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Union: **Seneca Falls Police Benevolent Association, Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO**

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AGREEMENT

BETWEEN

THE VILLAGE OF SENECA FALLS

AND THE

SENECA FALLS POLICE BENEVOLENT
ASSOCIATION

LAW ENFORCEMENT OFFICERS UNION,
COUNCIL 82, LOCAL 195SF,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME)
AFL-CIO

JUNE 1, 2005- MAY 31, 2009

RECEIVED 6/19/06

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ARTICLE I -PREAMBLE

1.1 This Agreement is made and entered into this ____day of _____2006, by and between the

Village of Seneca Falls, New York, hereafter called the Employer, and the Seneca Falls Police Benevolent Association, Local 195SF of the Law Enforcement Officers Union.

1.2 The purpose of this Agreement is to promote harmonious relations between the parties, and to establish procedures for the resolution of differences, and the establishment of rates of pay; hours of work and other conditions of employment as set forth in the Agreement.

ARTICLE 2

RECOGNITION

2.1 The Employer hereby recognizes the Union as the exclusive representative for all full time police officers, excluding the Chief of Police, part time police officers, clerical employees and other employees who are excluded from the New York State and Local Police and Fire Retirement System on the basis of their job descriptions. It is understood that the term "full time", as it applies to employees covered by this Agreement, are employees who are employed not less than twenty (20) hours per week on a regularly scheduled basis. This recognition shall continue for the duration of this Agreement. It is also understood that the term "police officer" and "employees" shall include all employees in the title of police officer, sergeant and any other titles created from time to time determined to be in the bargaining unit either by mutual agreement of the parties or the Public Employment Relations Board.

ARTICLE 3

DISCRIMINATION

3.1 The Union agrees not to discriminate with regard to the terms and conditions of membership in the Union on account of sex, age, race, color, creed, national origin, marital status, disability or political affiliation, or to discriminate in representation of all of the employees within the unit, whether members of the Union or not, to the extent required by law.

3.2 The Employer will not discriminate against any employee on account of sex, age, race, color, creed, national origin, marital status, disability or political affiliation, to the extent required by law.

ARTICLE 4

NO STRIKE- NO LOCKOUT

4.1 The Union will not engage in a strike, slowdown, or other work stoppage, or instigate, encourage or condone the same.

4.2 The Employer shall not lock-out the employees or condone the same.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 The Union agrees that the Employer shall retain complete authority for the policies and administration of the Police Department which it exercises under the provision of law and the Constitution of the State of New York and/or the United States of America, subject to the terms and conditions of this Agreement. Any matter involving the management or governmental operations vested by law in the Village Trustees and not covered by this Agreement or by law is the sole province of the Village Trustees.

5.2 Subject to the express terms and conditions of this Agreement, the rights of the Employer include, but are not necessarily limited to the following: (1) to determine the standards of service to be offered; (2) to direct, hire, promote, appraise, transfer, assign, retain employees and to suspend, demote, discharge or take disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) maintain the efficiency of government operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission, policies or purpose of the Department; (7) to establish any reasonable rules or regulations.

ARTICLE 6

UNION SECURITY

6.1 Pledge Against Coercion

The Employer agrees not to interfere with the right of the employees eligible for membership in

the Union to become members of the Union and that there will be no discrimination, interference, restraint or coercion by the Employer against any employee because of his/her Union membership, or because of such employee's activity in an official capacity on behalf of the Union.

6.2 Agency Shop

It is understood and agreed that all employees covered by this Agreement shall become members of the Union, except that employees who do not elect to do so shall be required, in lieu of Union dues, to pay to the Union each month a service charge in an amount equal to the regular dues of this Union for the duration of this Agreement.

6.3 Checkoff of Union Dues and Other Deductions

6.3.1 The Union shall have the exclusive right of Union dues deduction. The Employer agrees to deduct such Union membership dues in accordance with the amount certified by the Union from the pay of those employees who have joined the Union and executed such payroll deduction authorization and those employees where such deductions will be made in accordance with 6.2 above and maintain such deductions for as long as recognition is accorded, or the terms of this Agreement, whichever is later. The Union agrees to file with the Employer, a certification that an agency fee deduction procedure will be established that will maintain a refund procedure for that part of the dues which represents the employee's share of Union expenditures for political or ideological purposes.

6.3.2 The Employer also understands that the Union has the exclusive right to payroll deduction of premiums for all Union sponsored insurance programs; and also agrees to make a separate deduction for such insurance programs which are currently available or will become available to Union members. The Employer will maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization form provided by the Union or appropriate agency approved by the Union.

6.3.3 Payroll deductions of Union dues and Union sponsored insurance programs required or authorized by the employees shall become effective at the date that the appropriate forms, if any, designates, or, if none, when it is signed by the employee. All deductions shall commence no later than the beginning of the second payroll period.

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

Union Dues: Law Enforcement Officers Union, Council 82
63 Colvin Avenue
Albany, New York 12206

Insurance Premium: As per card designation

6.3.5 Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer. Implementation of any such change shall be accomplished by no later than the second payroll period. The Union hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

6.4 Access to Premises

The Employer agrees to permit a representative of the International Union, Council 82, and its local Union on an exclusive basis, to enter the premises of the Employer, with the approval of the Officer in Charge for the discussion of working conditions with employees, providing care is exercised by such representatives and that they do not interfere with the performance of duties assigned to such employees. Approval shall not be unreasonably denied.

6.5 Notification of New Employees

The Employer agrees to submit to the local Union every two (2) months, a list of any new employees hired, the activity in which they are working or will work, their home address, and the status of their employment as to whether they are temporary, seasonal, federally funded, or permanent.

6.6 Bulletin Boards

The Employer agrees to provide a 2' x 3' bulletin board for the exclusive use of the Union at the Police Station for the posting of bulletins, or other notices by the Union. The Union agrees that no political, profane or derogatory material shall be posted on such bulletin boards. No material may be posted unless initialed by the local Union President or his/her designee.

6.7 Distribution of Agreement

The Employer agrees to provide fifteen (15) copies of this Agreement to the President of the local unit upon completion of the negotiations. The Employer shall also provide a copy of this Agreement to all

new unit employees when they are employed. The cost of such Agreement copies shall be borne by the Employer.

6.8 Union Activities on Employer's Time and Premises

6.8.1 The Employer agrees that two (2) local Union officers whose names have been submitted to the Chief of Police shall, without loss of pay, be permitted to transmit communications authorized by the local Union to the Employer or his/her representatives, consult with the Employer or his/her representatives or with representatives of Council 82 or the International Union.

6.8.2 The Employer agrees to permit one (1) Union steward or alternate, selected by the Union, to represent the Union and employees during their regular working hours without loss of pay for reasonable periods of time. The names of such Union representatives shall be filed by the Union with the Chief of Police as soon as possible after appointment. Notwithstanding the above, not more than one Union officer and Union steward on duty status may be involved in a grievance or grievance hearing at any one time

6.8.3 Union stewards shall not leave their duty post without first receiving approval of the officer in charge, and notice of such shall be posted in the regular log. However, such approval shall not be unreasonably denied. In no event will this activity be permitted to interfere with the efficient operation of the Police Department.

6.8.4 The Union may designate employees to represent it in contract negotiations with the Employer. However, no more than two (2) such employees shall be paid by the Employer for regularly scheduled hours when such negotiations are held during their regularly scheduled hours.

6.8.5 The Union may delegate two (2) members who will be given a leave of absence with pay to a maximum of four working days each per contract year to attend meetings of the International Union, Council 82 or State AFL-CIO. Such request for leave must be submitted to the Chief of Police not less than fifteen (15) days prior to the date of the function.

6.9 Joint Labor Relations Committee

6.9.1 To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern, which shall also include matters relating to safety and training. The committee shall be limited to no less than three (3) persons, not more than two (2) on duty "status" selected by the Union, which shall

include the local Union President, and the Chief of Police and members of the Public Safety and Operations Committee of the Village of Seneca Falls.

