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**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE VILLAGE OF NEW YORK MILLS

**AND
TEAMSTERS UNION
LOCAL 294**

**FOR THE VILLAGE OF NEW YORK MILLS
POLICE DEPARTMENT**

**AND THE
VILLAGE OF NEW YORK MILLS POLICE
BENEVOLENT ASSOCIATION**

JUNE 1, 2014 – MAY 31, 2018

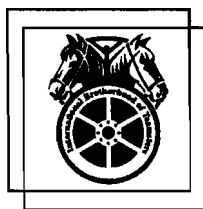


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INTRODUCTORY LANGUAGE

This **Agreement** entered into by the **Village of New York Mills**, hereinafter referred to as the **Village, the New York Mills Police Department and the New York Mills Police Benevolent Association, and Teamsters Union Local 294** affiliated with the International Brotherhood of Teamsters, herein after referred to as the **Union / Members**; 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.

ARTICLE 1 MANAGEMENT RIGHTS

The Village and the Union recognize that subject only to the provisions of this Agreement, the management, direction and control of the Villages business, operation and work force are exclusively the function of the Village. Any and all rights, powers and authority, the Village had prior to entering this Agreement are retained by the Village, except as expressly granted or modified by this Agreement.

ARTICLE 2 RECOGNITION

The Village of New York Mills recognizes Teamsters Union Local 294 as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment for all full-time officers. Explicitly excluded are the part-time officers, Chief of Police and all others.

ARTICLE 3
SENIORITY

3.1 Seniority for Full-Time employees shall commence on the date of hire with the Village, within title, except as otherwise provided by law.

3.2 For the purpose of the Agreement, the Village agrees to establish one (1) seniority list as follows:

1. Ranked Full-time Police Officers
2. Full-time Police Officers

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

4.1 All employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization for payroll deduction of Union dues on the form provided by the Union.

The Union agrees to deduct Union membership dues in accordance with the amounts certified in writing by the Union to the Employer and to maintain such dues deductions until proper withdrawal pursuant to the General Obligation Law.

Payroll deductions of the Union dues under properly executed authorization for payroll deduction of union dues form shall become effective on the first of the month following the time such authorization card is filed with the Village. Deductions shall commence on the first pay period of the month thereafter from the pay of the member.

The aggregate total of all such deductions, together with a list from whom deductions have been deducted shall be remitted to the Teamsters Local 294 on or before the 15th of every month.

Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Village.

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

4.3 The Village agrees to submit to the Union, upon request, a list of new Full-time employees hired, with home addresses.

4.4 The Village agrees to provide a portion of the current bulletin board, or a separate bulletin board for exclusive use by the Union to post notices and/or other Union business. Such postings will be subject to review by the Chief of Police or Designee, but will be limited to determining whether the posting is derogatory or inappropriate only.

4.5 Each member will be granted two (2) hours of Union time per month to attend any Union meetings and/or four (4) hours per month for any special Union events that are held. This time can only be used while a member is on duty to attend such meetings / special functions. The Village will be notified of such meetings / special functions and will provide an available venue within Village limits. The member will continue to be responsible for answering and responding to dispatched calls while attending said meetings / functions. This time is not accumulative or reimbursable.

4.6 No member shall be discriminated against in any way by the Village or Union with regard to work legally performed on behalf of the Union and its members or nonparticipation in Union activities.

ARTICLE 5 WORKWEEK / SHIFTS

5.1 The regular work day for Full-time Officers (Members) shall be eight (8) hours within a scheduled tour of duty, and will be scheduled accordingly to ensure an eighty (80) hour pay period, which will include any time taken off, excluding overtime. Pass days will consist of two (2) consecutive days off.

5.2 Members will be allowed to swap shifts, pass days, and days worked amongst each other as long as the Chief of Police or Designee is first forwarded a shift exchange form (F1) for approval and that the exchange does not create overtime, or the overtime is waived by the Member(s). Shift exchanges cannot be denied without a legitimate reason in writing from the Chief of Police or Designee.

5.3 Members can vote for “permanent” or “rotational” shifts. If a permanent shift schedule is elected, the schedule must be initialized and adhered to for a minimum of three (3) months at a time. If a rotational shift schedule is elected, the Members will rotate month by month between the established shifts and must be initialized and adhered to for a minimum of three (3) months at a time.

