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**COLLECTIVE
BARGAINING
AGREEMENT**

by and between the

VILLAGE OF SCOTIA

and the

**SCOTIA PATROLMEN'S
BENEVOLENT
ASSOCIATION**

June 1, 2005 – May 31, 2009

RECEIVED 5/24/06

Collective Bargaining Agreement

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AGREEMENT

This Collective Bargaining Agreement is made by and between the VILLAGE OF SCOTIA, a municipal corporation of the State of New York, located in the County of Schenectady, New York (hereinafter referred to as the “Employer” or the “Village”) and the SCOTIA PATROLMEN’S BENEVOLENT ASSOCIATION, (hereinafter referred to as the “P.B.A.”).

WITNESSETH

WHEREAS, the parties hereto desire to maintain the general efficiency of the Scotia Police Department; and

WHEREAS, the parties hereto desire to promote the morale, equal rights, well-being and security of the employees thereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

ARTICLE 1 PROVISIONS GOVERNING CONTRACT

The law governing this contract shall be the Public Employees’ Fair Employment Act, and such provisions of the Civil Service Law, including the Rules and Regulations of the Schenectady County Civil Service Commission, and such local laws of the Village of Scotia as they now exist which are not inconsistent with said act and the Civil Service Law.

ARTICLE 2 RECOGNITION

Section 1 The Employer recognizes the Scotia P.B.A. as the sole and exclusive representative for all of the employees of the Scotia Police Department, exclusive of the Chief and Deputy Chief, as further described in Article 3.

Section 2 The Employer agrees that the Scotia P.B.A. shall be the sole and exclusive representative for all employees of the Scotia Police Department in the said units for all bargaining and grievances for the period of this contract unless it is sooner superseded for such status pursuant to a Taylor Law representation contest.

Section 3 The Employer shall deduct from the wages of the employees of the Scotia Police Department and remit to the P.B.A. regular membership dues for those employees who signed authorizations permitting such payroll deductions.

Section 4 The P.B.A. affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or to participate in such a strike.

ARTICLE 3 COLLECTIVE BARGAINING UNIT DEFINITION

The Scotia Police Department shall be constituted of one unit for the purpose of collective bargaining pursuant to this agreement, which unit shall be: all patrolmen and sergeants in the employ of the Scotia Police Department.

Bargaining pursuant to this agreement, with respect to the above described Bargaining Unit shall be carried on exclusively by and between representatives of the Village Board of Trustees and representatives of Scotia P.B.A., including counsel, if so desired.

ARTICLE 4 CONDUCT OF EMPLOYMENT

All employees of the Police Department of the Village of Scotia shall comply with the rules and regulations of the Scotia Police Department promulgated by the Chief of Police, approved by the Board of Trustees, and the Bargaining Unit, as such rules and regulations now exist. Such rules and regulations are agreed upon to be generally matters of administration. Any modification or amendment of said rules and regulations may be made by the Employer, but if such change in any way affects the general work conditions of the employees or otherwise affects their rights and privileges under this agreement, the modification or change must be approved by the bargaining unit.

ARTICLE 5 WORK WEEK

All employees of the Scotia Police Department shall work a forty-hour week and such overtime as may be required. The workweek begins at 12:00 AM Sunday morning and ends at 11:59 PM Saturday night. Employees called back to work for emergency duty shall receive compensatory time off or be paid pursuant to Article 7, section 1(d) for hours so worked.

ARTICLE 6 WORK SCHEDULES

Section 1 **Work Days:** Eight hours shall constitute a work shift and the Chief shall establish a table of organization designating the number of police officers who shall be assigned to each of the following tours of duty:

A-Tour: 12:00 a.m. to 8:00 a.m.
B-Tour: 8:00 a.m. to 4:00 p.m.
C-Tour: 4:00 p.m. to 12:00 a.m.

Said table of organization shall provide scheduled regular days off for each position designated therein. The table of organization shall be attached hereto and made a part hereof.