6.9.2 Joint Labor Relations Committee meetings shall be held upon the request of either party as often as necessary, but no less than one every four (4) months. The time, date and location for such meetings shall be set in advance with an agenda being submitted at least one (1) week prior to the mutually agreed upon date. The meetings shall be held at reasonable hours mutually agreed upon the parties.

Employee committee members acting on behalf of the Union shall suffer no loss of pay as a result of attending such meetings during their regular work hours except as stated in Article 6.9.1.

ARTICLE 7

WORK RULES AND REGULATIONS

7.1 The Employer agrees to furnish all employees of the Seneca Falls Police Department covered by this Agreement, with a copy of all work rules and regulations within sixty (60) days after the signing, of this Agreement. Any changes or modifications of work rules or regulations will be furnished to unit members twenty (20) days after approval of the Employer.

7.2 The Employer agrees that all such existing work rules and regulations of the Police Department shall be appropriate subject of review by the Joint Labor Relations Committee. When such work rules and regulations are adopted, they shall be reduced to writing and distributed to all members of the Police Department. If no agreement can be reached on a specific work rule or regulation, the Union may submit the disputed matter to the Board of Trustees in writing. The Board will schedule a meeting, with the Union Labor Relations Committee to attempt to resolve the dispute. If the matter is not resolved, it shall be subject to Article 5.2 of this Agreement. However, such rules and regulations shall not be in conflict with the terms of this Agreement.

7.3 Any dispute whether such rule or regulation is in conflict with this Agreement or is not uniformly applied and uniformly enforced, shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 8

GRIEVANCES

8.1 Definition

8.1.1 For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer, or between the parties, arising, out of the application or interpretation of this Agreement, or a grievance as defined by Section 682, subdivision, or Article 16 of the General Municipal Law.

8.1.2 The inclusion of this Article of grievance as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16, of the General Municipal Law and which is required by said law, and the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.

8.1.3 The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedures.

8.2 Procedures

STEP 1: Grievances shall be submitted in writing by the aggrieved employee and/or by his/her Union steward to the Chief of Police within ten (10) calendar days from the date the aggrieved employee or steward has knowledge of the cause or occurrence giving rise to the grievance or the grievance shall be deemed abandoned. After receipt of a written grievance at this step, the Chief of Police or his/her designee shall convene a meeting with the local union President or his/her designee, the Union steward and the aggrieved employee, if he/she so desires, within ten (10) calendar days of the date the written grievance was received by him/her. If the grievance is not resolved at this step, then not later than five (5) calendar days following the date the meeting occurred; the Chief of Police or his/her designee will deliver to the aggrieved employee and the local Union President or his/her designee, his/her decision on the grievance in writing. If that decision is unacceptable to the Union, within five (5) calendar days of receipt of the decision, or of the date such decision would have been due.

STEP 2: The grievance may then be submitted by the Union to the Village Mayor who, within ten (10) calendar days after he/she receives the written grievance, will convene a meeting with the local Union president or his/her designee, the Union steward and the aggrieved employee if he/she so desires, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting and the written decision

from the Village Mayor or his/her representative is unacceptable to the Union or is not received by the Union within fifteen (15) calendar days after completion of the second step grievance hearing, the grievance may be submitted to arbitration in accordance with the procedures set forth below.

8.3 Arbitration

8.3.1 In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the second step procedures are completed, the Union may submit the matter to arbitration by submitting a demand for arbitration of the grievance to the Public Employment Relations Board and serving a copy of the demand for arbitration on the Employer. The arbitrator shall be selected in accordance with the guidelines set forth by the Public Employment Relations Board. All such arbitrations shall be held within Seneca County.

8.3.2 The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

8.3.3 The arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated except in appeals on discipline or discharge if employee is acquitted or penalty is lessened. All awards of back pay shall be limited to the amount of wages the employee would have earned from his employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period, except for compensation received for a part time job, not to exceed twenty (20) hours per week, which the employee was regularly employed at for at least one (1) month prior to filing his/her grievance.

8.3.4 No decision of an arbitrator or of the Employer in any other grievance shall create the basis for retroactive adjustment, or other adjustment, in another grievance.

8.3.5 No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

8.3.6 The decision of the arbitrator shall be final and binding upon the parties. The fee and expenses of the arbitrator and the cost of the hearing room, if other than Village property, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be

responsible for the other party's share of the divided cost nor of the expense of witnesses or participants called by the other, except as provided elsewhere in this Agreement.

8.4 Rights of the Parties

8.4.1 Either party shall have access upon request to any written statement or record which will be presented as evidence by the other party at any arbitration hearing under this Agreement provided the request is made a reasonable time prior to the scheduled date of the hearing. If either party, after making a timely request for such evidence, does not receive the evidence sufficiently in advance of the hearing to review it, the hearing shall be adjourned to a later date at the request of the party.

8.4.2 Aggrieved employees, the local Union President or his/her designee, the Union steward and employee witnesses shall not suffer any loss of pay while attending grievances and arbitration hearings during their regular working hours, and any such time spent during their regular working hours shall be considered as time worked for all purposes.

8.4.3 Union staff representatives may be present and participate at any stage of the grievance procedure.

8.4.4 Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step. However, time limits may be extended by mutual written consent.

8.4.5 No provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance procedure if the Union does not consider the grievance to be with merit.

ARTICLE 9

DISCIPLINE AND DISCHARGE

9.1 Exercise of Rights

9.1.1 It is agreed that if the Employer has reason to orally reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

9.1.2 In cases where a disciplinary action is proposed or imposed upon an employee, the Employer shall notify the employee and the local Union President, in writing, by certified mail, specifying the reasons for such disciplinary action. The written notification shall contain a detailed description of the charges. The notification shall also indicate that a copy has been sent to the local Union President. Notification to the Union

shall be sent at the same time the notice is sent to the employee, or, if hand delivered to the employee, within twenty-four (24) hours of the time that the notice is given to the employee.

9.1.3 A disciplinary action may be proposed or imposed upon an employee for official misconduct, failure to properly fulfill the responsibilities of his/her job assignment, and failure to carry out department rules and regulations, while an employee of the Police Department. Such disciplinary action may be any one of the following: a written reprimand, suspension without pay (not in excess of sixty (60) working days), loss of leave credits, demotion or dismissal.

9.1.4 An employee may be suspended from duty without pay prior to the implementation of the grievance procedure of this Agreement only if there is a probable cause to believe that the continued presence of the employee on his/her job assignment represents an actual danger to other persons or property, or would severely interfere with the operations of the Department. If the employee is suspended, the notice of discipline must be served within forty-eight (48) hours of such suspension, or the disciplinary suspension shall be null and void, whether or not such suspension is a prelude to a proposed dismissal or other proposed penalty; and determination made by the Employer that an employee should be so suspended shall be reviewable by an arbitrator, should the matter become the subject of any arbitration procedure in accordance with this Agreement.

9.1.5 The local Union President, or his/her designee, the disciplined employee and employee witnesses called upon to testify shall suffer no loss of pay as a result of attending a grievance or arbitration hearing if such hearing, is scheduled during, their normal scheduled work shift.

9.1.6 Disciplinary arbitrators shall confine themselves to determination of guilt or innocence and the appropriateness of proposed penalties. Such arbitrators shall neither add to, detract from, nor modify any provisions of this Agreement. Disciplinary arbitrators may approve, disapprove, or take any other appropriate action they feel warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of a suspension. The disciplinary arbitrator also may consider any period of suspension up to sixty (60) calendar days in determining the penalty to be imposed. A decision of a disciplinary arbitrator with respect to the guilt or innocence of any employee, penalty, or probable cause for his/her suspension, whether imposed or pending, or his/her dismissal from employment shall be final and binding upon the parties.

9.1.7 All fees and expenses of the arbitrator and the fees of the Public Employment Relations Board

shall be divided equally between the Employer and the Union, or the employee and the Employer if not represented by the Union.

9.1.8 No employee shall be brought up on charges or be disciplined for acts which the Employer knows or should have known occurred more than ninety (90) calendar days prior to the service of such notification of discipline, except acts which would constitute a crime. Where an employee is alleged to have been involved in a criminal act, no disciplinary action may be taken against him/her while criminal charges are pending unless there is probable cause to believe that the continued presence of the employee on his/her job assignment represents an actual danger to other persons or property, or would severely interfere with the operations of the Department, subject to the provisions of 9.1.4 of this Agreement. For purposes of this Agreement, a crime shall be defined as a felony.

