval of the Chief of Police or designee, and that approval shall not be unreasonably withheld.

Part-time employees shall be similarly credited with three (3) personal leave days.

Personal leave may be taken on an hourly basis. For purposes of this section, an employee shall apply for personal leave at least two (2) weeks in advance, whenever practicable.

Personal leave is leave with pay for personal business.

#### **8.7 Bereavement Leave**

Bereavement leave shall be granted by the Chief of Police for a period of three (3) working days due to a death in the employee's immediate family from the date of death up to and including the day of the funeral for the purpose of attending the wake and/or funeral. Immediate family shall be defined as in the Policy and Procedures Manual in effect at the date of execution of this Agreement.

#### **8.8 Military Leave and Other Leave Required by Law**

The Village shall grant any military leave of absence or other leave as required by law.

#### **8.9 Jury Duty Leave**

A full-time employee who is required to appear for jury duty service shall be released with pay from his/her regularly scheduled tour of duty that calendar day without charge to any other paid leave (i.e., vacation, holiday, compensatory time and personal leave). This release shall not include a mutual tour of duty switch between employees. The employee shall provide a copy of the appearance notice upon receipt to the Chief of Police or designee.

The employee shall use the "call in" system, if available. The employee shall notify the Chief of Police or designee as to whether or not they have to appear for jury duty for the following day or are selected for jury service. In the event the employee is not required to report for jury duty, he/she shall report to their regularly scheduled tour of duty.

All fees paid to an employee who is released for jury duty service from their regularly scheduled tour of duty, shall be either endorsed over to or paid by the employee to the Village. Reimbursement from the Court for mileage, tolls, parking and/or meals while on jury duty service shall be retained by the employee.

At the completion of jury duty service, the employee shall provide to the Chief of Police or designee a record of attendance from the court, if made available.

## ARTICLE 9

### UNIFORMS AND EQUIPMENT

#### 9.1 **Initial Uniform and Equipment**

Upon hire, all employees shall receive, and all current officers acknowledge receipt heretofore, of an initial uniform and equipment allotment as set forth in Appendix "A" attached hereto and made a part of this Agreement at no cost to the employee. In the event the Village or Chief of Police require additional uniforms and/or equipment other than as set forth in Appendix "A", the Village shall provide those articles, at no cost to the employee. The Village shall replace all uniforms and equipment based on a normal wear and tear basis, not due to an officer's negligence. Replacement of equipment or uniform parts shall be made without expense to the employee whenever the Chief of Police determines that extraordinary damage has been done to same in the line of duty without fault of the employee.

#### 9.2 **Personal Property**

In the event an employee suffers a loss of or damage to any personal property during the course of any arrest or other job related incident, they shall be reimbursed for that loss up to a maximum of \$100.00 per item of personal property.

#### 9.3 **Uniform Cleaning and Maintenance Allowance**

All full-time employees shall be credited with an annual uniform cleaning and maintenance allowance of \$500.00 effective June 1, 2004. Part-time employees shall be credited with a \$250.00 cleaning and maintenance allowance. The Village shall make arrangement with a local dry cleaning and tailoring service for the pickup and delivery of uniforms for purposes of implementing this section.

## ARTICLE 10

### HEALTH INSURANCE

#### 10.1 **Health Insurance**

The Village agrees to provide coverage under the New York State Health Insurance Plan - Core Plus Medical and Psychiatric Enhancements (Empire Plan). The Village shall pay one hundred percent (100%) of the premium for individual coverage. Effective with the execution of this Agreement for unit employees who were hired after February 13, 1989 who elect other than individual coverage, the Village shall contribute twenty-five percent (25%) of the difference between the premium for such coverage and the premium for individual coverage. The employee shall pay the remainder of the premium. Effective with the execution of this Agreement, the unit employees who were hired before February 13, 1989 and who elect other than individual coverage shall pay the annual increases in premium for such coverage.

## 10.2 Medical Insurance Buy-Out

Effective January 1, 2005, all employees of the bargaining unit shall be eligible to receive \$2,100 annually for waiving health insurance coverage. Effective January 1, 2006 the sum paid for waiving coverage shall be \$3,000.

Eligibility: A member of the bargaining unit may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical health insurance coverage, other than insurance provided by the Village, and sign an appropriate waiver of health insurance coverage and waiver of liability to the Village.