Section 2 **Annual Shift Bids:** Shifts will be bid once each year. The table of organization showing days off and shifts shall be posted November 1st and bids shall be completed by November 30th. The new schedule shall take effect on January 1st of the next year. Members shall be entitled to bid for their tours of duty and days off in accordance with seniority. In the event that a new member is added to the department, an officer retires, an officer is promoted, an officer suffers a longstanding illness or injury, or a permanent vacancy occurs, the Chief may order a new shift bid. The provisions of this paragraph may be replaced with the language of section 2 “Assignments of Tours of Duty” (1996-1999 Agreement), on or after June 1, 2002, at the option of the Village or the PBA.

Section 3 **Exchanges of Tours of Duty:** Police officers shall be permitted to exchange tours of duty upon their mutual agreement to do so, provided however that appropriate prior approval has been obtained. Approval shall not be unreasonably denied, provided the police officer requesting the exchange has shown that the exchange is necessitated by his/her personal circumstances. For the purpose of computing overtime, all hours worked pursuant to this section shall be considered as hours worked by the police officer originally scheduled to work such hours and the police officer performing such hours worked in exchange waives any consideration of such hours for overtime. Such exchanges shall not be permitted if they will result in a police officer working more than sixteen (16) consecutive hours.

Section 4 **Vacancies to Assignments:** Vacancies to assignments shall be posted and all employees shall be entitled to bid for such positions. The Chief or his/her designee shall select an individual from among those who bid, giving due consideration to seniority. An employee who is by-passed in selection for such assignment shall be advised of the reason and may file a grievance if he/she believes the Chief’s decision to be erroneous. Such grievance shall follow the procedure set forth in Article 16 of this agreement up to and including Step 3. The determination of the Village Board shall be final. If no one bids for the position, the Chief or his/her designee may assign someone to fill the vacancy.

Section 5 Temporary Vacancies to Tours of Duty:

a. For the purposes of this section, a temporary vacancy shall be defined as an opening known to, or reasonably expected to, last longer than one month but no longer than three months.

b. In the event of a temporary vacancy, if the Chief decides to temporarily suspend a position on a different shift for the duration of the vacancy, the other members shall have the following rights:

- 1.) Officers on the tour which has a temporarily suspended position shall, by seniority, bid onto the shift with the temporary vacancy. Officers remaining on the shift with the suspended position shall then bid for the days off as designated on the Table of Organization attached hereto.
- 2.) Upon the return of the temporarily absent officer, all officers whose permanent assignments have been affected by the temporary vacancy shall return to their previously bid assignments.
- 3.) If the stated time for the termination of temporary vacancy occurs without the return of the absent officer, the P.B.A. may opt for either a total departmental assignment bid or a continuation of the temporary vacancy.
- 4.) In the event of multiple temporary vacancies or an increase in the expected duration of the temporary vacancy, the P.B.A. may opt for a total departmental assignment bid.

c. In the event of a temporary vacancy to a sergeant position, if the Chief elects to suspend a sergeant position on another shift, the remaining sergeants shall, by seniority, bid the available positions and upon termination of the temporary vacancy, return to their previously bid positions.

d. All previously requested or bid vacation, holidays, personal days or other days off shall not be affected by the reassignment of officers due to any vacancy, provided such bidding is completed by January 31 each year, subject to the Mayor's declaration of an emergency. An emergency may not be declared for purposes of avoiding overtime.

ARTICLE 7 RECALL AND OVERTIME DUTY

Section 1 **Definitions:** For the purposes of this article, the following definitions shall be used:

a. **Declared Emergency:** Any event or condition declared officially by the Police Chief or his/her designee as an “emergency” which requires employees of the Scotia Police Department to work overtime or be recalled to duty.

b. **Overtime:** Overtime is any time necessarily worked in excess of the employee’s regular eight-hour tour of duty.

c. **Recall Time:** Recall time is any time an employee is called back to duty. Each employee shall be credited with a minimum of two (2) hours worked, to be compensated at the overtime rate set forth in Section 2 of this Article, for each time he/she is so called back to work. For attendance at training sessions only, the minimum hours requirement of this section is waived. This waiver does not include training officers.