9.1.9 Union staff representatives may be present and participate at any stage of a disciplinary grievance hearing or arbitration proceeding; however, the charged employee shall have the right and the choice of being, represented by the Union or his/her own attorney. An employee who is required to attend an investigatory conference held where the outcome may result in a disciplinary action against him/her shall have the rights of representation by the Union or his/her own attorney.

In such case a reasonable period of time shall be allowed for the employee to secure representation prior to the date such meeting or conference is to be held.

9.1.10 No employee shall be required to sign any statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.

9.1.11 Work shift changes shall not be made for the purpose of imposing discipline, except in cases where criminal charges are pending against an employee, the effect of which may, in the opinion of the Employer, seriously affect the employee's ability to carry out the responsibilities of his position.

9.2 Disciplinary Appeals Procedure

9.2.1 In any case where an employee is notified that he/she is the subject of a disciplinary action, such employee shall have the right to appeal the action in the same manner as set forth in the grievance and arbitration procedure of this Agreement, in lieu of any other procedure provided by Civil Service Law, except that such appeal shall commence at the second step. Such choice of an appeal shall be the only procedure

available to the employee. If the disciplinary grievance is not settled or otherwise resolved at Step 2 of the grievance procedure, then, notification of appeal to arbitration shall be served upon the Employer in the same manner set forth in the arbitration section of this Agreement.

9.2.2 It is understood and agreed that any disciplinary matter may be settled at any time following the service of a notification of discipline. The terms of any settlement proposed shall be reduced in writing. An employee offered such a settlement shall be given a maximum of fifteen (15) days to consult with his/her Union President or designee as well as to have him/her present at the time he/she executes such settlement. Both the employee and the Union president or designee shall be provided with copies of the settlement at the time such settlement is made.

ARTICLE 10

PERSONNEL RECORDS

10.1 Upon written notification to the Chief of Police at least five (5) calendar days in advance, employees shall be given reasonable opportunity to review their personnel files maintained by the Police Department. This file should contain records of all job evaluations, commendations, reprimands, suspensions and other records, excluding applications for original employment and recommendations for original employment. Examination of such personnel file shall be in the presence of the Chief of Police or his/her authorized representative.

10.2 Letters of criticism, evaluation, reprimand or other documents unfavorable to any employee will not be placed in the personnel file until the employee has an opportunity to review them. Should the employee disagree with all or part of the documents, he/she may write a statement of disagreement, sign it and have his/her statement attached to the original document; and may grieve the matter through the grievance and arbitration procedure.

ARTICLE 11

SENIORITY

11.1 **Definition of Seniority**

11.1.1 Seniority shall be defined as a permanent employee's length of continuous full time employment, with the Village Police Department. Full time employment is regular employment of not less than forty (40) hours in a two (2) week period. A permanent employee is an employee who has completed all of the Civil Service requirements for an appointment, was appointed from a certified Civil Service Eligible List, successfully completed the twelve (12) month probationary period, and satisfactorily completed the necessary training required by the Municipal Police Training Council within the period required.

11.1.2 Continuous service shall be considered as continuous employment provided it is not broken by any one of the following actions:

- (A) resignation or quitting not followed by reinstatement within one (1) year;
- (B) termination or suspension not followed by reinstatement within one (1) year;
- (C) discharge not reversed through this Agreement;
- (D) retirement;
- (E) failure to report to work following a leave of absence with or without pay within ten (10) calendar days of the date a notice advising the employee to return to work is mailed to the employee's last known address;
- (F) failure to report to work within ten (10) calendar days from the date a notice of recall is mailed to the employee's last known address; and
- (G) failure to be recalled from a layoff list within two (2) years.

11.1.3 An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid or approved unpaid leave of absence (maximum one year), except as may otherwise be limited elsewhere in this Agreement.

11.2 Seniority Lists

The Employer agrees to post and furnish the Union with an up to date seniority list showing this continuous service of each permanent employee once every six (6) months. The seniority list will show the names of such employees, their job classification, and their date of hire.

11.3 Probationary Service

11.3.1 Every new employee who is appointed from an established Civil Service List shall be subject to a probationary period of not more than fifty-two (52) weeks, which shall include MPTC Academy Training. Upon the successful completion of the MPTC training period and no less than sixteen (16) weeks of actual work

experience such employee shall be notified in writing as to whether he/she has successfully completed his/her probationary period, and if so, be entered on the seniority list retroactive to his/her initial date of hire. It is understood and agreed that where conditions do not permit MPTC training during the probationary period, such attendance at the MPTC Academy must be completed during the first year of employment. It is also understood that a failure at MPTC Academy shall mean the termination of the employment since the Employer is not required to continue the employment of any employee who fails to successfully complete the mandated training.

11.3.2 Absence from work for any reason shall not be included in calculating an employee's month probationary period. While serving a probationary period, a newly hired employee may be discharged at the sole discretion of the Employer. An employee serving a probationary period in a position attained by promotion may be returned to his/her former rank.

11.3.3 While an employee is serving his/her probationary period, but after no less than eight (8) weeks of actual work experience, the Chief will notify such probationary employee of any weakness that may have been observed in such employee's work which, if not corrected, could be cause to terminate the employee's service prior to the expiration of his/her probationary period. Such notification shall be in writing and shall indicate that his/her work needs improvement. A copy of this notification shall be forwarded to the Union.

11.4 Provisional Service

11.4.1 A provisional employee is an employee who is hired to fill a bargaining unit position without either having to take a qualifying Civil Service Examination or having taken the examination, is awaiting word as to whether he/she successfully passed it, such appointment being made because of the lack of sufficient names on any established Civil Service Eligibility List, no one on an established list desires the appointment, or no list exists. Such provisional employee has no legal right to the position he/she is filling and may be terminated at any time, except that he/she shall be eligible for all benefits of this Agreement that he/she is legally entitled to and the right to Union representation provided he is employed regularly for twenty (20) or more hours per week. Provisional employees shall be required to successfully complete the MPTC Academy in order to retain employment.

11.4.2 Upon a provisional employee receiving a permanent appointment and completing his/her probationary period, all continuous service from the employee's original date of hire as a provisional employee shall be considered for purposes of seniority.

11.5 State or Federally Funded Employees

All employees hired under state or federally funded programs shall be accorded the same terms and conditions of employment as set forth above for provisional employees.

11.6 Part Time Employees

The Employer may hire employees to work on a part time basis at its discretion, providing such part time employee does not exceed forty (40) hours in a two (2) week pay period unless mutually agreed upon by the Union and the Employer. These employees will receive no benefits other than those required by law. Part time employees may be used at the discretion of the Employer as long as the intent is not to deprive full time employees of contracted work hours. Part time employees who reside in the Village will be given preference for appointment. Applications will be reviewed every six months to ensure Village residents preference for part time positions.

ARTICLE 12 WORK FORCE CHANGES

12.1 Promotion

12.1.1 If an opening occurs for the position of sergeant in the Seneca Falls Police Department, the Village may, at its discretion, schedule a Civil Service competitive test for such position. Candidates from within the bargaining unit on any established eligible list shall be given preference over any other candidate not currently in the employ of the Village Police Department.

12.1.2 In the absence of an established Civil Service eligibility list, a provisional appointment to such position may be made from eligible police officers who have made a written request to be considered for such provisional appointment as set forth below.

12.1.3 A notice of such job opportunity shall be posted on the Department bulletin board stating all the pertinent information with regard to the minimum qualifications for the position. The posting shall include such information as the position title, nature of the position, the rate of pay, and what special position requirements, if any, employees must meet in order to qualify. Such notification shall be posted no less than seven (7) calendar days.

12.1.4 Written application not reaching the Employer by the expiration deadline shall not be considered for the position and must be disqualified. The Employer shall fill the provisional appointment from an

employee who has applied for the position and who meets the minimum requirements of the position. When qualifications are relatively equal such appointment shall be made in accordance with seniority provided the employee has the ability to fulfill the duties of the position.