Method of Payment: An employee may choose payment by one (1) of the following methods:

1. Payment of the buy-out will be made in December of the year for which coverage is waived. This will be paid as supplemental wages subject to normal taxes and withholdings. Benefits must be waived for the entire year in order to receive the cash buy-out.
2. Payment of the buy-out will be made directly into a flexible spending account on behalf of the employee in January of the year in which coverage is waived after the employee signs an assignment of the buy-out to such account. This will result in no tax liability to the employee.

Reinstatement: In the event the employee loses coverage under the alternate insurance plan due to death, divorce, unemployment or other events beyond the employee's control, the employee may resume coverage under the medical insurance plan(s) made available through the Village. Coverage will begin on the first (1<sup>st</sup>) of the month immediately following the employee giving notice, provided the employee gives such notice at least five (5) business days prior to the first (1<sup>st</sup>) of the month and meets all eligibility requirements of the insurance plan. If the employee rejoins the Village's health insurance plan during the year, the \$3,000 payment shall be pro-rated.

## 10.3 Retiree Health Insurance

When an eligible member of the bargaining unit retires from Village employment through the New York State Retirement System, and that employee has at least ten (10) years of service with the Village, the Village will make health insurance premium payments for the police officer's individual health insurance coverage according to the following schedule:

20 years of service	Village will pay 75% of the individual health insurance premium
21 years of service	Village will pay 80% of the individual health insurance premium
23 years of service	Village will pay 85% of the individual health insurance premium
24 years of service	Village will pay 90% of the individual health insurance premium

25 years of service Village will pay 95% of the individual health insurance premium  
27 years of service Village will pay 100% of the individual health insurance premium

Whenever a retiree reaches age 55, the Village will pay 100% of the individual health insurance premium until the retiree becomes Medicare eligible.

In the event the retiree obtains employment that offers substantially equivalent health insurance benefits at a substantially equivalent cost to the retiree, the Village's obligation to make any health insurance premium payments will be suspended until such time as the retiree's situation changes, such as employment ceases, and the substantially equivalent criteria are no longer met, then the Village will resume making the applicable payments.

## **ARTICLE 11**

### **RETIREMENT**

11.1 The Village agrees to continue the retirement plan presently provided under the New York State Police and Fire Retirement System.

## **ARTICLE 12**

### **SENIORITY**

12.1 Seniority for all full-time employees shall commence on the date of hire with the Village, within title, except as otherwise provided by law.

## **ARTICLE 13**

### **DISCIPLINARY PROCEDURE**

13.1 In the event the Village determines to bring disciplinary charges against an employee, the disciplinary procedure prescribed in Section 75 and 76 of the Civil Service Law shall apply to all unit employees, including part-time employees, except probationary, temporary, provisional, or seasonal employees, except that the parties agree to modify the Civil Service Law Section 75 and 76 procedures as follows:

1. The hearing officer shall be selected from the list of names in Appendix "B" attached hereto and made a part of this Agreement.
2. The hearing officer's findings regarding guilt or innocence shall be binding upon the Employer, the PBA and the charged employee, but findings regarding penalty

shall be a recommendation only, subject to such judicial review as is provided by law.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### 14.1 Grievance Procedure

##### Section 1 - Definitions

Definition: As used herein, the following terms shall have the following meaning:

1. Employee - shall mean any person or persons covered by the terms of this Agreement.
2. Grievant - shall mean an employee, a group of employees or the PBA acting on behalf of same, alleging to have a grievance.
3. Grievance - shall mean any claimed violation, misinterpretation or inequitable application of the Agreement.

##### Section 2 - General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.
2. Written responses required from the grievant hereunder shall first be submitted to the Chief of Police; written responses required of the Chief of Police hereunder shall be submitted to the employee involved and the PBA.
3. No grievance shall be filed more than thirty (30) calendar days after the date on which the grievant knew or should have known of the act or omission giving rise to the grievance.
4. Each grievance shall contain a short, plain statement of the grievance and specific references to the Article and Section of this Agreement or term and condition which the employee or PBA claims to have been violated.
5. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Village and employee and/or PBA, as the case may be, enter into a signed stipulation of settlement setting forth the terms resolving the grievance. Settlement of a grievance by mutual agreement between

an employee and the Village without participation or signature of the PBA shall not constitute precedent in other and future cases.