d. **Compensatory Time:** Each employee shall be credited with compensatory time equivalent to the amount of overtime worked and not paid. Compensatory time may, at the election of the employee, be used either as compensatory time off or paid according to the appropriate schedule. Compensatory time off may be scheduled at the discretion of the employee provided that such scheduling of compensatory time off does not result in any shift being manned by fewer than two (2) members of the department. Every attempt will be made between the Police Chief or his/her designee and the employee to agree upon the time to be taken as compensatory time off. In the event that the employee cannot be scheduled for compensatory time in accordance with this Article, the employee will be compensated for all additional hours at the rate hereinafter set forth. Each employee has the right to carry over up to 480 hours of compensatory time into the next fiscal year.

When such compensatory time is taken, it will be compensated at the salary rate currently in effect. In the event the employee has over 480 hours of compensatory time accumulated at the end of any given fiscal year, all such time over and above 480 hours shall be paid at the end of that fiscal year.

e. **Accumulated Time and Holiday Time Off:** Accumulated time and holiday time off may be scheduled at the discretion of the employee and the employee shall not be deprived from taking his/her scheduled time off due to an unexpected subsequent shortage of manpower in the Department or otherwise, except in the case of a declaration of emergency by the Chief or his/her designee. In the event that an employee is required to work during his/her scheduled compensatory time off due to a declaration of emergency by the Chief or his/her designee, the employee will be compensated for the hours of his/her compensatory time off that he/she was required to work, such time worked shall be paid at the rate of time and one-half (1½).

Section 2 Compensation: Overtime may, at the election of the employee, be used either as compensatory time off, or paid in salary at the rate of time and one-half (1½) the officer's hourly rate for each one hour of overtime worked. The hourly rate shall be computed using the following hourly rate formula: the officer's annual salary plus longevity allowance, educational incentive and any other inclusion required by FLSA, divided by two thousand eighty.

Section 3 Overtime or Recall Credit: Employee shall be considered to be entitled to overtime or recall credit when recalled or working overtime for the following purposes only:

- Administrative Hearing (A.B.C., S.L.A., Motor Vehicle)
- Arrests (If necessary to work over regular tour of duty)
- Preparing Information for Court if necessary to work over
- Court Appearances (Criminal)
- Court Hearings (Criminal)
- Criminal Investigations of Complaints if necessary to work over
- Accident Investigations if necessary to work over

- Grand Jury
- Firearms Training
- Halloween, Parades and other special celebrations and events
- If called back to cover a shift because of illness
- Breathalyzer tests if work over or called in to take test (Breathalyzer Operator)
- Any appearance pursuant to subpoena for official business arising out of an on-duty occurrence
- Traffic duty when necessary to work over
- Fire Details if working over
- Seminars and schools if they are in addition to working regular hours
- Evidence taken to State Police Lab if taken on off duty time
- Speeches and Talks (Schools, Clubs, Churches, Etc.)
- General Departmental meetings when necessary for a meeting
- Recall time shall be compensated as overtime.

Section 4 **Approval:** No recall time or overtime shall be credited to the employee as compensatory time off pursuant to this Article unless approval thereof shall have first been given by the Police Chief or his/her designee.

Section 5 **Limitation:** An employee's scheduled days off or assigned shift, during the normal tour of duty, shall not be changed for the purpose of avoiding overtime or recall.

ARTICLE 8 SALARIES AND SHIFT DIFFERENTIAL

Section 1 Salaries for work performed by employees of the Scotia Police Department pursuant to this agreement shall be those set forth in Schedule A which is attached hereto, incorporated herein and made a part hereof.

Section 2 Police officers who work the A-Tour of duty (12:00 AM to 8:00 AM) shall be entitled to a two and one-half percent (2.5%) shift differential for all hours so worked. Police officers who work the C-Tour of duty (4:00 PM to 12:00 AM) shall be entitled to a one and one-half percent (1.5%) shift differential. The shift differential shall be computed using the hourly rate formula set forth in Article 7, Section 2 herein.

