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AGREEMENT BETWEEN

VILLAGE OF POTSDAM

AND

POTSDAM POLICE PROTECTIVE ASSOCIATION

JUNE 1, 2004 THROUGH MAY 31, 2006

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POLICE EMPLOYEE CONTRACT

This contract is between THE VILLAGE OF POTSDAM, NEW YORK, hereinafter referred to as the “Village”, and THE POTSDAM POLICE PROTECTIVE ASSOCIATION, hereinafter referred to as the “Association”, for the period from June 1, 2004 through May 31, 2006.

ARTICLE 1 - UNIT

Section 1. This contract includes and applies to all lieutenants, sergeants, investigator/detective, patrolmen, dispatchers, clerical employees, and meter enforcement officers of the Village Police Department, whether full time, permanent, or provisional employees.

Section 2. Definitions.

Probationary Employee: An employee appointed by the Village Board of Trustees as a permanent employee, who may be terminated without cause during the probationary period.

Provisional Employee: An employee appointed by the Village Board of Trustees to a particular position pending taking and successfully passing a Civil Service examination for the position, with a score high enough to be appointed to the position as a permanent employee. Provisional employees shall be reappointed every nine months unless properly appointed as a permanent employee earlier.

Permanent Employee: An employee appointed by the Village Board of Trustees to a particular position on a permanent basis.

Permanent Part-time Employee: An employee appointed by the Village Board of Trustees to a part-time position on a permanent basis. Such permanent part-time employee who works twenty (20) or more hours per week, shall be entitled to all benefits on a pro rata basis.

Full Time Employee: An employee appointed to probationary, provisional, or permanent status working the specified number of hours and days per week required by his or her particular position, a minimum of forty (40) hours per week and eighty (80) hours per pay period.

ARTICLE II - RECOGNITION

Section 1. The Association, having heretofore presented appropriate evidence that it represents the majority of the employees represented in Article I, is therefore recognized as the employee organization representing said employees for the purpose of collective negotiations with the Village.

Section 2. Upon receipt of proper authorization, the Village shall deduct Association monthly dues on a pro rata basis and shall remit the monies to the Association on a bi-weekly basis. The Association agrees to indemnify and hold harmless the Village from any cause of action, claims, loss, or damages incurred as a result of this clause.

All deductions under the Article shall be subject to revocation under Section 93-b of the General Municipal Law, as amended by the employees who executed such assignments upon giving written notice to that effect. Such notice shall be given to the Village Treasurer. The Village Treasurer shall thereafter cease withholding any monies whatever under such check-off authorization.

Assignees shall have no right or interest whatsoever in any money duly withheld until such money is actually paid over to them. The Village or any of its officers and employees shall not be liable for any delay in carrying out such deductions and upon forwarding a check, payment of such deductions by mail to the assignee's last known address. Further, the Village and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE III - RECIPROCAL RIGHTS

The Association recognizes that the management of the Village shall have the sole and absolute right, responsibility, and prerogative of management of the affairs of the Village and direction of the working force, including, but not limited to, the following:

- (a) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Village Police Department.
- (b) To establish or continue policies, practices, and procedures for the conduct of Village business, and from time to time, to change or abolish such policies, practices, or procedures.
- (c) To discontinue processes or operations or to discontinue their performance.
- (d) To select and to determine the number and types of employees required to perform Village Police Department operations.
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Village, provided that such rules and regulations are made known in a reasonable manner to Village Police Department employees.
- (f) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees of the Village Police Department.

ARTICLE IV - BAN ON STRIKES AND LOCKOUTS

It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or similar action which would involve suspension of or interference with normal work performance, and the Village will not instigate any form of employee lockout.

The Village shall have the right to discipline or discharge any employee encouraging, fomenting or participating in a strike, slowdown, or other such interference.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. The basic work week for Lieutenant, Sergeant, Investigator/Detective, Juvenile Officer, Patrolman, Typist, Dispatcher, and Meter Enforcement Officer will be forty (40) hours per week, based on five (5), eight (8) hour working days. The basic eight (8) hour shift will be an unbroken eight (8) hours and does not provide for a lunch period. A twelve (12) hour shift may be instituted for police personnel provided: a) it has the approval of the Chief of Police and b) all affected personnel are in agreement to working twelve (12) hour shifts. The twelve (12) hour shift will be an unbroken twelve (12) hours and does not provide for a lunch period.

Section 2. Due to possible shift changes and scheduling, sergeants and patrolmen may work less than forty (40) hours in one week of the pay period and more than forty (40) hours in the other week of the pay period. In order to allow a regular amount of pay each pay period, each of these employees will be paid 1/26th of his/her annual salary rate for twenty-six (26) pay periods. In order to be paid this amount, the employee must actually work eighty (80) hours during the two (2) week period. Any approved leave time will be paid in lieu of time actually worked during a pay period, but if the combination of actual time worked and leave time paid does not total (80) hours, the pay amount for the period will be reduced to the appropriate number of hours worked and leave taken.