5.4 Per this Agreement, the established shifts for each day will be as follows:

B-line	7:00 AM – 3:00 PM
C-line	3:00 PM – 11:00 PM
A-line	11:00 PM – 7:00 AM

*****Other shifts may be added to the schedule at the discretion of the Chief of Police or Designee.***

5.5 All shifts will be bid out to Members by seniority.

5.6 Schedules will be posted at least one month / 30 days prior to the beginning of the following month. If the schedule is not posted by the designated time frame, then the previous months schedule will continue into the following month.

5.7 For any reason shifts are to be eliminated from the schedule, it is agreed upon they will be eliminated in the following order:

Any “other” shift
A-Line
C-Line
B-Line

5.8 If a Member has to have a shift change from their normal or scheduled shift for a specific reason (i.e.: Training, Special Detail), that Member will be given five (5) days written notice from the Chief of Police or Designee. If staffing allows, and an unscheduled shift change arise (i.e.: Sick Call, Personal Leave), the Chief of Police or Designee can give a Member twenty-four (24) hour notice of the change to cover said shift.

ARTICLE 6 OVERTIME / CALL OUT

6.1 All overtime must be approved, in advance, by the Chief of Police or Designee, when practicable; as not to interfere with Officer Safety, Public Service / Safety.

6.2 All Members shall be paid overtime, either cash or compensatory time, at the option of the Member, at one and one-half (1 ½) their hourly rate of pay for all work over eight (8) hours per day in a scheduled shift or over the forty (40) hours in a work week.

6.3 It is further agreed that all paid time off (i.e.: Sick Leave, Personal Leave, Bereavement Leave, etc.) will be considered as time worked in computation of the forty (40) hour work week for overtime purposes.

6.4 All Members who report for Police Department related business (i.e.: Court Appearances, Grand Jury, Natural Disasters) 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 Member be paid less than two (2) hours at the rate of 1 ½ times the Officers regular hourly rate of pay.

6.5 In the event of “scheduled overtime”, (i.e. Unfilled Shifts, Requested Time Off, etc.) Members will be offered said shifts by seniority to ensure adequate staffing needs, as decided by the Chief of Police or Designee. Further agreed upon, in the event of “unscheduled overtime” (i.e.: *Sick Leave, Special Detail, etc.*) the shift will be offered to Members through a rotational list, starting with the Member that accepted the previous overtime. This said rotational list will be maintained by the Chief of Police or Designee, but posted for all Members to view.

6.6 Grant hours will be evenly distributed by the dollar amount secured to each Member fairly. Available grant hours will be posted two (2) weeks prior to the effective date, until the grant expires. If allotted grant hours are not used by a specific Member, it is agreed that the specific Member's grant hours be evenly distributed to the remaining Members by the Chief of Police or Designee.

ARTICLE 7 PERSONAL LEAVE

7.1 All Members shall be granted five (5) personal days per year. Personal Leave can be taken in full days or half (1/2) day increments. Personal Leave shall be considered as time worked.

7.2 All Members shall give the Chief of Police or Designee a written request at least twenty-four (24) hour notice when using Personal Leave.

7.3 If an emergency situation should arise for a Member, Personal Leave may be requested orally by that Member and approved by the Chief of Police or Designee.

7.4 Personal Leave cannot be denied to the Member, only in cases of a declared Village emergency can it be withheld.

ARTICLE 8 COMPENSATORY TIME

8.1 It is understood and agreed that all Members may choose either pay or compensatory time off at the overtime rate, at their option for any and all overtime worked; excluding grant hours which the Member can only receive pay. Compensatory time shall be considered as time worked.

8.2 Annual accumulation of compensatory time will not exceed one hundred twenty (120) hours. Compensatory time will be documented on all Members pay stubs.

8.3 Up to, but not exceeding forty (40) hours of compensatory time may be carried over to the following year.

8.4 Requests to use compensatory time must be submitted no later than two (2) weeks prior to the first date requested off. This request must be submitted personally to the Chief of Police or Designee, who in turn, has seventy-two (72) hours to approve or deny said request. If no response after seventy-two (72) hours, the request is automatically approved.

ARTICLE 9 VACATION TIME

9.1 Each Member after completing one (1) year and less than three (3) years of service shall be allowed five (5) working days' time off, with full pay.

Each Member after having completed three (3) years and less than seven (7) years of service shall be allowed ten (10) working days' time off, with full pay.

Each Member after having completed seven (7) years and less than twelve (12) years of service shall be allowed fifteen (15) working days' time off, with full pay.