ARTICLE 9 LONGEVITY PAY

In addition to the salary to which employees are entitled pursuant to Article 8 hereof, employees who shall have completed at least five years continuous service in the Scotia Police Department at their respective last anniversary dates shall be entitled to longevity pay at the rate of six hundred and twenty-five dollars (\$625) upon their fifth anniversary and an additional one hundred and twenty-five dollars (\$125) for each year of continuous service completed as of each employee's anniversary date until the employee leaves employment. Employees entitled to longevity payments shall receive said payments separately from payment of weekly wages or any other payments due on the next pay day immediately following the anniversary of the employee's appointment.

ARTICLE 10 EDUCATIONAL INCENTIVE PAY

In addition to salary, employees who have, as of June 1, achieved a Bachelor's Degree in police science or a closely related field of study shall be entitled to receive educational incentive pay in the amount of \$300.00 per year.

Employees who have, as of June 1, achieved an Associates Degree in police science or a closely related field of study shall be entitled to receive educational incentive pay in the amount of \$150.00 per year.

Such educational incentive pay shall be prorated and paid over the twenty-six pay periods within the fiscal year, for the duration of employment.

ARTICLE 11 HOSPITALIZATION, MEDICAL, DENTAL, HEALTH CLUB BENEFITS

Section 1 Hospitalization and Medical Insurance:

a. Insurance Plan: The Village will make available the CDPHP AttentiCare™ EPO 15 Plan with Co-pay 15/40 (Rider 776c) and a “10/25/40” prescription drug plan (Rider 765a) to each employee and the employee’s covered family members. The Village shall ensure that the following Riders are attached to, made a part of and amend said CDPHP AttentiCare™ EPO 15 Plan:

1. Rider 765a - Prescription Rx;
2. Rider 776c - Office Copayments;
3. Rider 702b - Dependent Eligibility;
4. Rider 782a - Domestic Partner;
5. Rider 795 - Benefit Period;
6. Rider 797 - Pre-existing Conditions;
7. Rider 708a - Medicare Split Eligibility;
8. Rider 715a - Durable Medical Equipment;
9. Rider 704b - Dependent Eligibility;
10. Rider 700 - Expanded Network;
11. Rider 780b - Optical

(A Benefit Summary for the CDPHP AttentiCare™ EPO 15 Plan and a Summary of the above Riders are attached hereto and made a part hereof as Schedule C).

The Village may, during the period June 1, 2006 through May 31, 2009, elect to replace the AttentiCare™ EPO 15 Plan with the AttentiCare™ EPO 20 Plan or the AttentiCare™ EPO 25 Plan. With the exception of the corresponding “Rider 776”, the same Riders referred to above shall be attached to, made a part hereof and amend any replacement Plan (i.e. EPO 20 Plan or EPO 25 Plan). In the event that the Village makes such an election and the new insurance plan provides for any benefits, deductibles, copayments or any other charge for prescriptions and/or health benefits under terms less favorable than are available to employees and their covered family members/domestic partners and to retirees and/their respective covered family members/domestic partners under the then current CDPHP AttentiCare™ EPO 15 Plan (hereinafter referred to as “Plan Differences”), the Village agrees to reimburse the affected employee and/or retiree and their respective covered family members/domestic partners for all Plan Differences. Said reimbursement to a retiree and his/her covered family members/domestic partner shall be in addition to the reimbursement provided for in Article 12, Section 3. The employee and/or retiree and their respective covered family members/domestic partners shall be reimbursed within twenty-one (21) days of submission to the Village of receipts, cancelled checks, printouts or other documentation from the provider or the insurer or other proof reasonably acceptable to the Village documenting the expense.

b. Health Insurance Premium (hired before 6-1-2006): For an employee hired before June 1, 2006, the Village will pay ninety percent of the monthly premium for individual, two-person, or family health insurance coverage, as the case may be. The employee’s contribution to the health insurance premium will be deducted from the employee’s regular paycheck.