12.1.5 The Employer shall make the selection to fill the open position within twenty (20) calendar days from the expiration of the bidding period, providing the position is still open.

12.2 Out of Title Work

12.2.1 Whenever it becomes necessary for the Employer, because of temporary vacancies in higher classifications or assignments created by reasons of illness, leaves of absences, or other reasons, to temporarily fill such positions with other employees in lower classifications or assignments, the filling of such temporary vacancies shall be made on the basis of seniority. Any employee assigned to fill such temporary opening shall be paid the starting salary or wage rate established for the position he/she is temporarily filling, or his/her own rate of pay, whichever is higher, providing such work exceeds four (4) consecutive working days or more than twenty (20) cumulative working days during the twelve month period commencing each June 1st. Out of title pay will not be paid for any shift where the Chief of Police or other Sergeant is working and available (typically day shifts). In the event the Employer determines, subject to the discretion of the Chief of Police and/or his/her designee, that the employee is not performing the duties associated with the higher titled position, the employee may not be paid for out of title work.

12.2.2 A higher-ranking, officer taking vacation time does not create a vacancy, and therefore no out of title pay applies.

12.3 Lay Off and Notification

12.3.1 It is understood and agreed that in the event the Employer plans to lay off employees, except state or federally funded employees, in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least one (1) month prior to the date such action is proposed to commence. Upon notification to the union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated lay off.

12.3.2 If, after the implementation of 12.3.1, the Employer establishes that a layoff is necessary, then such layoff shall be accomplished by laying off first all newly hired provisional employees and secondly, all newly hired probationary employees. If further layoffs are necessary, then permanent employees shall be laid

off in classification in the inverse order of their seniority, subject only to the appropriate provisions of the Civil Service Law, applicable to veterans, blind and handicapped and to any other provisions of this Agreement that may apply.

12.3.3 Any employee, except state and federally funded employees, to be laid off will receive no less than one (1) month's notice, such notice to be delivered by hand with his/her regular paycheck. The Employer shall forward to the local Union President a list of all employees being laid off on the same date that the notices are issued to employees.

12.4 Displacement Rights

When a permanent employee is laid off due to a reduction in work force, he/she may displace another employee, subject to Civil Service Law and Regulations, in the same classifications who has less seniority, if none, in a lower classification providing he/she has greater seniority than the person whom he/she displaces. If the displacing employee moves into a lower paying classification, payment for such services will be at the highest rate of such classification.

12.5 Recall Rights

12.5.1 Laid off employees shall be placed on a recall list in order of their seniority. The recall rights of employees shall expire after a period of length of seniority, but not more than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent by registered or certified mail to the employee's last known address.

12.5.2 When the work force is increased after a layoff, employees on a recall list shall be recalled according to their date of seniority, such notice of recall being sent to each employee being recalled at his/her last known address by registered or certified mail. The Union President shall be notified at the same time the employees are being notified. Any employee who fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, shall be considered a resignation.

12.5.3 It is understood that no new employees will be hired until all employees on layoff who desire to return to work, have been sent recall notices. Notwithstanding the above, recalled employees on layoff exceeding one (1) year must satisfactorily complete a physical examination to determine fitness for continued employment.

12.6 Staffing Levels.

The Employer agrees to maintain a minimum staffing level of eleven (11) full time police officers for the Village of Seneca Falls Police Department through the term of this Agreement. If a vacancy occurs during the term of this Agreement, the Village Board will authorize the filling of any vacancy at their next regularly scheduled meeting.

ARTICLE 13

WORK HOURS AND SCHEDULES

13.1 Regular Work Hours

13.1.1 The regular hours of work each day shall be consecutive, which shall include a half (1/2) hour lunch period.

13.1.2 Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned work.

13.2 Work Week and Work Shifts

13.2.1 The regular work week shall consist of consecutive days within a seven day period commencing 12:01 A.M. Sunday and continuing through 12 midnight the following Saturday.

13.2.2 The regular work shift of an employee shall consist of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the employee's regular starting time. Except as specifically stated otherwise in this Agreement, all employees shall be scheduled to work on a regular work shift which shall have a regular starting time and quitting time as follows:

1st Shift	2nd Shift	3rd Shift
11 PM to 7 AM	7 AM to 3 PM	3 PM to 11 PM

13.3 Work Schedule

13.3.1 Work schedules with regard to the scheduling of employees covered by this Agreement showing all employees work days shall be made up once every six (6) months in accordance with past practice, and shall be posted in a designated notebook at the front desk in the Police Department at all times.

13.3.2 All employees covered by this Agreement shall work four (4) consecutive days then be off for

two (2) days. This will be a continuous schedule interrupted only by shift rotation which will occur every six (6) weeks. **Any employees hired after January 1, 2006, will work a 4 and 2 schedule. However, they will be scheduled to work 2080 hours by working 10-hour shifts in the required, short weeks. Existing officers will be allowed to elect to work the same 10-hour schedule. This election may be made for two weeks after this Contract is ratified. In December of 2007, employees may elect this shift again. Selections must be made by current shift rotation and will last for calendar years 2006 and 2007 and then 2008. Once elected, the schedule shall remain in place and change only during one of these two open enrollments. The Village, based on staffing needs, decide how many volunteers and which rotations. Existing officers will receive an additional \$1.00 per hour for electing and working this schedule.**

The Union concedes that this daily work schedule does not imply a "full staffing" requirement to the Employer.

In the event that either party wishes to implement a change in the side letter agreement, and no agreement can be reached between the parties, said change will first be brought before a Joint Labor Relations Committee in an attempt to reach a settlement. If after said meeting, no agreement is reached, the proposed change will be brought before an arbitrator as outlined in Article 8 of this Agreement.

13.3.3 No employee shall have his/her shift schedule changed for the purpose of avoiding payment of overtime, unless he/she has been notified of such change seven (7) days in, advance of the time in which the changed work period is to begin, provided, however, that circumstances necessitating said changes are foreseeable prior to such seven (7) day period.

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

13.3.5 In the event such notice of shift change is not given at least forty-eight (48) hours prior to the starting time of the scheduled shift which the employee is directed to work, such employee shall not be deprived of the opportunity to work his/her normal shift and to be paid over-time for the hours worked in excess of forty (40) in the work week.

13.4 Substitution

The practice of one (1) employee voluntarily working for another shall be continued provided:

- (A) such substitution does not impose additional cost to the Department or impair the efficiency of the Department;
- (B) the officer in charge, under whose jurisdiction the substitution will occur, is notified in

advance and such request is presented in advance for approval by the Chief of Police. Such request will not be unreasonably denied;

- (C) neither the Department nor the Employer shall be held responsible for enforcing any agreement made between employees;
- (D) no full time employees will substitute with part time employees; full time employees will substitute with full time employees and part time employees will substitute with part time employees; and
- (E) substitutions will occur between employees of like position wherever practical; police officer with police officer, sergeant with sergeant, etc.

13.5 Lunch Periods

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

**ARTICLE 14
OVERTIME**

14.1 Overtime Pay

14.1.1 All hours worked by an employee in excess of normally scheduled hours in any work week, work performed before or after any scheduled work shift shall be compensated for at one and one-half (1 1/2) times the employee's straight time hourly rate. The additional eight (8) hours paid for working, a holiday shall not be considered as hours worked when computing hours for overtime at straight time daily rate or one and one-half (1 1/2) rate. Time during which an employee is absent from work because of vacation, sick leave, personal leave, or any other paid leave benefit, shall be considered as time worked for the purpose of computing overtime.

14.1.2 Overtime pay shall not be calculated in segments less than fifteen (15) minutes.

14.1.3 Employees annual hours worked will be 1,950 based on implementation of the agreed to 4/2 schedule. To calculate straight and overtime rate of pay, annual salary will be divided by 2,080 hours.

14.1.4 It is understood that time exchanged between employees shall not require payment of overtime.

14.1.5 All overtime worked shall be paid no later than the second pay period following such overtime worked.

14.1.6 Any employee required to work more than four (4) hours of overtime following his/her regular full work day shall be granted one-half (1/2) hour off with pay at the overtime rate for the purpose of eating.