Section 3. Overtime hours, those worked in excess of the basic work week, will be compensated for at one and one-half (1 1/2) times the basic hourly rate. A basic hourly rate is the annual salary rate divided by 2080 hours. Overtime hours will be determined on the basis of hours actually worked each basic week of the pay period. Only hours actually worked will be considered, but compensatory time off, sick leave, and vacation leave, will be considered as time worked for the purposes of overtime. Only the actual hours worked on a holiday will count toward the basic workweek when determining an employee's hours for overtime. Personal leave taken during the basic workweek will not be considered when determining an employee's overtime hours. Overtime rate will not be paid for hours worked over the basic work week when caused by scheduling outlined in Section 2. Female employees called in to work as matrons for female prisoners during hours other than their regular scheduled hours, will be paid at the

overtime rate, regardless of actual time worked during her basic work week.

The Lieutenant, Investigator/Detective, and Juvenile Officer will each be compensated for overtime at the rate of eight percent (8%) of their base salary each pay period. This compensation does not apply to those instances where the Lieutenant, Investigator/Detective, or Juvenile Officer are called on their time off to trials, hearings, ordinary transports, etc. In those instances overtime will be paid upon approval of the Chief of Police.

Any and all overtime is to be approved by the Chief of Police or, in his absence, the Duty Officer in command.

Section 4. Employees who attend job related training courses and who thereby accrue overtime shall have the choice of receiving such overtime in either pay at time and one-half, or in compensatory leave at time and one-half, subject to the following limitations:

- (a) The Chief of Police must consent to the election of compensatory time.
- (b) No employee shall carry more than sixty (60) hours of compensatory time awarded pursuant to this section; and
- (c) No employee shall receive more than eight (8) hours of pay per day for attendance at a training course. If the time at school in combination with other hours worked causes the employee to exceed a forty (40) hour workweek, the employee will be paid at time and one-half for those hours which exceed forty (40).

Section 5. Overtime will be given when possible to an employee of equal rank.

Section 6. No employee's regular shift will be adjusted to avoid payment of overtime, except as follows:

- (1) Sworn Officers:

The Chief of Police has the right to change the least senior officer(s) schedule to provide coverages for absences for sick leave, 207 (c) of the G.M.L., or training for five (5) or more work days, regardless of other provisions of this Article. Affected personnel shall be given five (5) days notice in the case of training.

- (2) Non-Sworn Officers:

The Chief of Police may change shift assignment to cover for extended sick/workmen's compensation leave after ten (10) days or more. In the event of such affected personnel will be given five (5) days notice.

Section 7. Fifty (50%) percent of all remaining compensatory time on the books, earned prior to 6/1/98 shall be paid to employees in the first pay period of May 1999 at the 1997-98 hourly rates. Also, all remaining compensatory time on the books earned prior to 6/1/98 shall be paid to employees in the first pay period in May 2000 at the 1997-98 hourly rate. The Union

may submit in March 1999 a document for a different payment schedule, provided the total dollars do not exceed the fifty (50%) percent levels noted herein and all compensation time earned prior to 6/1/98 is paid off by May, 2000.

Employees may earn compensatory time on or after 6/1/98, but employees may carry over to the subsequent year a maximum of forty (40) hours; all other hours of compensation time accumulated as of April 30th shall be paid in the first full payroll period of the subsequent May.

Section 8. K-9 Officer will work a schedule with four (4) hours per week less than other Patrol Officers to compensate the K-9 Officer for care, feeding and treatment of the canine. The K-9 Officers schedule shall be posted at the same time as other Patrol Officers. Changes in the posted schedule shall be by mutual agreement of the Police Chief or designee and the K-9 Officer.

Section 9. Use of Part-Time Officers

- (a) Part-time persons must be paid at the same rate of the position that they are filling, the same rate the full time employees are paid.
- (b) During unusual, catastrophic events, or emergencies, Management and PPPA will work together to settle staffing requirements before hiring part-time personnel.

ARTICLE VI - SALARY AND WAGE SCHEDULE

Position	2004-05 (2.55%)	2005-06 (3.10%)
Lieutenant	\$51,984	\$53,595
Sergeant	\$47,296	\$48,762
Detective Investigator	\$42,869	\$44,198
Patrolman:		
1st year	\$33,663	\$34,707
2nd year	\$38,423	\$39,615
3rd year	\$40,925	\$42,193
6th year	\$42,869	\$44,198
Typist	\$32,412	\$33,417
Dispatcher		
1st year (hired after 7/1/04)	\$22,458	\$23,155
2nd year	\$23,806	\$24,544
3rd year	\$26,356	\$27,173
4th year	\$28,380	\$29,259
Meter Officer	\$28,005	\$28,874

Section 1. Shift Differential. Effective June 1, 2004, a shift differential premium of \$0.30 per hour will be paid for all hours worked from 4:00 p.m. until midnight. A shift differential premium of \$0.60 per hour will be paid for all hours worked from midnight to 8:00 a.m.

Section 2. Wage increases will become effective the first day of June for each of the two years of the contract.

Section 3. Patrolman and Dispatcher steps in salary will be determined by employment anniversary date with the Village of Potsdam. Promotion to step increases will be made the first payroll period in January and in June, of each year. Employees with anniversary dates between June 1 and January 1 will continue on step until January, those with anniversary dates between January 1 and June 1 will continue on step until June.

Section 4. The Lieutenant shall be paid three hundred dollars (\$300.00) on the first pay period each June for clothing allowance. The officers assigned as Juvenile Officer or Investigator/Detective shall be paid five hundred dollars (\$500.00) on the first pay period each June for clothing allowance.