6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such settlement or award be retroactive to a date earlier than thirty (30) calendar days prior to the date that the grievance was first presented in accordance with this Article.
7. Failure by the Village to meet the various time requirements specified herein shall result in advancing a grievance to the next step. Failure of the PBA or the employee to meet the various time limits shall render the grievance null and void.

### **Section 3 - Procedure**

#### **Step 1: Chief of Police**

An employee or the PBA shall present the grievance in writing to the Chief of Police not later than the date described in Section 2.3 hereof. The Chief of Police shall issue a written decision to the employee(s) and the PBA by the end of the seventh (7<sup>th</sup>) calendar day after receipt of the grievance.

#### **Step 2: Village Mayor**

If the employee and/or the PBA, as the case may be, are unsatisfied with the decision of the Chief of Police, such party may, within seven (7) calendar day's appeal to the Village Mayor. The Village Mayor shall render a written decision within seven (7) calendar days of the receipt of the appeal.

#### **Step 3: Arbitration**

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the arbitrator in alphabetical order and by rotation from the panel list in Appendix "B" within thirty (30) calendar days from receipt of the Step 2 decision, with a copy provided to the Employer. If for any reason all panel members are unable or unwilling to serve, the parties shall either agree upon a different arbitrator or failing agreement, shall select an arbitrator in accordance with the rules and procedures of the New York State Public Employment Relations Board in effect at that time.

The decision of the arbitrator shall be final and binding and subject to review only to the extent provided by law.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall



he/she submit observations or declarations of opinion which are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

## **ARTICLE 15**

### **GENERAL PROVISIONS**

15.1 The Village agrees to print and furnish to each of its unit employees one (1) copy of this Agreement, for which they will sign for as received. New employees shall also be provided a copy of this Agreement upon hiring.

15.2 The PBA President shall be permitted access to all new employees upon hire to ensure contractual benefits are being provided and adhered to.

15.3 Information regarding the balance of all accruals shall be provided to each employee upon request but no more frequently than quarterly.

15.4 An employee required and authorized to use his/her personal car for Village use shall be reimbursed, via a separate check, at the then prevailing Internal Revenue Service (IRS) approved rate per mile.

15.5 An employee shall be entitled to review his/her personnel file(s), in the presence of the Chief of Police or designee, upon seven (7) calendar days' notice. No complaint, report, memoranda or material relating to an employee's job performance, except pre-employment material and normal payroll and attendance records, shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read the material. The employee shall immediately initial and date the items reviewed in a place that shall not cause the item to be illegible. The employee shall then have fourteen (14) calendar days from the date he/she initialed the item to submit a response to such item which response shall be attached to the item in question and maintained in the employee's personnel file.

15.6 All full-time employees who are scheduled to work and are registered to participate in an open competitive or promotional police examination for a position with the Village Police Department shall be granted that day off, with pay, to take the civil service examination. The Chief of Police may deny the day off if department staffing cannot be achieved.

## ARTICLE 16

### BASE WAGE, HOURLY RATE AND LONGEVITY

#### 16.1 Full-time Base Wage

Effective with the dates as set forth herein, the full-time employee Base Wage for patrol officer and Sergeant shall be:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
1	Academy- 6 months	\$24,000	\$25,000	\$26,000	\$27,000	\$28,000
2	6 months- 1 year	\$26,998	\$28,483	\$29,868	\$31,453	\$32,938
3	After 1 year- 2 years	\$29,868	\$30,901	\$31,934	\$32,967	\$34,000
4	Start 3 years - 4 years	\$32,700	\$34,000	\$35,934	\$36, 967	\$38,000
5	Start 5 years and above	\$35,089	\$36,817	\$38,545	\$40,272	\$42,000
	Sergeant	\$37,939	\$39,954	\$41,970	\$43,984	\$46,000

#### 16.2 Longevity

All full-time employees, including Sergeants, shall receive longevity as follows, effective June 1, 2004:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>
6	Start 7 <sup>th</sup> through 10 <sup>th</sup>	\$150.00	\$150.00
7	Start 11 <sup>th</sup> through 14 <sup>th</sup>	\$300.00	\$300.00
8	Start 15 <sup>th</sup> through 18 <sup>th</sup>	\$450.00	\$450.00
9	Start 19 <sup>th</sup> and above	\$600.00	\$600.00

Longevity shall be added to the Base Wage, paid in equal installments per payroll period, and calculated into the computation for overtime, but shall not be cumulative from step to step.