14.2 Overtime Distribution

All overtime shall be offered on a rotating basis from an established list of full time police officers prepared by the Village Clerk.

If overtime hours exist on a four (4) hour basis, the Chief of Police, or his/her designee may offer that overtime to the employees who are working the shift prior to the hours of overtime needed. **The Chief or designee will check the overtime list to see who has the lowest amount of overtime amongst the employees who are working that shift. Fair and equitable distribution of overtime will be adhered to as in the past. Overtime distribution will be reviewed by the Chief of Police and the union every six months.**

14.3 Court Appearance

Employees who are required to appear in any court or motor vehicle hearing on behalf of the Village of Seneca Falls Police Department at other than their regular duty hours shall be compensated for such appearance at time and one-half (1 1/2) their regular hourly rate of pay, but in no case shall this amount be less than three (3) hours of straight pay.

14.4 Call Out Time

Employees called out for emergency duty in addition to or outside of their regular work schedule shall be paid at time and one-half (1 1/2) for all hours worked, but in no case less than three (3) hours of straight hourly rate.

14.5 (eliminated Convention Days clause)

ARTICLE 15

HOLIDAYS

15.1 Recognized Holidays

15.1.1 The following days shall be recognized as holidays:

New Year's Day

Fourth of July

Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Martin Luther King Day

If during the limits of this contract there is a legislation making 9/11 a holiday, this holiday will be added to the current list of holidays.

15.1.2 When any of the holidays set forth above fall on any day that an employee is not scheduled to work, such employee shall be paid an additional day's pay at straight time.

15.2 Eligibility

15.2.1 Employees must work or receive compensation for vacation, personal leave, or other paid leave of absence for their scheduled working day prior to and their scheduled working day after the holiday in order to be eligible for pay on the holiday.

15.2.2 Employees who are scheduled to work on any of the holidays set forth above or who were not scheduled to work but subsequently were required to report for duty, will receive, in addition to their holiday pay for that day, time and one-half (1 1/2) their regular rate of pay for all hours worked.

15.2.3 Employees who normally have been scheduled to work on a holiday and who have been granted a day off to observe the holiday will receive only their regular pay for the day.

15.2.4 When a holiday falls during an employee's vacation, he/she shall receive an additional vacation day or eight (8) hours pay at his/her option. If a holiday occurs while an employee is on sick leave with pay, no such sick leave credits will be deducted for that day.

ARTICLE 16

VACATION

16.1 Allowance and Eligibility

16.1.1 Two additional days will be added to the vacation schedule at each level. Scheduling will be on a calendar year basis. All employees covered by this Agreement shall be granted paid vacation according to the following amended schedule:

Time	
1 year but less than 5 years	12 working days
5 years but less than 10 years	16 working days
10 years but less than 15 years	20 working days
15 years and over	24 working days

16.1.2 Vacation credits may not be accumulated from one year to another; however, in any cases, where, due to special circumstances any employee wishes to carry over into the following year vacation period, such employee may submit the request, in writing, by June 1st of the current vacation year to the Chief of Police and Village Administrator, for review and approval by the Public Safety and Operations Committee. Such approval shall not be unreasonably denied.

16.2 Choice of Vacation Period

16.2.1 An employee will be granted the amount of his/her vacation credits accumulated upon completion of the necessary continuous service time, except that if circumstances make it necessary for the Chief of Police to limit the number of employees on vacation at the same time, the employee with greater seniority shall be given his/her choice of vacation periods in the event of conflicts.

16.2.2 Vacation schedules shall be posted on a date set by the Police Chief for the entire police department each year so that employees may make their vacation selections. For the purpose of scheduling and computing earned vacation, the vacation year shall commence **January 1** of each year. Employees may split their vacation periods into two (2) or more segments. Vacation will be picked by seniority.

16.3 Computation of Time and Pay

16.3.1 All paid leave, including sick leave, personal leave, and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credit entitlement, provided the employee was actively engaged in work for at least six (6) months in the Police Department for the fiscal year. Leaves of absence without pay shall not be counted for vacation credit purposes.

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

16.4 Work During Vacation Period

16.4.1 Any employee who, because of emergency conditions, is required to work during his/her previously selected scheduled vacation period shall in addition to being paid at the rate of time and one-half (1 1/2) his/her regular rate of pay for any part of his/her scheduled vacation period that he/she would have taken, be permitted to reschedule that portion of his/her vacation period with full pay to any future available period he/she

may request. Employees voluntarily electing to work during their vacation period, with the approval of the Chief of Police, shall receive only their regular rate of pay in addition to their vacation pay, approval for such work shall not be unreasonably denied.

16.4.2 An employee electing to work during his/her vacation period must request the approval of the Chief **by a date specified by the Chief in** advance. No employee may voluntarily elect to work more than five day in any one vacation year.

16.5 Separation From Service

In the event of resignation, layoff, transfer to another department outside of the bargaining unit, termination, or retirement, the employee shall be credited with and paid for any unused vacation and any earned vacation prorated for each full month of work during the calendar year in which he/she is terminated or retires. In the event of the death of an employee, the employee's estate will receive payment of all such deceased employee's unused vacation credits.

ARTICLE 17

PAID LEAVE OF ABSENCE

17.1 Bereavement Leave

17.1.1 In the event of death of one of the following members of an employee's family: parents, including foster or stepparents, grandparents, mother- in- law, father- in- law, spouse, children, brother or sister, or any other relative who is an actual member of the household, the employee, upon his/ her request, shall be granted up to four (4) consecutive days leave of absence with no loss of pay, which shall not be deducted from any other paid leave benefit. In the event of death of the employee's brother- in law, sister- in- law, son- in- law or daughter- in- law, aunt, uncle, or grandparents of spouse, the employee shall be granted two (2) day leave of absence with no loss of pay, provided the employee was regularly scheduled to work that day. Additional days may be granted by the Chief of Police in consultation with the Village Administrator/Clerk and/or Public Safety and Operations Committee of the Village Board.

17.1.2 In the event of a death in the immediate family of an employee that occurs while such employee is on vacation, such employee, upon request, shall be granted the option of extending his/her vacation time for the additional period provided above or taking such time for use at some future date, provided, however, that certified proof of such death is forthcoming as properly attested to by the attending physician or other authority acceptable to the Employer.

17.2 Civil Service Examination

17.2.1 Employees shall be permitted the necessary time off, without loss of time or pay, during their regular work hours so that they may participate in scheduled open competitive or promotional Civil Service Examinations held by the Personnel Department of the County of Seneca.

17.2.2 Such time off shall be granted providing the requested time off is for a law enforcement position within the Seneca Falls Police Department and that the Chief of Police has been notified at least ten (10) days prior to the examination date.

17.2.3 An employee taking a Civil Service Examination or physical agility test shall be given the necessary time off so that they may have no less than eight (8) hours off duty prior to the time such examination is scheduled, provided that such employee must utilize provisions 13.4 of this Agreement.

17.3 Personal Leave

17.3.1 Each employee covered by this Agreement shall be entitled to three (3) paid personal leave days

during each contract year. Such leave shall not be cumulative from one contract year to another.

17.3.2 Upon written application to the Chief of Police, personal leave will be granted in segments of not less than one (1) day, if such leave does not impair the efficiency of the operations. Such leave shall not be unreasonably denied. Time off may not be applied to personal leave unless application for such leave was made at least twenty-four (24) hours prior to the time that the leave begins (except in cases of serious emergency), and such application was approved by the Chief of Police or his designee.

17.4 Military Leave

17.4.1 Employees covered by this Agreement who, as members of a State or National Guard of the United States are required to report for an annual training period or for special periods of active service will be compensated by the Employer. Compensation for such periods shall be an amount equal to the employee's regular pay at the time he/she enters on such active service for his/her regularly scheduled hours of work, for up to thirty (30) calendar days of such required military duty, in each calendar year of his/her employment. If the leave extends beyond thirty (30) days, employee may use any vacation leave or personal leave credits earned, at the discretion of the Employer, based on the needs of the Department. Health insurance benefits will remain in force up to sixty (60) days after leave commences.