Section 5. Employee who has no absences (sick including family leave days, Worker Comp., Disability, §207(c), etc.) for each three (3) month period commencing 6/1/98 shall receive \$75.00 per quarter.

ARTICLE VII - VACATIONS

Section 1. All department employees with provisional or permanent status will start to accumulate vacation time one (1) month after their date of appointment with credit for the first month at the following rate:

<u>Years of Service</u>	<u>Days per Month</u>	<u>Days per Year</u>
1 - 5	1.25	15
6 - 10	1.50	18
11 - 15	1.75	21
16 - 20	2.00	24
21 & up	2.25	27

Section 2. Vacation leave will not be granted to any employee who has not satisfactorily completed at least six (6) months continuous employment. Vacation leave will not be granted before vacation time has been earned. Vacation time will not be accrued during the period of any unpaid leave.

Section 3. Vacation earned by an employee may be accumulated up to maximum of one and one-half (1 1/2) times that employee's annually earned vacation. (Example: a person with three (3) years service could accumulate a maximum of 1 1/2 x 15, or 22 1/2 working days.) Unused vacation after said maximum accumulation shall be forfeited.

Section 4. The Chief of Police shall submit a Department Vacation Schedule to the Village Administrator each fiscal year, no later than June 1. Employee vacations will be scheduled in accordance with the workload of the department and seniority shall prevail whenever possible in determining the choice of vacation times. It shall be the responsibility of the Chief of Police to limit the number of employees off on vacation time at one time. Any change in the vacation schedule, after submittal, can only be made by recommendation of the Chief of Police and approved by the Village Administrator.

The Chief will cause the vacation schedule request to be posted no later than 1 April of each year. All bargaining unit members will have their request listed no later than 1 May of the same year. If a bargaining unit member does not have their request filed by 1 May, that person shall receive whatever is available as determined by the Chief. If all members have their request filed by 1 May and the vacation schedule is not posted by 1 June of the same year, the bargaining unit has the right to file a grievance to that effect.

Section 5. Each department employee with five (5) years or less of service shall take at least five (5) consecutive days of vacation each fiscal year. Department employees with more than five (5) years of service shall take at least two periods of five (5) consecutive days of vacation each fiscal year.

Section 6. In the event a legal holiday falls within an employee's vacation period, the holiday shall not be charged as vacation.

Section 7. Upon termination of employment, the employee shall be compensated for all earned, accumulated vacation (see Section 3) up to the date of termination at his or her salary rate, provided a two (2) week written notice of termination of resignation is given, and provided separation is for reasons other than a criminal nature.

ARTICLE VIII - SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT

Section 1. All provisional or permanent department employees shall be entitled to accumulate sick leave credits at the rate of one and one-quarter (1 1/4) days per month.

Section 2. Sick leave may be accumulated in the following manner:

- (a) An employee may accumulate up to a maximum of two hundred (200) working days of sick leave (1,600 hours) earned in accordance with Section 1 of this Article.
- (b) In addition to sick leave accumulation earned in accordance with paragraph (a) of this section, an employee may accumulate unused personal leave days earned pursuant to section 7 of this article, as accumulated sick leave. Accumulations pursuant to this paragraph shall be forfeited when an employee has reached the two hundred day/1,600 hour maximum pursuant to paragraph (a).

Section 3. Sick leave credit shall not be earned for the period an employee is on leave of

absence without pay, on sick leave for more than ten (10) working days in any one (1) month, or taken off the Village payroll. Sick leave shall not be taken in any less than one hour increments.

Section 4. The Village Treasurer's Office shall maintain an individual sick leave record for each department employee.

Section 5. A sworn police officer who is injured on the job and is eligible to draw workmen's compensation benefits will abide by the laws provided in the Taylor Law of New York State and the General Municipal Law. The Village's initial determination that the employee was not injured on duty shall be grievable (including Arbitration). Any other employee who is injured on the job and is eligible to draw workmen's compensation benefits is subject to the following:

- (a) The Village shall, upon request of the non-sworn injured employee, supplement said employee's compensation payments to provide an amount equivalent to his or her normal pay rate by drawing on any unused accumulated leave of that employee. In no case shall an employee on compensation receive more than his or her normal pay from combined sources, (village and compensation board), nor shall the Village make any supplemental payments to the employee after all accumulated leave has been used.
- (b) An employee receiving compensation benefits while on the job shall be considered as being on leave of absence and said absence shall not constitute a break in service.

Section 6. The Village Administrator, after three (3) consecutive days of sick leave may require an employee who has taken sick leave to produce a doctor's certificate explaining the nature and degree of the sickness. Abuse of sick leave may result in disciplinary action.

Section 7. All employees with permanent or provisional status shall be entitled to four (4) personal leave days with pay, per year. Said leave is not accruable from year to year and subject to the approval of the Chief of Police, or in his absence, the Lieutenant. One (1) day of personal leave may be taken without a reason.

Section 8. A maximum of six (6) family leave days may be used annually for the purpose of providing health care to the employee's immediate family (as defined in Section 9 below). Family leave days shall be deducted from the employees accumulated sick leave.

Section 9. All employees with permanent or provisional status shall be entitled to eight (8) bereavement days with pay, per year, but a maximum of four (4) days per death. Said leave is not accruable from year to year. Said leave may be used upon the death of the employee's parent, spouse, child, brother or sister, grandparent, or spouse's parent, brother or sister. Exceptions are subject to the approval of the Chief of Police or in his absence, the Lieutenant.