c. Health Insurance Premium (hired after 6-1-2006): For an employee hired on or after June 1, 2006, the Village will pay eighty-five percent of the monthly premium for individual, two-person, or family health insurance coverage, as the case may be. The employee’s contribution to the health insurance premium will be deducted from the employee’s regular paycheck.

d. Pre-Tax Premium Contributions: The Village shall maintain a plan pursuant to the provisions of Section 125 of the Internal Revenue Code which shall allow an employee to elect to pay the employee's contribution to the health insurance premiums with pre-tax dollars.

e. Health Insurance Reimbursement: Police officers covered by this agreement who have other health insurance coverage may elect to opt out of the health insurance coverage provided by the Village. Those police officers who elect to opt out shall be reimbursed at the rate of \$1,200.00 per year which shall be paid by the Village annually at the end of the year in the first pay period in December. For each year a member elects this option, he/she must submit proof of other insurance to the Village Clerk by November 30th of the preceding year. If a police officer who has elected this option loses his/her other health insurance coverage, he/she shall immediately notify the Village Clerk and his Village coverage shall be reinstated within thirty days. His/her reimbursement shall be prorated accordingly.

Section 2 Dental:

a. The Village will provide at no cost to each employee, a dental plan as described in Schedule "D". The Village will provide the dental plan as described in Schedule "D" to eligible family members of each employee so long as the employee shall pay 20% of the additional cost of such family coverage.

b. The maximum benefit will be \$2,000.00 for each covered participant per fiscal year.

Section 3 Health Club Membership: Upon proof of membership in a physical fitness club, the Village will reimburse each employee for up to one hundred and fifty dollars per fiscal year (June 1 through May 31) for the cost of the membership.

ARTICLE 12 RETIREMENT

Section 1 **Retirement Plans:** Employees shall have available to them two retirement plans, subject to the Rules and Regulations of the New York State Retirement System regarding same:

a. The Special 25-year plan for police and firemen under Retirement and Social Security Law, Section 384; in conjunction with the 1/60th non-contributory plan (available to all Village employees who choose to join it), under Retirement and Social Security Law, Section 375-b and 375-e; or

b. the 20-year non-contributory retirement plan for policemen as set forth under the provisions of Subdivision d, Section 384, of the Retirement and Social Security Laws of the State of New York.

It is understood and agreed to by both parties hereto that an employee may select his/her retirement plan from either Paragraph a or b above, and if otherwise permitted by the Rules and Regulations of the New York State Retirement System, an employee may choose to withdraw from one of said plans and join the other, and vice versa.

Section 2 **Calculations:** Retirement benefits shall be calculated by use of the “final average salary” as such term is defined in Section 302 (9) (d) of the Retirement and Social Security Law, with respect to any employees to whom such benefit is made applicable by the present provisions of said Section 302 (9) (d).

Section 3 Retiree Health Insurance:

a. Retiree Health Insurance Coverage: The Village shall provide each retiree and their eligible family members/domestic partners with health insurance including a prescription drug plan. The Village shall pay for the same plan (i.e. single, two-person or family) as the retiree had as of his/her date of retirement. However, if during retirement, the retiree no longer qualifies for that plan (i.e. single, two-person or family), the Village shall no longer be responsible for the premium related to such a plan (e.g. Retiree qualified for a family plan as of his/her date of retirement. In the event that at some point in retirement he/she no longer qualifies for a family plan, the Village would no longer be obligated to pay for a family plan for that retiree anytime thereafter).

b. In the event the retiree predeceases the retiree's eligible spouse and/or dependents, the spouse and/or dependents may continue health insurance and prescription drug coverage provided the spouse and/or eligible dependents pays the cost of the premium. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

c. The health insurance plan which shall be offered to the retiree and his/her covered family members/domestic partner shall be the same as offered to then current members of the bargaining unit as if the retiree were still actively employed. However, in the event that the then current health insurance plans and prescription drug plans provide for deductibles and/or copayments which are greater than those in effect upon the employee's retirement, the retiree and his/her covered family members/domestic partner will be reimbursed for any such additional costs incurred due to such increases in deductibles and/or copayments up to a maximum of \$500 per fiscal year (June 1 through May 31). Such retiree and his/her covered family members/domestic partner shall be reimbursed within twenty-one (21) days of submission to the Village of receipts, cancelled checks, printouts or other documentation from the provider or the insurer or other proof reasonably acceptable to the Village documenting the expense.