17.4.2 Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the workday following receipt of official notice of such assignment.

17.4.3 It will be the responsibility of each employee paid under this Article to present his/ her supervisor with an official record of the time spent for the claimed period of active service.

17.5 Jury Duty

When an employee loses time as a result of being required to report for jury duty, he/ she shall be granted a leave of absence with pay for necessary time lost up to eight (8) hours per day at his/her base rate of pay less whatever fee is allowed to or received by the employee for this service. An employee must notify his/her immediate supervisor no later than his/her first scheduled shift following receipt of notice of selection for jury duty and must provide proof of the necessity of such service to his/her Department Head.

17.6 Sick Leave

17.6.1 Sick leave shall be defined as absence for reasons of non- service related illness or injury, dental

or medical appointments, and quarantine of health authorities.

17.6.2 Any employee covered by this Agreement found to have been paid sick leave as a result of fraudulent or false claim for such sick leave shall be subject to disciplinary action.

17.6.3 In the event the Employer has sufficient reason to believe that an employee is no longer physically able to perform his/ her assigned duties, the Employer may require a full physical examination by a physician selected by the Employer at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his/her job duties, then a third physician, mutually agreed upon and selected by the two physicians, shall make the final determination. The determination is not subject to the grievance and arbitration procedures. The full cost of the service of the third physician shall be borne by the Employer.

17.6.4 In the event of an illness in an employee's immediate family (defined as spouse, children, or any immediate relative who is an actual member of the household), the employee, after first exhausting personal leave, may use previously earned sick leave credits for the purpose of attending to the needs of such ill immediate family member. When such illness exceeds three (3) consecutive work days, certification of the illness by a physician may be required.

17.6.5 All employees covered by this Agreement shall be eligible to accumulate one (1) sick leave day per month of service, which sick leave day shall be earned by employees for any month in which they are compensated for eighty (80) working hours, which may be accumulated to a maximum of one hundred eighty (180) days.

17.6.6 An employee shall be required by the Employer as a condition of payment of sick leave to produce a doctor's certificate after three (3) consecutive days of sickness or disability. Employees who have taken sick leave days off without a confirming doctor's certificate more than eight (8) individual times in any one (1) calendar year may, for the remainder of that calendar year, be required, at the discretion of the Employer, to produce a doctor's certificate attesting to such inability to work because of sickness or disability to qualify for sick leave with pay.

17.6.7 All time for which an employee is credited with sick leave shall be considered as time worked. All sick leave time must be taken at a minimum of half (1/2) days units, except when an employee is on duty in such case only the hours the employee is excused because of illness will be deducted from accrued sick leave.

17.6.8 Temporarily disabled employees of the Department shall be eligible, provided all sick, vacation, personal or leave time is exhausted, to receive a maximum transfer of twenty-four (24) hours per calendar year of sick leave credits from each employee of the Department who voluntarily decides to make a transfer.

17.6.9 Sick Leave Incentive

All employees will receive the following for June 1 - May 31 physical year.

0 sick days utilized \$500.00

3 sick days utilized \$250.00

17.7 Maternity Leave

17.7.1 Sick leave pay shall be granted to female employees for any period of physical disability caused by pregnancy or because of childbirth, provided such condition is Certified in writing by an employee's physician. The employee shall be paid sick leave benefits only for that period of temporary inability or disability certified by the employee's physician, provided that the employee has accumulated sufficient sick leave days to cover the request. Upon the exhaustion of all compensable leave credits, such employee, upon request, shall be granted maternity leave without pay for up to one (1) year.

17.7.2 Notwithstanding the original term of the leave, the employee may return to employment duties after a reasonable notice (fifteen (15) days minimum) to the Chief of Police and after the attending physician has determined the employee is physically able to return to duty.

17.7.3 All benefits that relate to sick leave under the terms of this Agreement shall accrue to employee for the period of physical disability for childbirth. All benefits that accrue to employees on leave of absence without pay, under this Agreement, shall accrue to employees on maternity leave.

17.8 Unused Sick Leave Liquidation

Upon making written application of intent to retire at least sixty (60) days prior to the commencement of the contract year in which retirement will occur, and such request is accepted by Employer, retiring employees covered by this Agreement will be paid their regular daily rate of pay for each day of

accumulated sick leave up to a maximum of ninety (90) days. If not, and written notice of intent to retire is received at least sixty (60) days prior to the date such retirement will occur, employee will receive pay for sixty (60) days sick leave. In the case of a catastrophic illness, reasonable consideration will be given to the payment of ninety (90) days leave. This amount will be added to the final year's earnings.

ARTICLE 18

NON- SERVICE CONNECTED ILLNESS AND DISABILITY INSURANCE

18.1 Eligibility

The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of the Agreement. An employee who is sick or is injured not in the course of his/her employment with the Village, and who is entitled to sick leave benefits, and who elected to use his/her sick leave for the purpose of maintaining his/her full pay status during, the period of his/her disability, shall be required to endorse his/her disability benefit checks to the Village of Seneca Falls. Upon the exhaustion of all sick leave credits the employee may have accumulated, the employee shall no longer be required to endorse his/her disability check over to the Village.

ARTICLE 19

SERVICE CONNECTED DISABILITY AND DEATH BENEFIT

19.1 Service Connected Illness or Disability

19.1.1 Employees who are unable to perform the duties of their positions because of illness or injury received in the course of service to the Employer, at any time, shall receive their full pay and other disability benefits in accordance with Section 207-c of the General Municipal Law. Wage payments to such employees shall not be deducted from any sick leave credit, accrued vacation leave, or other earned paid leave benefits.

19.1.2 All employees requesting benefits under Section 207-c of the General Municipal Law must file a Worker's Compensation report for such illness or disabilities. In the event that such payments are received from the Worker's Compensation, the same will be endorsed to the Employer by the Employee.

19.2 Service Connected Death Benefit

The Employer, under the provision of the General Municipal Law, shall provide employees, covered by this Agreement and for the term of this Agreement, with all the benefits, terms and conditions of Article 10, Section 208-b, and Section 208-c of the General Municipal Law.

ARTICLE 20

OTHER LEAVES OF ABSENCE

20.1 Extended Sick Leave Without Pay

If any employee is ill for a prolonged period of time and because of such long period of absence he/she has exhausted all of his/her paid leave credits, such employee, upon request, may be granted an extended sick leave of absence without pay, not to exceed one (1) year, but not more than once during each four (4) years of continuous service.

ARTICLE 21

SALARIES, WAGES AND OTHER EMOLUMENTS

21.1 Salary and Wage Schedule

Employees shall be compensated in accordance with the salary and wage schedule established in this Agreement as agreed upon in collective bargaining negotiations effective **June 1, 2005 , June 1, 2006, June 1, 2007, and June 1, 2008** which is attached to this Agreement and marked Appendix "A". New full time employees hired after **June 1, 2005**, will be paid the starting rate of pay for the job classification to which they were hired, and automatically proceed to the next step of the salary and wage schedule on each anniversary date of his/her employment. All other employees will automatically move to the next step of the salary schedule on June 1st of each contract year.

21.2 Promotions

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

- (A) if his/her rate of pay in the lower class is below the minimum salary for the higher class, his/her rate of pay shall be increased to the minimum rate for the higher class at which he/she will serve for six (6) months before becoming eligible for advancement to the next higher step.

- (B) if his/her rate of pay in the lower class falls within the rate of pay for the higher class, the employee shall be advanced to the next higher step.
- (C) if the rate of the employee in the lower class is higher than the maximum rate of pay in the higher class, he/she shall receive no salary increase on promotion.

21.3 Demotions

An employee demoted from a position in one class to another having a lower pay range shall receive a salary decrease of not less than one (1) step.

- (A) If the rate of pay of the employee in the higher class is above the maximum salary for the, lower class, his rate of pay will be decreased to the maximum rate of the lower class, unless the decrease shall be less than one step, in which case his pay shall be reduced to the next lower step in the pay range.
- (B) If the rate of pay of the employee in the higher class is within the pay range of the lower class, his/her rate of pay will be decreased by one (1) pay step.
- (C) Following a demotion, the employee's future increments shall continue to be based on the anniversary date established by the Article.