Section 10. Sick Leave Policy. The Potsdam Police Department Policies and Procedures "Sick Leave" policy, number 14.6, dated May 16, 2001 is attached to this

contract as Appendix A and is made a part of this contract.

ARTICLE IX - HOLIDAYS

Section 1. All permanent and provisional employees shall be entitled to the following paid holidays:

New Years Day	Columbus Day (10/12)
Washington's Birthday (2/22)	Election Day**
Easter Sunday	Veteran's Day (11/11)
Memorial Day (5/30)	Thanksgiving Day***
Independence Day (7/4)	Christmas Eve
Labor Day*	Christmas Day

*1st Monday in September. **1st Tuesday in November. ***3rd Thursday in November.

Section 2. If a department employee is required to work on any holiday specified in Section 1, he or she will be compensated at twice the regular pay for the actual hours worked on that holiday.

Section 3. If a holiday falls on the scheduled day off of any employee, he or she will be allowed eight (8) hours of compensatory time off to be taken at a time approved by the Chief of Police.

Section 4. If a department employee is scheduled to be off on any holiday but is required to work, he or she will be paid twice the regular rate of pay for the actual hours worked and will be given an equal number of hours compensatory time off.

Section 5. If a department employee is scheduled to work on a holiday, but is unable to work because of sickness or personal matters, he or she may use sick leave, personal leave or vacation leave for that holiday and be entitled to any equal amount of compensatory time off at a later time for the holiday.

Section 6. Only the actual hours worked on a holiday will count toward the basic workweek when determining an employee's hours of overtime.

Section 7. All holidays shall be taken on the date appearing in Section 1. Except for New Years Day which shall begin at four o'clock P.M. on December 31st and end at four o'clock P.M. on January 1st.

ARTICLE X - LONGEVITY

Section 1. All full time department employees with permanent or provisional status shall receive a longevity increase in salary according to the following schedule:

Step 1	After 3 years of service	\$100.00 each year
Step 2	After 5 years of service	\$300.00 each year

Step 3	After 10 years of service	\$600.00 each year
Step 4	After 15 years of service	\$900.00 each year
Step 5	After 20 years of service	\$1,200.00 each year

Section 2. Longevity payments shall be made to each eligible employee on the first (1st) payday in December of each year.

Section 3. Employees who are on an approved leave of absence for more than twenty (20) consecutive days in a contract year shall have their annual longevity payment reduced on a proportional basis. The contract year is presumed to contain 260 working days. The Village Board shall have the discretion to waive this reduction on a case-by-case basis without setting precedence on any particular case. Full payment will be made for employees taking 20 days of leave of absence or less in the year. The formula for reduced payment will multiply the number of days worked times the scheduled longevity payment and divide that sum by 260. Example: A person eligible for a \$600 longevity payment with 20 days of approved leave absence will receive full longevity payment. A person eligible for a \$600 longevity payment with 65 days of approved leave of absence will receive $195 \times \$600$ divided by 260 = \$450.00.

Section 4. If an eligible employee is terminated prior to the first (1st) pay day in December, he or she will be compensated for the annual longevity increment for the fiscal year provided he or she has reached the anniversary date of their employment with the Village at the time of termination.

ARTICLE XI - JURY AND MILITARY RESERVE TRAINING DUTY

Section 1. Any department employee in a permanent or provisional status who shall be called for jury duty and cannot be excused, shall be paid the difference between his or her salary and the amount he or she receives for jury duty, provided valid proof of such jury duty is submitted to the Village Treasurer’s Office. While on jury duty, the employee will continue to accumulate vacation and sick leave according to Articles VII and VIII.

Section 2. Any department employee in a permanent or provisional status who is a member of an active military reserve unit which requires annual periods of training shall be paid his or her salary during such periods of training, not to exceed thirty (30) days in any one (1) year period, providing valid proof of such duty is submitted to the Village Treasurer’s Office. While on training duty, employee will continue to accumulate vacation and sick leave according to Articles VII and VIII.

ARTICLE XII - LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay up to six (6) months may be granted by the Village Administrator. This may be for medical purposes, however such leave shall not be used for the purpose of seeking other employment. Health and dental insurance coverage will be continued at no cost to the employee. There will be no break in service or retirement, however the employee will not earn any longevity pay credit or other leave credits during the leave of absence. The Village

shall have the right to terminate an employee if s/he fails to return after such absence unless a medical extension is requested.

Additional six (6) months leave of absence (for a total of twelve (12) months) will be granted by the Village Board for demonstrated medical purposes. Health and dental insurances will be continued during the six (6) month extension at no cost to employee. There will be no break in service or retirement, however the employee will not earn any longevity pay credit or other leave credits during the leave of absence. The employee shall be terminated if s/he fails to return after one (1) year of absence, however, the Village Board may waive this on case-by-case basis without setting precedence.

ARTICLE XIII - MATERNITY LEAVE

Section 1. Any employee who is incapable of performing her duties because of maternity disability may utilize any and all accumulated leave credits during such absence.

Section 2. A maternity leave shall be considered to commence on the date when the employee is no longer capable of performing her duties and shall end on the date that an employee can resume the performance of her duties.