All full-time employees shall advance through the Step program (Base Wage and Longevity) as set forth in Sections 16.1 and 16.2 herein, on their anniversary date (date of hire) with the Village.

#### 16.3 Part-time Hourly Wage

Effective with the dates as set forth herein, the part-time hourly wage shall be as follows:

<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
\$12.98/hr	\$13.75/hr	\$14.75/hr	\$15.75/hr	\$16.75/hr

## **ARTICLE 17**

### **BILL OF RIGHTS**

17.1 The following provisions are hereby established for employees covered by this Agreement when interrogated by any individual in connection with an official investigation which may lead to any type of charges except they shall not apply if the investigation is related to a criminal matter.

1. Employees of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the power of the municipality.
2. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.
3. The cognizance and control of the government, administration, disposition and discipline of the department is the responsibility of the Village and Chief of Police. In administering the department, the law empowers the Village to appoint numerous superiors to exercise various powers to command subordinates. In addition, they have promulgated various rules and procedures to guide members of the force in the performance of their duties.
4. The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers. 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 interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. When practical, interrogations should be scheduled for the day time.
  - B. The interrogation shall take place at a location designated by the investigating officer.
  - C. The employee shall be informed of the rank and name of the interrogating officer in charge of the investigation and all persons present during the interrogation. If an employee is directed to leave his/her post or assignment and report for interrogation to another post or assignment, his/her superior shall be promptly notified of his/her whereabouts by the affected employee.

- D. The employee shall be informed of the nature of the investigation before the interrogation commences, including the name of the complainant. The address of the complainant and/or witnesses need not be disclosed. However, sufficient information reasonably calculated to apprise the employee of the allegations shall be provided. If it is known that the member of the force being interrogated is a witness only, he/she should be so informed at the initial contact.
- E. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall be also provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- F. The complete interrogation of the employee shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except at the request of the accused. All recesses called during the questioning shall be recorded.
- G. In all other cases, the law imposes no obligations, legal or otherwise, on the department or outside agency conducting the investigation to provide an opportunity for an employee to consult with counsel or anyone else when questioned about his/her employment or matters relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining high morale of the force, the department shall afford full opportunity for any employee, if he/she so requests, to consult with counsel before being interrogated, concerning the violation of the rules and regulations, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for the purposes of counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, and/or a representative of the PBA, may be present during the interrogation of the employee, provided the employee requests such presence and provided the investigating officer agrees that such presence shall not interfere with the progress of the investigation.
- H. All employees shall be notified of any charge or complaint made against him/her, the nature of the complaint and the name of the complainant within a reasonable time, provided that the withholding of such information is not required for law enforcement purposes.
- I. The aforementioned guidelines shall be observed by all superior officers or any other official of any other department or agency conducting investigations of alleged actions of any employee.

## **ARTICLE 18**

### **DEFENSE AND INDEMNIFICATION**

18.1 The Village shall defend and indemnify all unit employees against all actions and damages or losses of any kind to the maximum extent permitted by law.

## **ARTICLE 19**

### **SEVERABILITY**

19.1 In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any other provisions of this Agreement, it being the express intent of the parties hereto that all provisions not declared invalid shall remain in full force and effect. In that event, the parties shall meet and negotiate the impact of the provision(s) of this Agreement that were declared invalid.