21.4 Longevity Service Pay

Each eligible employee shall receive, in addition to his/ her basic salary, a longevity service payment for the first year of :

After five (5) continuous years	\$ 500.00
After ten (10) continuous years	\$ 800.00
After fifteen (15) continuous years	\$1100.00
After seventeen (17) continuous years and over	\$2500.00

For the second year :

After five (5) years continuous years	\$ 700.00
After ten year (10) continuous years	\$1000.00
After fifteen (15) continuous years	\$1300.00
After seventeen (17) continuous years	\$2700.00

For the third year:

After five (5) years continuous years	\$ 900.00
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After ten (10) years continuous years	\$1200.00
After fifteen (15) continuous years	\$1500.00
After seventeen (17) continuous years	\$2900.00

Fourth year is the same as the third year.

In lieu of adoption of provision 384(e) of the New York State and Local Police and Fire Retirement System. Payments will be made in a lump sum in June of each year. This payment will be treated as income for taxation purposes. In calculating consecutive service for the purpose of longevity pay, resignation, discharge, or other termination of employment of a duration in excess of one (1) year shall be considered as terminating consecutive service. No accumulation of consecutive service shall occur while an employee is on suspension, without pay, if such period is for two (2) weeks or more, or while on authorized leave of absence without pay in excess of one (1) year.

21.5 Pay Days

Employees will be paid on the same day every two weeks (to coincide with the other Village employees). Should a holiday fall on such a day, then the preceding day shall be the payday. Employees who work shifts that end prior to the beginning of the regular business day of the Village shall be paid prior to their leaving the premises upon the completion of their regular tour of duty.

21.6 Travel Expense

21.6.1 Employees who are authorized by the Employer to travel to distant areas in the performance of their official duties will be reimbursed for necessary and reasonable expenses. Travel expense authorization vouchers, listing all expenses, must be completed and submitted to the Chief of Police within one (1) week of such travel.

21.6.2 Employees who are required by the Department to use their own personal vehicles on any official business will be reimbursed for such use at the rate allowable by the Internal Revenue Service.

21.7 Uniform and Equipment Allowance

21.7.1 Effective June 1, 2005, all full time employees covered by this Agreement shall be eligible to receive **\$1200.00 yearly for the life of the contract** for the express purpose of purchasing and maintaining

required clothing/uniforms. This payment will be made in June of each year. Newly hired employees will receive this sum upon their appointment. After one year of employment, he/she will receive a prorated amount of this allowance until he/she is on the same June 1st schedule.

21.7.2 Annual qualifications are mandated but no qualifications shall result in additional expense to the Employer.

21.7.3 The Employer shall assume the cost of maintaining all weapons owned and assigned by the Employer. All employees will be required to observe normal care, cleaning and oiling regulations.

ARTICLE 22

CLASSIFICATION CHANGES

22.1 Listing of Titles

Within sixty (60) calendar days of the execution of this Agreement, the Employer will provide to the Union, a list of all established job titles and classifications and specifications for the jobs.

22.2 Specialized Services

22.2.1 A full time investigator may be established by the Employer. In the event such a position is established, Articles 13 and 14 of this Agreement shall not be applicable to the work hours, work schedule and overtime distribution for this position. The hours of work and work schedule for the investigator shall be determined by the Chief of Police.

22.2.2 The investigator shall be compensated at the same rate of pay as a Sergeant.

22.2.3 A youth officer position may be established by the Employer. In the event such a position is established, Articles 13 and 14 of this Agreement shall not be applicable to the work hours, work schedule and overtime distribution for this position. The hours of work and work schedule for the youth officer position shall be determined by the Chief of Police.

22.2.4 The youth officer position shall be compensated at the same rate of pay as a Sergeant for the hours worked as a youth officer.

ARTICLE 23
HEALTH INSURANCE

23.1 Coverage

Existing employees covered by this Agreement shall be eligible for themselves and all eligible dependents under the Blue Cross Blue Shield Health Insurance Plan, which includes coverage for hospitalization and medical. The Employer will pay the full premium cost for Blue Choice Select **for 1st and 2nd year of the contract and existing employees shall pay \$500 per year toward the cost of Blue Choice Select Health Plan in the 3rd and 4th years of the contract. New Hires will pay 10% of the cost of Blue Value or can elect to pick any other available plans to the village and pay the difference.** Any other coverage- Blue Million, Blue Choice Extended may be elected by the employee, with the employee paying the difference in premium between Blue Choice Select and their selection.

The following monthly stipends will be paid for employees who waive participation in insurance through the village:

1st year - \$175.00; 2nd year - \$200.00; 3rd year - \$225.00; 4th year - \$250.00

23.1.2 Post- Retirement Health Insurance

Upon retirement, the employee will be eligible for a Blue Choice Select single policy with the Village making premium contributions according to the following schedule based upon years of service in the Village of Seneca Falls Police Department:

30+ Years of Service	80%
25- 29 Years of Service	75%
20-24 Years of Service	50%

23.1.3 The Village will pay the equivalent of the cost for a dental policy available through the Union for family dental policy **for the life of this contract.**

ARTICLE 24
RETIREMENT AND PENSIONS

24.1 All employees in the bargaining unit shall be eligible for coverage under the provisions of 384(d)

of the New York State and Local Police and Fire Retirement System, the full cost of which to continue to be borne by the Employer. All employees hired after June 30, 1976, shall be eligible for coverage under the same retirement plan, except as such benefits and methods of contribution have been amended by State Law.

ARTICLE 25

ORDINARY DEATH BENEFIT

25.1 The Employer shall provide coverage under 360 (b) of the New York State Retirement Plan.

ARTICLE 26

INDEMNIFICATION

26.1 The Employer will provide counsel for the defense of a police officer against whom a civil or criminal complaint is filed or who is sued for alleged false arrest in the line of duty, at no charge to the police officer.

26.2 Judgments

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

ARTICLE 27

TUITION REIMBURSEMENT

27.1 The Employer shall pay the cost of tuition for up to seven (7) credit hours at a Community College or six (6) credit hours at other colleges or universities per semester upon completion with a passing grade of not less than seventy (70) or a "C" grade mark for courses in Criminal Justice or other police related

courses approved by the Employer and taken at a **State University of New York (SUNY)** college offering an Associate or Bachelor's Degree in Criminal Justice. Such courses shall be taken on the employee's time without pay.

27.2 Each employee shall be allowed to take one (1) police oriented course per year at the Village's expense not to exceed three (3) days or \$350.00.

ARTICLE 28

GENERAL PROVISIONS

28.1 Equipment

No employee of the Seneca Falls Police Department shall be required to use police department or vehicles that do not meet safety levels required under New York State Law.

28.2 Outside Employment

Notwithstanding the provisions of any general, special or local law or any rule or regulation, any member of this unit covered by this Agreement may engage in extra work for another employer outside his/her regular hours of duty and not exceeding twenty (20) hours per week provided that such extra work does not interfere or conflict with his/her regular duties as a member of the force or his/her availability for emergency duty, nor affect his/her physical condition to the extent that it impairs his/her ability to efficiently perform such duties and further provides that the employment. shall first be reported to the Chief of Police or his/her designee.

28.3 Residency Requirement

An employee shall reside anywhere within **30 miles** of the **Village** of Seneca Falls, New York.

28.4 Political Activity

Employees covered by this Agreement shall have every right to be delegates or representatives of any political party, and to take active part in the affairs of such political party, including the nomination or election of candidates for public office, which shall not preclude their own candidacy.

28.5 Facility and Vehicle Maintenance

28.5.1 The facilities at which such employees are assigned shall include the availability of a clean and sanitary lunchroom, locker room, toilets, and an adequate supply of hot and cold running water, soap, paper towels, toilet paper, a drinking fountain, and first aid materials.

28.5.1 All vehicles assigned to employees shall be in proper working order at all times and be equipped with air conditioning.

28.6 Personal Damages

The Employer agrees to, replace any article of personal property of an employee that is damaged, destroyed, including clothing, eye glasses, time pieces, not to exceed \$150.00, and dentures, which happened as a result of an incident directly related to such employees carrying out the duties of his/her job providing reimbursement is not received from any other source.