Each Member after having completed twelve (12) years and less than seventeen (17) years of service shall be allowed twenty (20) working days' time off, with full pay.

Each Member after having completed seventeen (17) years of service shall be allowed twenty-five (25) working days' time off, with full pay.

***For the purpose of calculating vacation entitlements, each will be based on a calendar year – January 1st to December 31st.*

9.2 Requests to use vacation time must be submitted no later than four (4) weeks prior to the first date requested off. This request must be submitted personally to the Chief of Police or Designee, who in turn, has seventy-two (72) hours to approve or deny said request. If no response after seventy-two (72) hours, the request is automatically approved. Vacation time shall be considered as time worked.

ARTICLE 10
SICK LEAVE

10.1 Each Member after completing ninety (90) days of service and less than five (5) years of service, shall be allowed ten (10) sick leave days off, with full pay.

Each Member after completing five (5) years and less than ten (10) years shall be allowed twelve (12) sick leave days' time off, with full pay.

Each Member after completing ten (10) years and less than fifteen (15) years shall be allowed fifteen (15) sick leave days' time off, with full pay.

***Years of service will be defined as years of service with the Village of New York Mills, unless otherwise agreed upon.*

10.2 Sick leave may be used for injury, illness or disability of a Member or an immediate family member. For the purpose of this section, immediate family member shall be defined as a spouse or child.

10.3 All sick leave for the calendar year will be advanced into each Member's time bank January 1st of each year.

10.4 Members may accumulate unused sick leave from year-to-year to a maximum of eighty (80) days. In case of death, the Member's estate will be paid up to the maximum of eighty (80) days.

10.5 Once Members have accumulated the maximum amount of sick leave allowed, any remaining amount of sick leave that is over the maximum amount on December 31st of that year will be donated to a Sick Bank. The Sick Bank is for Members to use in case of extended illness / injuries and all other time has been exhausted. Members requesting to use Sick Bank days must submit in writing to a designated authorization committee, which will consist of one (1) Ethics Committee person, one (1) Union member, and one (1) Village Board member. The Committee will decide whether to grant time from the Sick Bank. All newly hired Members will donate one (1) sick leave day to the Sick Bank upon accruing said sick leave.

10.6 Workmen's Compensation Absences

Members who are unable to perform the duties of their employment because of injuries received in the service of the Village, and who receives Workmen's Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted from the Members sick leave time. Supplemental pay from sick leave is only payable if said Member has sick leave. In the event the Member does not have accumulated sick leave, no supplemental sum will be paid.

ARTICLE 11 BEREAVEMENT

11.1 Any Member who receives notification of the death of a family member shall be granted a leave of absence from duty that the Member is scheduled to work during the first five (5) days following the date of death, excluding pass days. These days shall not be deducted from any of the Members time banks. The day of death may be used as one of the five (5) days provided the time of death occurs on a scheduled work day, but prior to the Member reporting for said duty.

11.2 For the purpose of this section provision – the term “family member” is defined as a person related to the Member as mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, brother of spouse, sister of spouse, grandparents of spouse, and/or grandchildren.

11.3 One (1) day leave of absence will be granted to a Member to attend services for an aunt or uncle related to the Member or an aunt or uncle of a spouse.

**ARTICLE 12
WAGES**

****Retroactive to June 1, 2014****

12.1 For the purpose of fixing wages for all Members in this Agreement, it is agreed upon to receive the following wage adjustments / steps:

	6/1/2014	6/1/2015	6/1/2016	6/1/2017
Hired after 6/1/2014	---	\$42,000	\$44,500 After 1 st year of service	\$45,410 After 2 nd year of service
Hired prior 6/1/2014	2%	6%	2%	2%
Sergeant	\$46,315 \$49,539	\$49,094 \$52,511	\$50,076 \$53,561	\$51,077 \$54,632

12.2 For the purpose of calculating a year for each step movement, each year will be based on Village budget year – June 1st through May 31st.

12.3 Longevity Increments

- o \$175.00 after completing seven (7) years of service
- o \$350.00 after completing ten (10) years of service
- o \$525.00 after completing fifteen (15) years of service
- o \$700.00 after completing nineteen (19) years of service

***Longevity will be paid annually, by separate check, on the Member's anniversary date after the completion of each recognized years of service.*

12.4 New Members hired after June 1, 2014, with prior "Full-Time" Police experience will be granted a minimum of one (1) year of salary credit for every two (2) years of Police experience, with a maximum of one (1) year of salary credit for each year; the actual amount of salary credit granted will be determined jointly by the Chief of Police or Designee and the Village. New Members with "Part-Time" Police experience will be granted one (1) year of salary credit for every four (4) years of Police experience. No combinations allowed, only time at current status at time of hire.