Section 3. The employee may be requested or required to bring in a physician's note to verify the date when the employee is not capable of performing her duties or when the employee is capable of returning to work. In addition, the employee may be required to submit to a physical examination by a physician of the Village's choice to verify the starting and ending date of such maternity leave.

ARTICLE XIV - RETIREMENT

Section 1. The Village shall continue in force the present New York State Non-Contributory 1/60 retirement plan for all eligible department employees. Section 75-G Non-Contributory 1/60 for eligible employees and Tier 3 employees; CO-ESC Article 14 for eligible employees.

Section 2. The New York State Non-Contributory 20 Year Plan as provided under Section 384-d (Special 20 Year Plan) will be made available to eligible employees so electing to be covered by that plan. Employees who elect to remain in the Special 25 Year Plan (Section 384) may do so as allowed by regulations of the New York State Employees Retirement System.

Section 3. Civilian department employees shall be credited for unused sick leave upon retirement up to a maximum of one hundred sixty five (165) days in accordance with the enabling provisions specified by Section 41j of the New York State Retirement and Social Security Laws.

Section 4. The Village agrees to purchase option 302(9)d for eligible Tier 1 employees, to be effective June 1, 1982.

ARTICLE XV - HEALTH INSURANCE

Section 1. (a) The Village shall provide Health Insurance with prescription drug plan, major medical, dental and vision care for all eligible employees and their dependants according to the cost sharing basis in (b) below. The Village retains the right to provide an equivalent plan with the same or different provider, or to make revisions to the current plan, after consultation with and agreement by the Association. The deductible for current or revised major medical coverage shall be \$200/\$400, or as close to that as possible if the plan is revised. The prescription plan shall be a 3-tier plan with \$5 generic/\$15 preferred/\$25 non-preferred retail co-pay and \$5/\$30/\$50 mail-in co-pay or as close to that as possible if the plan is revised.

(b) All persons hired after June 1, 2001 will pay 5% of health insurance costs. The following PPPA members will be exempt from paying 5% of the health insurance costs while employed and during retirement:

David Bartlett
Kevin Bates
Robbie Feefe
Donald Hoyt
Dale Culver

James Kelly
Neal Martin
James Mason
Leonard Oney
Janice Sexton

Joseph Smith
Scott Thompson
Edward Tischler
Mark Wentworth
Mark Whalen

Section 2. Where an employee retires pursuant to Article XIV, he or she shall be entitled to health insurance protection in the following manner:

- (a) For police officers hired before June 1, 2001 who have a sick leave balance of at least one hundred thirty five (135) days, the Village agrees to pay one hundred percent (100%) of the cost for individual and one hundred percent (100%) of the cost for family health insurance coverage. For police officers hired on or after June 1, 2001 who have a sick leave balance of at least one hundred thirty five (135) days, the Village agrees to pay ninety five percent (95%) of the cost for individual and ninety five percent (95%) of the cost for family health insurance coverage. Retirees will pay the same co-pays and deductibles as other members. Any increase in the future for sharing of premiums will apply to retirees in the same amounts as other employees in similar premium sharing tiers.
- (b) In exceptional cases and for good cause, the Village Board of Trustees may waive the one hundred thirty five (135) day requirement contained in paragraph a, above.
- (c) For police officers who do not qualify under paragraphs (a) or (b) above, the Village will pay fifty percent (50%) for the individual's coverage and thirty five percent (35%) for the dependant coverage, pursuant to Section 167(2) of Civil Service Law.
- (d) For civilian department employees hired before June 1, 2001, the Village agrees to pay one hundred percent (100%) of the cost of individual health insurance upon retirement.

For civilian department employees hired after June 1, 2001 the Village agrees to pay ninety five percent (95%) of the cost of individual health insurance upon retirement upon the condition that the retiree make timely payments for the remaining five percent (5%). The retiree shall have the option of purchasing dependent coverage through the Village insurance plan upon the condition that the retiree make timely payment for the full cost of such dependent coverage.

Section 3. In the event of the death of the employee, the spouse will have the option of remaining covered by the health insurance plan at no cost to the Village. The total cost will be paid by the surviving spouse.

Section 4. Health Insurance nationwide is an increasingly expensive benefit offered to employees. In an effort to help control spiraling costs, the Union agrees to work with Management, other unions, and other employees to come up with alternate plans and approaches which will help minimize this problem. Both Union and Management understand an exact replication of the current plan may not be possible. As such, they will strive to provide a health care package as similar to the current package, but with a balance between benefits and cost. The Union shall have ratification rights with respect to a modified health care package.

ARTICLE XVI - LIFE INSURANCE AND DISABILITY INSURANCE

Section 1. The Village will provide life insurance in the amount of twenty four thousand dollars (\$24,000.00) for each employee at a monthly cost of eight dollars (\$8.00) deducted from the salary of each employee.

Section 2. The parties agree that the Village has the option of changing carrier, but must maintain the benefits in equal or greater amounts.

Section 3. The Village will provide disability insurance at a maximum cost of one dollar and twenty cents (\$1.20) per pay period for all eligible employees. The Village agrees to abide by the General Municipal Law concerning other aspects of disability.