28.7 Unfit for Duty

The parties agree that if an employee reports to work in a condition unfit for police duty, the officer in charge, with the consent of the Chief of Police, may send the employee home without pay for that day.

28.8 Polygraph Tests

The Employer will not require any employee to take a polygraph test.

28.9 Dare Officer

Dare Officer will have the option of changing their tour to days for the shifts they are scheduled for A tour and Dare on B tour on the same day. When the Dare Officer teaches Dare on B tour then works a C shift or he teaches Dare on his day off the Dare Officer will have the option of being compensated by either overtime or comp time at time and a half.

**ARTICLE 29
NEGOTIATION PROCEDURES**

No later than the second week in December prior to the expiration of this Agreement, both parties agree. to enter into negotiations.

29.1 Any agreement so negotiated shall be reduced to writing, be signed by the Mayor of the Village of Seneca Falls and the Union.

29.2 During negotiations, the Employer and the Union will present relevant data required, exchange points of view and make proposals and counter proposals. The parties agree to make available pertinent records, data and information requested. Either party may call on professional or lay representatives to assist in negotiations.

ARTICLE 30 SAVINGS CLAUSE

30.1 Should any article, section, or portion thereof, of this Agreement, be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to within sixty (60) days commence negotiations for a substitute to the invalidated article, section, or portion thereof.

ARTICLE 31 AGREEMENT SCOPE

This Agreement constitutes the entire agreement between the Employer and the Union and shall supercede any and all provisions, rules, regulations, to the contrary. During its life, neither party will be obligated to negotiate with respect to any subject or matter referred to or covered in it, except if mutually agreed upon by the parties in writing. No verbal statements or amendments may supercede this Agreement or vary its provisions unless such amendment is signed by the authorized representatives of the Employer, Council 82 and the local Union unit, and annexed hereto.

ARTICLE 32 LEGISLATIVE ACTION

32.1 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 BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 33

DURATION OF AGREEMENT

33.1 Provisions of this Agreement become effective on the _____ day of _____ and shall terminate on **May 31,2009**. It shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing at least one hundred and eighty (180) calendar days in advance of the expiration date that they desire to modify this Agreement. In the event that either exercises their right as set forth above and such notification is given, negotiations will commence at a mutually convenient date in accordance with Article 29 of this Agreement. It is understood that all of the provisions of this Agreement will continue to remain in effect during the period of negotiations. 1st Year of Contract **6/1/05-5/31/06**; **2nd year of contract – 6/1/06-5/31/07**; **3rd year of contract 6/1/07-5/31/08** and **4th year of contract 6/1/08-5/31/09**.

APPENDIX "A"

SALARY SCHEDULE

3.50% Pay Increase 3.50% Pay Increase 3.50% Pay Increase and 4.0% Pay increase

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS ____ DAY OF
_____2006.

For Seneca Falls Police Benevolent
Association, AFSCME, Council 82,
Local 195SF:

For the Village of Seneca Falls

Council 82 Representative

Mayor

Union President or Vice President

Village Administrator/ Clerk

APPENDIX "B"

June 1, 2005- May 31, 2006

Hourly rate is based on 2080 hour schedule.

Police Officers- 4/2 Schedule & New Hires on 2080 Hours

START	STEP I	STEP 2	STEP 3	STEP 4	STEP 5
\$30,208.69	\$34,223.23	\$36,187.78	\$38,266.24	\$40,287.75	\$44,416.17
\$14.52/hr	\$16.45/hr	\$17.40/hr	\$18.40/hr	\$19.37/hr	\$21.35/hr

Sergeants-4/2 Schedule & New Hires on 2080 hours

START	STEP I	STEP 2
\$45,754.35	\$46,608.51	\$49,114.03
\$22.00/hr	\$22.41/hr	\$23.61/hr

June 1, 2006 – May 31, 2007

Police Officers -4/2 Schedule & New Hires on 2080 hours

START	STEP I	STEP 2	STEP 3	STEP 4	STEP 5
\$31,265.99	\$35,421.04	\$37,454.35	\$39,605.56	\$41,697.82	\$45,970.74
\$15.03/hr	\$17.03/hr	\$18.01/hr	\$19.04/hr	\$20.05/hr	\$22.10/hr

Sergeants 4/2 Schedule & New Hires on 2080 hours

START	STEP I	STEP 2
\$47,355.75	\$48,239.81	\$50,833.02
\$22.77/hr	\$23.19/hr	\$24.44/hr.

June 1, 2007-May 31, 2008

Police Officers-4/2 Schedule & New Hires on 2080 hours

START	STEP I	STEP 2	STEP 3	STEP 4	STEP 5
\$32,360.30	\$36,660.78	\$38,765.25	\$40,991.75	\$43,157.24	\$47,579.72
\$15.56/hr	\$17.63/hr	\$18.64/hr	\$19.71/hr	\$20.75/hr	\$22.87/hr

Sergeants-4/2 Schedule & New Hires on 2080 hours

START	STEP I	STEP 2
\$49,013.20	\$49,928.20	\$52,612.18
\$23.56/hr	\$24.00/hr	\$25.29/hr

June 1, 2008 – May 31, 2009

Police Officers – 4/2 Schedule & New Hires On 2080 hours

START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$33,654.71	\$38,127.21	\$40,315.86	\$42,631.42	\$44,883.53	\$49,482.91
\$16.18/hr	\$18.33/hr	\$19.38/hr	\$20.50/hr	\$21.58/hr	\$23.79/hr

Sergeant-4/2 Schedule & New Hires on 2080 hours

START	STEP 1	STEP 2
\$50,973.73	\$51,925.33	\$54,716.67
\$24.51/hr	\$24.96/hr	\$26.31/hr

February 12, 2006-May 31, 2006

*First pay period current employees may be on new schedule of 2080 hours earning \$1.00/hr more per step. If current employees do not elect the 2080 schedule in the first open season but do elect in the second ,wage rates will be different.

Current Police Officers on 2080 hours elected schedule

START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$32,356.58	\$36,382.32	\$38,341.37	\$40,429.58	\$42,431.69	\$46,565.06
\$15.56/hr	\$17.49/hr	\$18.43/hr	\$19.44/hr	\$20.40/hr	\$22.39/hr

Current Sergeants on 2080 hours elected schedule

START	STEP 1	STEP 2
\$47,899.90	\$48,760.92	\$51,251.20
\$23.03/hr	\$23.44/hr	\$24.64/hr

June 1, 2006-May 31, 2007

Current Police Officers on 2080 hours elected schedule

START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$33,489.06	\$37,655.70	\$39,683.32	\$41,844.62	\$43,916.80	\$48,194.84
\$16.10/hr	\$18.10/hr	\$19.08/hr	\$20.12/hr	\$21.11/hr	\$23.17/hr

Current Sergeants on 2080 hours elected schedule

START	STEP 1	STEP 2
\$49,576.40	\$50,467.55	\$53,044.99
\$23.83/hr	\$24.26/hr	\$25.50/hr

June 1, 2007 – May 31, 2008

Current Police Officers on 2080 hours elected schedule

START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$34,661.18	\$38,973.65	\$41,072.24	\$43,309.18	\$45,453.89	\$49,881.66
\$16.66/hr	\$18.74/hr	\$19.75/hr	\$20.82/hr	\$21.85/hr	\$23.98/hr

Current Sergeants on 2080 hours elected schedule

START	STEP 1	STEP 2
\$51,311.57	\$52,233.91	\$54,901.57
\$24.67/hr	\$25.11/hr	\$26.40/hr

June 1, 2008-May 31, 2009

Current Police Officers on 2080 hours elected schedule

START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$36,047.63	\$40,532.60	\$42,715.13	\$45,041.55	\$47,272.05	\$51,876.30
\$17.33/hr	\$19.49/hr	\$20.54/hr	\$21.66/hr	\$22.73/hr	\$24.94/hr

Current Sergeants on 2080 hours elected schedule

START	STEP 1	STEP 2
\$53,364.03	\$54,323.27	\$57,097.63
\$25.66/hr	\$26.12/hr	\$27.45/hr