d. Retiree Health Insurance Premium (hired before 6-1-1999): Upon retirement of an employee hired before June 1, 1999, the Village will pay the full monthly premium for individual, two-person, or family medical insurance coverage, as the case may be.

e. Retiree Health Insurance Premium (hired after 6-1-1999): Upon retirement of an employee hired on or after June 1, 1999, the retiree must continue to pay the same premium contribution that was in effect for that employee at the time of his/her retirement.

ARTICLE 13 TIME OFF

Section 1 Vacations:

a. Employees of the Scotia Police Department are entitled to vacations annually as follows:

After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	3 weeks plus one additional day for each full year worked after the tenth year anniversary, beginning with the tenth year, up to a maximum of twenty-five days annual vacation.

For additional days over and above three weeks, the employee may elect to take said days in single days or in blocks of five days.

b. Vacations will be bid once a year, commencing December 1st. The bidding will be done by seniority. The first two weeks must be signed by January 31st. The first three weeks must be taken as full weeks. Members with additional vacation time may be used as full weeks or taken in single days. Certain periods shall be called “Prime Time” and are currently designated as the last two weeks in May, the month of June, the month of July, the month of August, the week up to and including Labor Day, and the week between Christmas and New Year’s. The designation of “Prime Time” may be modified by the Chief or his designee at his discretion.

1. Those members initially picking their vacations may pick two (2) "Prime Time" weeks on their first pick.

2. After all members of the department have made their initial picks, each member may then choose an additional "Prime Time" week on his/her second pick.

The holiday sign up sheet will be posted after everyone has signed up for their first two weeks of vacation.

c. Employees who resign after having given at least two weeks advance notice thereof, in writing, to the department head, or who is discharged from the department, shall be entitled to vacation leave with full pay upon such resignation or discharge, in an amount equivalent to the vacation credit which the employee has, at such time earned and unused, or at the sole option of the Employer, such employee shall be paid an equivalent cash lump sum payment, in lieu of such vacation pay.

Section 2 **Personal Leave:**

a. Employees of the Scotia Police Department shall be entitled to a maximum of five days personal leave with pay, upon good cause shown. Personal leave may be taken in two-hour blocks. Such personal leave shall not be unreasonably denied. Except in exceptional or emergency situations, a three-day notice shall be given for such time desired.

One day of such personal leave may be voluntarily given, at the option of each member of the PBA, to a certain "Time Pool" to be created for the benefit of the P.B.A. President or his/her designee as set forth in Article 19, Section 6, below. In addition, at the end of the year, all unused personal leave shall be given to the P.B.A. Time Pool for use in the upcoming years.

- b. Good cause as used in subdivision “a” hereof shall mean the following only:
1. Religious observances
 2. Doctor or dental appointments
 3. Marriages and births (applicable only to wife and children)
 4. All other legal or personal affairs which must take place during the employee’s working hours or which would interfere with an employee’s ability to perform his duties. Employees on second and third shift will not be discriminated against in the application of this Article.
 5. Emergency Family Medical Problem (see section “c”).

c. Upon request of a member, additional personal leave may be granted to such member by the Board of Trustees, upon good cause shown. Such additional personal leave shall be leave without pay unless the member shall have standing to his/her credit compensatory overtime, holiday time, vacation time or accumulated sick leave, in which case such additional personal leave shall be charged against such time as follows: Additional personal leave shall be charged first against compensatory time, if any, until same is exhausted. Thereafter, such additional personal leave shall be charged successively against holiday time, vacation, and accumulated sick leave, exhausting each category before proceeding to the next.