ARTICLE 13
EDUCATION

13.1 Each Member who has earned a higher education degree from a College or University shall be paid the following:

➤	Associates Degree	\$350.00
➤	Bachelor's Degree	\$600.00
➤	Master's Degree	\$850.00
➤	Doctorate:	\$1100.00

13.2 Education will be paid annually, by separate check, at the beginning of each year.

ARTICLE 14 HOLIDAYS

14.1 Paid Holidays for the purpose of this Agreement are as follows:

- New Year's Eve
- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Member's Birthday
- Floating Holiday*
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

**(accrued January 1st each year as Compensatory Time)*

14.2 All Members shall receive the following compensation in regard to the above mentioned Holidays:

- A. Members who are not scheduled to work on any Holiday will accrue eight (8) hours of Compensatory Time on the date of the Holiday.
- B. Members who are regularly scheduled to work on any Holiday will be given the following options:
 - 1) When regularly scheduled, Members will have the option to either work the scheduled shift or receive a paid day off.
 - 2) When regularly scheduled, Members can work any Holiday at the rate of double time and one-half with no additional time off.
(Ex: Eight (8) hours paid at regular rate plus Eight (8) hours paid at time and one-half)
 - 3) When regularly scheduled, Members can work any Holiday at regular rate and receive twelve (12) hours of Compensatory Time.
(Ex.: Eight (8) hours paid at regular rate plus Twelve (12) hours' time off accrued).

ARTICLE 15
TRAVEL AND MEALS

15.1 Members will be afforded the usage of Village vehicles for travel when conducting authorized Village business or training.

15.2 Members shall be reimbursed at the current “per mile” rate established by the IRS for the usage of their personal vehicle when on authorized Village business or training; only when and if, no Village vehicle is available.

15.3 Members shall also be afforded a meal allowance for any authorized “out of town” Village business or training. For the purpose of this section, “out of town” will mean a thirty (30) mile radius from the Village. Said allowance shall be reimbursed up to and not-to-exceed; per day as follows:

- Breakfast \$10.00
- Lunch \$20.00
- Dinner \$25.00

15.4 Reimbursement will not include alcoholic beverages, and will be paid in a separate pay check once submitted on a Village voucher.

ARTICLE 16
HEALTH INSURANCE

16.1 Members hired prior to January 1, 2005, the Village agrees to provide to all Members and their dependent’s health insurance coverage under the New York State Teamsters Council Health & Hospital Fund, Select Medical Plan – all options, at no cost to the Member. The Village also agrees to fully fund the Plan for Members’, deductibles / co-pays / prescription co-pay costs that may be incurred throughout each year. It is further agreed upon that this amount will be replenished annually for each Member by the Village.

16.2 Members hired prior to January 1, 2005, the Village further agrees to provide the New York State Teamsters Council Health & Hospital Fund, Retiree Plan – Blue PPO, Option 1 to all Members and their dependents upon their retirement at no cost to the Member.

16.3 Members hired after January 1, 2014, the Village agrees to provide to all Members and their dependents health insurance coverage under the New York State Teamsters Council Health & Hospital Fund, Select Medical Plan – all options, at no cost to the Member for Single plan coverage only. The Village also agrees to provide 2-Person or Family coverage to these Members, at a cost to be shared equally (50/50) between Member and the Village.

16.4 Members hired after January 1, 2014, and after completing twenty (20) years of service with the Village, the Village agrees to provide health insurance coverage to the Member only, at a cost to be shared equally (50/50) between Member and the Village, upon their retirement.

ARTICLE 17 RETIREMENT PLAN

17.1 The Village shall contribute to the New York State Retirement System on behalf of the Members who are 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, the maximum amount allowed by the plan.

ARTICLE 18 REIMBURSEMENT OF UNUSED TIME

18.1 Members who elect not to carry over all/or some vacation time or compensatory time shall be paid for said time at the Members regular pay rate. Members will file the proper paperwork with the Village prior to the last pay period in December of each year, and will receive this buyout in a separate paycheck, at the same time receiving the first paycheck of the new year.