ARTICLE XVII - OTHER EMPLOYMENT

Other employment is defined for the purpose of this agreement as: occasional, intermittent, unscheduled work or activity for an employer other than the Village of Potsdam, including self-employment. All employees who are engaged in other employment shall submit all information regarding that employment on a yearly basis, in January of each year, to the Police Chief. No department employee shall engage in other employment, if such employment is deemed to be detrimental to the performance of the employee's duties and responsibilities as a village employee. All departmental employees will request prior approval for all other employment from the Chief of Police and the Village Administrator.

ARTICLE XVIII - PHYSICAL EXAMINATION

The Village agrees to pay no more than three hundred dollars (\$300.00) for physical examinations during the contract period, by a physician or physicians of his or her choice, provided the employee permits the Village access to medical findings of such examination. However, the Village will not pay for any medical services incurred by the employee, and in no event shall the cost to the Village exceed the sum of three hundred dollars (\$300.00).

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. All department employees shall have the following grievance procedures available for the resolution of difficulties that may, from time to time, arise during the term of this agreement.

Section 2. The Village agrees to recognize a grievance committee, which shall consist of the members of the department who have been designated to negotiate the present contract.

Section 3. Grievance Steps:

Step 1. The committee will reduce the grievance to writing and submit it to the Chief of Police within eight (8) calendar days of the event that gave rise to the grievance. The Chief will have five (5) days to meet with the grievance committee and settle the matter. If no agreement is reached, the agreement will proceed to step two.

Step 2. The grievance will be submitted within eight (8) days of the meeting at Step 1 or within eight (8) days from the date that the meeting at Step 1 should have been scheduled, in writing, to the Village Administrator, who will have ten (10) days to meet with the grievance committee and settle the matter. If no agreement is reached, the matter will go to step three after ten (10) days.

Step 3. The grievance will be submitted, in writing, to the Mayor or Acting Mayor, who will have fifteen (15) days to meet with the grievance committee and settle the matter. If no agreement is reached, the matter will then go to step four after fifteen (15) days.

Step 4. The committee will submit the grievance, in writing, to the Village Board of Trustees, who will have twenty (20) days to meet with the grievance committee and settle the matter.

The decision of the majority of the Village Board of Trustees shall be final and binding upon the parties and the Association agrees to abide thereby.

In the case of grievances of sworn police officers, if the Association does not agree with the settlement reached by the Village Board of Trustees, the Association may proceed to Step 5, if it files a Demand for Arbitration to the Village Administrator within twenty (20) days of the Village Board of

Trustees' decision.

Step 5. The Association reserves the right to have the grievance heard by a third disinterested party such as P.E.R.B., whose findings will be final and binding upon the parties and the Association agrees to abide thereby.

Section 4. The Village Administrator stands ready at any time to meet with the duly elected or appointed Association officials on any matter concerning the Association and the Village. Reasonable time off without charge shall be the rule for employees attending matter for the purpose of adjusting grievances and negotiating subsequent contracts.

ARTICLE XX - DISCIPLINE AND DISCHARGE

Section 1. Applicability - The following disciplinary procedure is applicable to all permanent employees regardless of their jurisdictional classification in the bargaining unit and is meant to replace Sections 75 and 76 of the Civil Service Law and will be used exclusively in lieu thereof.

Section 2. Cause - An employee shall not be subjected to any disciplinary action except for incompetency, insubordination, misconduct or for other just cause.

Section 3. Contents of Notice of Discipline - The Notice of Discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought, including references to dates, times and places. The notice will also contain the penalty.

Section 4. Service of Notice of Discipline - Service of Notice of Discipline on the employee shall be made by personal service, if possible. If such service cannot be made by personal service, service shall be made by registered or certified mail, return receipt requested. A copy of the Notice of Discipline will be served simultaneously on the PPPA Unit President. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the Notice of Discipline.

Section 5. Burden of Proof - The Burden of Proof shall rest upon the employer.

Section 6. Employee Rights

(a) An employee shall be entitled to be represented by the Union or the employee's representation at each step of the procedure.

(b) No employee shall be required to submit to an interrogation by a Supervisor or department head if the information sought is to be used against the employee in a disciplinary proceeding or after a notice of discipline has been served on such employee or after the employee's resignation has been requested, unless the employee is notified in advance that he/she has the right to have PPPA representation during

such proceeding.

- (c) No employee shall be requested to sign any statement regarding his/her incompetency or misconduct unless the employee is offered the right to have Union representation.
- (d) No recording device or stenographic or other record shall be used during an interrogation, unless an employee is advised in advance, is offered the right to have Union representation, and will be provided with a transcript of such recording or stenographic record.
- (e) Each side is responsible for payments of its representation and witnesses.

Section 7. Procedure - Upon receipt of the charges, an employee shall have seven (7) calendar days to file a disciplinary grievance. Each grievance shall be filed with the Village Administrator who shall call a meeting within seven (7) calendar days thereafter to consider and resolve, if possible, the grievance. The Village Administrator has seven (7) calendar days from the date of the meeting to issue a decision on the grievance. In the event the grievance is not resolved by the Village Administrator the grievance shall be immediately made subject to arbitration. In any event, the filing of such a grievance shall be considered to be a demand for arbitration. The parties agree to use an arbitrator from the panel of arbitrators and follow established guidelines as to the selection of the arbitrator.