## **ARTICLE 20**

### **MANDATED PROVISIONS OF LAW**

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

## **ARTICLE 21**

### **DURATION**

21.1 This Agreement shall be effective November 5, 2001 through May 31, 2006.

**SIGNATURE PAGE**

**VILLAGE OF WHITESBORO**

Richard E. Pugh.  
Richard Pugh, Mayor

April 25, 2005  
Date

**JOHN J. BULEY POLICE  
BENEVOLENT ASSOCIATION**

Wayne Griffith  
Wayne Griffith, President

4/26/05 @ 12:59pm  
Date

## APPENDIX "A"

### UNIFORMS AND EQUIPMENT

- 4 Long sleeve shirts (full-time)
- 4 Short sleeve shirts (full-time)
- 4 Pants (full-time)
- 3 Long sleeve shirts (part-time)
- 3 Short sleeve shirts (part-time)
- 3 Pants (part-time)
- 1 Clip on ties
- 1 Trouser belt
- 1 Pair of winter boots (as needed)
- 1 Pair of summer boots (as needed)
- 1 Collar brass
- 1 Eight point duty hat
- 1 Rain cover for hat
- 1 Rain coat
- 1 Duty windbreaker jacket
- 1 Duty winter jacket
- 2 Badges
- 3 Name tags
- 1 Duty belt
- 1 Duty holster
- 6 Keepers
- 1 Cuff case
- 1 Set of handcuffs
- 1 Duty semi-automatic weapon
- 3 Magazines
- 1 Magazine holder
- 1 Radio holder
- 1 Key holder
- 1 Night stick ring
- 1 Identification card
- 1 Duty round of ammunition (as needed)
- 1 American flag for each shirt and jacket
- 1 Village of Whitesboro police department patch for each shirt and jacket
- 1 Bullet Proof Vest

**APPENDIX "B"**

**PANEL LIST OF HEARING OFFICERS AND ARBITRATORS**

The following persons shall be eligible to serve as hearing officers and arbitrators pursuant to Articles 12 and 13 of this Agreement:

1. Dennis Campagna
2. Sheila Cole
3. Irwin Kelly
4. Stuart Pohl
5. Jeffrey Selchick



**Health Insurance Benefits:**

Employee hired before 2/12/1990: Previous to 2/12/1990 the Village of Whitesboro paid 100% for Individual Health Insurance Coverage and 100% for Family Health Insurance Coverage. Effective 2/12/1990 any employee hired before 2/12/1990 had 100% of their Individual Health Coverage paid for by the Village of Whitesboro and if the employee has Family Health Coverage, they now have to pay for the annual increase. That is determined by subtracting the Individual increase from the Family increase, i.e.

Individual Plan 2005 - \$478.49/Month	
Individual Plan 2004 - <u>\$438.15/Month</u>	
\$ 40.34/Month Increase	\$88.94
Family Plan 2005 - \$1,013.68/Month	-\$40.34
Family Plan 2004 - <u>\$ 924.74/Month</u>	\$48.60 Increase per Month
\$ 88.94/Month Increase	

An Employee hired after 2/12/1990: The Village of Whitesboro pays \$100% for Individual Health Coverage, but if the Employee has Family coverage, they pay the difference between the Individual Coverage and the Family Coverage, i.e.

Family Plan 2005 - \$1,013.68/Month
Individual Plan 2005 - <u>\$ 478.49/Month</u>
\$ 535.19/Month

## ARTICLE 16

### BASE WAGE, HOURLY RATE AND LONGEVITY

#### 16.1 Full-time Base Wage

Effective with the dates as set forth herein, the full-time employee Base Wage for patrol officer and Sergeant shall be:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
1	Academy- 6 months	\$24,000	\$25,000	\$26,000	\$27,000	\$28,000
2	6 months- 1 year	\$26,998	\$28,483	\$29,868	\$31,453	\$32,938
3	After 1 year- 2 years	\$29,868	\$30,901	\$31,934	\$32,967	\$34,000
4	Start 3 years - 4 years	\$32,700	\$34,000	\$35,934	\$36,967	\$38,000
5	Start 5 years and above	\$35,089	\$36,817	\$38,545	\$40,272	\$42,000
	Sergeant	\$37,939	\$39,954	\$41,970	\$43,984	\$46,000

#### 16.2 Longevity

All full-time employees, including Sergeants, shall receive longevity as follows, effective June 1, 2004:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>
6	Start 7 <sup>th</sup> through 10 <sup>th</sup>	\$150.00	\$150.00
7	Start 11 <sup>th</sup> through 14 <sup>th</sup>	\$300.00	\$300.00
8	Start 15 <sup>th</sup> through 18 <sup>th</sup>	\$450.00	\$450.00
9	Start 19 <sup>th</sup> and above	\$600.00	\$600.00

Longevity shall be added to the Base Wage, paid in equal installments per payroll period, and calculated into the computation for overtime, but shall not be cumulative from step to step.

All full-time employees shall advance through the Step program (Base Wage and Longevity) as set forth in Sections 16.1 and 16.2 herein, on their anniversary date (date of hire) with the Village.

#### 16.3 Part-time Hourly Wage

Effective with the dates as set forth herein, the part-time hourly wage shall be as follows:

<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
\$12.98/hr	\$13.75/hr	\$14.75/hr	\$15.75/hr	\$16.75/hr