18.2 Unused personal leave time will not be carried over year to year, however, Members can elect to be reimbursed at their regular pay rate for said time or convert the time into sick time. Reimbursement for this time will be added and paid in the same check as Section 18.1 of this section.

18.3 Upon retirement, Members will have the option to use or be reimbursed for any / all accumulated vacation time, compensatory time, personal leave time, and / or sick time. Members will be paid for said time at their regular pay rate, in a separate pay check on their separation date.

18.4 A Member who is retiring or resigning must give a written notice to the Chief of Police or Designee and the Village at least ten (10) business days prior to the Members last day, announcing such actions / intentions to receive said reimbursement detailed in Section 18.3 of this section. Members failing to provide such notification will not be reimbursed for any accumulated time.

ARTICLE 19 DISCIPLINARY PROCEDURE

19.1 In the event the Village receives a complaint, either written or verbal, about a Member, for performance or personal related, and the complainant wishes action against the Member, said complaint will be forwarded to the Chief of Police or Designee for action. The Member will then be notified in writing of said complaint and complainant by the Chief of Police or Designee. Per Policy and Procedure, the matter will be resolved at the lowest level first, Sergeant, then Chief of Police or Designee, and if still not resolved, the Police Commissioner.

19.2 In the event the Chief of Police or Designee, determines to bring disciplinary charges against a Member, ***the disciplinary procedure prescribed in Section 75 and 76 of the Civil Service Law shall apply to all Members; except that all parties agree to modify the Civil Service Law Section 75 and 76 procedures as follows:***

- 1) The Hearing Officer shall be selected and agreed upon from a list of names compiled by the Union and the Village.
- 2) The Hearing Officer's findings regarding guilt or innocence shall be binding upon the Member, and the Village but findings regarding penalty shall be a recommendation only, subject to such judicial review as is provided by law; or if the Member accepts such penalty.

ARTICLE 20

GRIEVANCE PROCEDURE

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

- 1) **Member**: Shall mean any person or persons covered by the terms of this Agreement.
- 2) **Grievant**: Shall mean a Member, group of Members, or Union acting on behalf of same, alleging to have a grievance.
- 3) **Grievance**: Shall mean any claimed violation, misinterpretation or inequitable application of the Agreement.

20.2 **General**

- 1) Each Member 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 Union at all stages of the Grievance Procedure.
- 2) Written responses required from the grievant hereunder shall first be submitted to the Chief of Police or Designee; written responses required of the Chief of Police or Designee hereunder shall be submitted to the Member and the Union.

- 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 Member or the Union 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 Member and/or Union, as the case may be; enter into signed stipulation of settlement setting forth the terms resolving the grievance. Settlement of a grievance by mutual agreement between a Member and the Village without participation or signature of the Union 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 Member or the Union to meet the various time limits shall render the grievance null and void.

20.3 Procedure

Step 1: Chief of Police or Designee

A Member or the Union shall present the grievance in writing to the Chief of Police or Designee not later than the date described in Section 20.2.3 hereof. The Chief of Police or Designee shall issue a written decision to the Member(s) and the Union by the end of the seventh (7th) calendar day after receipt of the grievance.

22.2 The Village will also supply all Members with the necessary and standard equipment utilized for Officer Safety and daily duties. Any equipment / uniforms damaged will be turned into the Chief of Police or Designee and be replaced at that time for duty usage. Said item will not be considered a bi-yearly maintenance item.

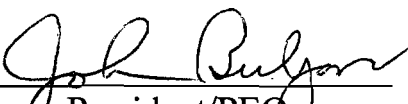
22.3 The Village also agrees to provide maintenance/repairs of all uniforms/equipment, which shall include annual cleaning of jackets.

DURATION OF AGREEMENT


The term of this Agreement shall be from the **first day of June 2014** and shall terminate on the **thirty first day of May 2018**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and/or is replaced by another signed Agreement.

For the Union
Teamsters Local 294

For the Village
Village of New York Mills



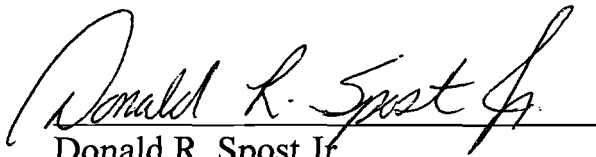
John Bulgaro, President/PEO



John Bialek, Mayor

Date: 5/28/15

Date: 5/26/15
5/26/15 J3



Donald R. Spost Jr.
Field Representative

Date: 4/29/15