Section 8. Arbitration

- (a) The disciplinary arbitration hearing should be held within sixty (60) calendar days after the selection of the arbitrator. A decision should be rendered within thirty (30) calendar days of the close of the hearing following the filing of briefs or within thirty (30) calendar days after receipt of transcripts, if either party elects a transcript as provided in this Article, or within any other period of time as may be mutually agreed to by the Union and the employer.
- (b) The disciplinary arbitrator shall render a decision as to guilt or innocent and the appropriateness of the proposed penalty and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article, including but not limited to, the timeliness of the filing of the disciplinary grievance, and whether the notice of discipline was properly serviced in accordance with the provisions of this Article. Where the arbitrator finds the proposed penalty to be improper, he/she shall determine an appropriate penalty, but in no case shall he/she impose a penalty more severe than that sought by the employer. The disciplinary arbitrator shall neither add to, subtract from or modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to the above shall be final and binding upon the parties. The cost of the Arbitrator shall be borne equally by the PPPA and the Village.
- (c) Permanent panel of Arbitrators shall be Douglas Bantle, Thomas Rinaldo, Jeffrey Selchick and Michael A. Lewandowski. The panel shall be selected on a rotating

basis as listed herein.

ARTICLE XXI - UNIFORMS

Section 1. All department employees will be furnished with regulation uniforms and equipment, as well as the cleaning and maintenance of uniforms.

Section 2. The wearing of body armor shall be mandatory for all officers while on duty.

ARTICLE XXII - BULLETIN BOARDS

The Association shall have the right to post meeting notices and other communications concerned with the conduct and administration of local Association business on bulletin boards maintained on the premises and facilities of the Village. Any posting shall have prior approval of the Village Administrator, and approval will not be unreasonably delayed.

ARTICLE XXIII - MINIMUM CALL OUT TIME

The Village agrees that minimum call out time for all hourly employees shall be two (2) hours. The minimum call out provision does not apply to continuations of the workday. Employees who are subpoenaed to court or an administrative hearing will be guaranteed a minimum call out time of three (3) hours.

ARTICLE XXIV - SENIORITY

The seniority of each employee dates from his or her first day of full time employment with the Village. Layoffs, promotions, and transfers shall be governed by ability, competence, skill and fitness, with consideration given to seniority if all other qualifications are equal; and all requirements of the Civil Service Law are met.

ARTICLE XXV - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had opportunity to present and discuss proposals on any subject which is (or may be) a mandatory subject of collective bargaining. Any prior commitment or agreement between the Village and the Association or any individual employee covered by the agreement is hereby superseded.

ARTICLE XXVI - VALIDITY

If any clause, sentence, paragraph, or section of this contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall be expressly limited to such clause, sentence, paragraph, or section, and shall not affect the remainder of this contract.

ARTICLE XXVII - MANDATORY CLAUSE

The Village and the Association agree that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until appropriate legislative body has given approval.

ARTICLE XXVIII - ACCESS

Section 1. A duly authorized representative of the Association designated in writing after reporting to the office of the Village Administrator, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of his or her visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits will not be permitted to interfere with, hamper, or obstruct normal operations.

Section 2. Personnel File

(1) There shall be only one official personnel file maintained for each employee, which shall contain copies of personnel transactions, official correspondence, leave credit records, written performance ratings, and other material necessary for financial and personnel matters.

(2) The file shall be kept in the office of the Village Payroll Clerk. No other parts of that file nor any other file shall be kept by anyone else.

(3) Except for routine personnel transactions and letters of recommendation obtained in connection with the employees initial employment by the Village, a copy of any document(s) placed in the file shall be sent to the employee at the time of placement in the file.

ARTICLE XXIX - CONFERENCE DELEGATES

A total of ten (10) days will be allowed for departmental employees to attend P.B.A. meetings or conferences each year without loss of pay. Attendance will be limited to two (2) employees duly elected as delegates of the Association. No travel or expense allowance will be made by the Village of Potsdam.

ARTICLE XXX - ASSOCIATION MEETINGS

On-duty personnel will be allowed to attend regular meetings of the Association when held in a location to permit immediate response by such personnel. A maximum time of two (2) hours per month will be allowed for attendance at said meetings.

ARTICLE XXXI - LABOR-MANAGEMENT COMMITTEE

A labor-management committee will be formed. The membership will consist of the Chief of Police, Lieutenant, and two (2) Potsdam Police Protective Association representatives. The

Union will also have the option of having other union members at the meeting. The Chief shall have the option of inviting other Village management officials to meetings. Special Guests may be invited if they are mutually agreed upon by both Union and Management. The meetings will initially be quarterly; if it is found that more frequent meetings are needed, they will be scheduled accordingly. The meetings will be held at a mutually agreed upon time that is equally available for all parties.

VILLAGE OF POTSDAM

Ruth F. Garner, Mayor

Michael D. Weil, Village Administrator/Negotiator

David H. Fenton, Village Treasurer/Negotiator

Daniel J. Hayes, Village Trustee/Negotiator

John Kaplan, Police Chief/Negotiator

POTSDAM POLICE PROTECTIVE ASSOCIATION

Donald E. Hoyt, Negotiator and Union President

Kevin Bates, Negotiator

APPENDIX A

POTSDAM POLICE DEPARTMENT POLICIES AND PROCEDURES

SUBJECT: Sick Leave

EFF DATE: May 16, 2001

NUMBER: 14.6

AUTH. BY:

POLICY: It is the policy of the Potsdam Police Department to maintain regulations to guide employees in the proper use of sick time, and to curtail abuses if and when they occur.

PURPOSE: The purpose of this policy is to express the departments expectations for employee use of sick leave time. The components of this policy are meant to identify and deter abuse of sick time if it occurs. It is recognized that all situations may not fit these guidelines. There may be instances where employees with documented medical problems should be given more flexibility than others in the use of sick time.

PROCEDURES

A. Definitions

1. Occasions of Sick Leave Absence: Sick leave hours that are taken by an employee without documentation or proof from a doctor or other medical professional.
2. Time-frame of Occasions: All occasions will be figured on a continuous twelve month period of time. At any given time the previous twelve months will be used. (This does not mean the calendar year.)
3. Approved Sick Leave: Sick leave that is taken for doctor's appointments, dental appointments, medical tests, or sick leave days for which the employee obtains documentation from a doctor or medical professional. To qualify as approved sick leave, documentation must be submitted to the Chief of Police. Approved sick leave will not be counted when calculating hours of occasions in any time frame.

B. Use of Sick Time

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1. All department members shall earn sick time at a rate set by the working agreement between the Village of Potsdam and the Potsdam Police Protective Association.
2. Sick time may be used for personal illness, injury, doctors appointments, dentist appointments, or other medical appointments as they occur throughout the employees career. Reasonable travel time to and from doctors appointments, dentist appointments, etc. is also covered. Sick time may also be used for family illness and health care in accordance with the P.P.P.A. contract.
3. Employees should strive to accumulate sick leave time so they will have it available during their career for serious needs, and so they will have it available to exchange for health coverage, as spelled out in the contract, upon retirement.
4. At no time will employees use sick time for any purpose except as outlined in subdivision number 2, above. Abuse of sick time can result in disciplinary action. Abuse of sick time can also include excessive use of sick time.

C. Reporting Absence

1. All employees shall report an occasion of sick leave absence to their supervisor or to the desk officer on the shift prior to the shift for which they will be absent.
2. Personal appointments for doctors office visits, medical tests, etc. should, when possible, be scheduled on the employees days off. If the appointment must be scheduled during working hours, the employee must get approval from the supervisor of the shift from which they will be absent prior to the absence and must submit proof from the doctor to the Chief of Police after the appointment. Said proof will be kept in the employees personnel file. Failure to provide documentation will result in the hours of absence being considered when calculating the hours of absence in a twelve month period.

D. Absence Review

1. The Lieutenant will, on a regular basis, review the attendance records of all

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employees and will on a daily basis, review the attendance records of all employees who have reported an occasion of sick leave absence.

2. This review shall include the following:
 - a. How many hours of sick leave absence have occurred during the past twelve months?
 - b. Do the hours exceed the guidelines set out in this policy?

Note: From the total number of hours of sick leave absence, the hours of approved sickleave should be subtracted to arrive at a total.

3. Based on this review, the Lieutenant will decide if action is warranted, and if so, what level of action will be taken in accordance with established department policy.

E. Follow Up Procedures

1. Use of Sick Leave Evaluation Criteria and Follow-up (during any twelve month period)
 - a. Occasions exceed 64 hours: Informal discussion with a supervisor.
 - b. Occasions exceed 80 hours: Formal counseling with the Lieutenant.
 - c. Occasions exceed 96 hours: Final warning by the Lieutenant or Chief.
 - d. Occasions exceed 112 hours: Report submitted to the Village Administrator for his review, and disciplinary action may be taken by the Chief of Police.

2. Generally the above criteria will be followed for each employee. It is understood that circumstances are different in each case, and that on occasion there may be situations where employees through no fault of their own, are sick in excess of the above number of days, or suffer from an on going illness or injury which causes them to miss more days than allowed (ie. back problems, migraines, etc.). In these circumstances, there can be some exceptions made to the above criteria with the approval of the Chief of Police. The Chief of Police may

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require a report from the employee's doctor in these circumstances. When an exception is being considered, the employee's prior history of sick use and the number of sick days accrued will be taken into consideration prior to any exception being made.

3. At any time during the above process, the Chief of Police may determine that other alternatives should be pursued, depending upon the situation, such as employee assistance program referral, medical or mental health counseling, etc. and may waive further action if the employee agrees to seek assistance. Proof of attendance will be required to satisfy this section.

4. If there are no extenuating circumstances, and informal and formal counseling does not correct the problem, the following corrective steps can be instituted in addition to any other disciplinary action:

- a. The employee is expected to be at home or at a location known to the department while on sick leave during scheduled work hours.
- b. The employee is subject to return calls and home visits during scheduled work hours.
- c. Approval for secondary employment is rescinded or will not be approved.

F. Probationary Employees

1. It is expected that probationary employees will make every effort to put forth their best work performance during this period, and a good attendance record is critical.

2. The probationary period is intended to give the department up to one year to determine a person's ability to function effectively in his/her position. If the employee has an attendance problem serious enough to fall under the criteria of this policy, serious consideration should be given to terminating the employee if immediate improvement is not noted. Any indication of sick leave abuse by probationary employees will be dealt with in a very serious manner.

G. Documentation

1. Any action taken in accordance with this policy will be immediately documented and submitted to the Chief of Police. This includes informal and formal counseling sessions as well as disciplinary action.

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2. All records will be kept in the employees files, either their personnel file or the secondary file. to be used if further action becomes necessary.