Section 3 **Family Leave:** Employees of the Scotia Police Department may be absent from duty with pay, by reason of a death in the employee’s family, for a period of not more than five working days from the date of such death. The term immediate “family” as used herein shall mean the employees spouse and children (natural, adopted or stepchildren), a parent or step-parent (or person in the status of parent), brother, sister and grandparent of either the employee or his/her spouse and any person residing with the employee.

Section 4 Sick Leave:

a. Employees earn sick leave hereunder at the rate of 10 hours per month. Employees shall accumulate, without limitation, such sick leave, if unused, together with the other allowable days at the discretion of the Chief with the express understanding that no demand for payment of such accumulated sick leave will be made by the P.B.A and no payment will be made therefore at retirement, termination of employment or at any other time, except as provided for in Section 4 (b) below.

b. If an officer suffers a non-duty connected disabling injury or sickness which renders him/her permanently disabled, the Village will not commence counting the statutory one year for purposes of Section 73 of the Civil Service Law unless or until all prior accumulated sick leave or other discretionary service credits have been exhausted. At the option of the officer, he/she may elect to be paid for all unused sick leave and other discretionary service credits and consent to a non-duty connected disability retirement.

Section 5 207-c Leave: If the Village contests a member's entitlement to GML Section 207-c status, the Village shall notify the member in writing, and the matter shall be referred to the grievance procedure at the Mayor's level, Article 16, Step 2. If the Village continues to contest the member's entitlement after exhaustion of the grievance procedure, the matter shall be referred to a PERB arbitrator in accordance with Article 16, Section 3, except as follows: a stenographic record may be made of all such proceedings at the request of either party. Determinations of the arbitrator shall be subject to review in accordance with CPLR Article 78. The fees of the arbitrator and stenographer shall be divided equally between the parties.

Section 6 Holidays:

a. Employees of the Scotia Police Department are entitled to eleven (11) paid holidays per year, as follows:

New Years Day	January 1
Lincoln’s Birthday	February 12
Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
General Election Day	First Tuesday after the First Monday in November
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

b. In addition to the eleven (11) paid holidays as set forth in paragraph “a” hereof, employees of the Scotia Police Department shall be entitled to any legal holiday designated by the employer.

c. Spring Holidays start on January 1st and go until May 15th. Spring Holidays are available to be bid immediately after all officers have completed picking their first two weeks of vacation. Fall Holidays bid sheet will be posted on or about September 1st. Fall Holidays start on September 15th and go until December 15th. Holidays shall not be granted if overtime is created, except on the short day of each shift.

d. In the event that an employee is required to work on any of the holidays set out in paragraph “a”, he/she shall be compensated for said holiday worked at the rate of time and one-half (1½) times the hourly rate as set forth in Article 7, Section 2. A holiday shall be defined as the period from 12:00 a.m. to 12:00 midnight of the designated day.

e. Employees shall be entitled to said holiday pay at the rate of time and one-half (1½) for each and every hour worked during the twenty-four hour holiday period.

f. Unused floating holidays accrued pursuant to this section shall be paid at the member's regular rate in the first pay period in December. All holidays not signed up for by November 25th shall be cashed in.

g. Any member retiring in good standing will be entitled to holidays as follows:

1.) Members retiring January 1st through the first Monday in September shall receive 6 holidays.

2.) Members retiring after the first Monday in September through December 31st shall receive 5 holidays, plus any unused spring holidays.

h. Recruits, while at the training academy, are subject to the school's schedule and will receive only those days off designated by the academy. No accumulation of unused holidays will occur while a recruit is in the academy. In the event a recruit attends school on any of the Holidays listed in Section 6 (a) of this chapter, the recruit will receive only his/her regular salary, and not time and one half pay as stated in Section 6 (c).

ARTICLE 14 DEATH BENEFITS, LIFE INSURANCE, DISABILITY INSURANCE

Section 1 **Death Benefits:** In the event of accidental death of an employee of the Scotia Police Department in the line of duty, such employee's widow/widower or estate shall receive a sum equal to his/her annual salary and each child under 18 years of age shall receive \$1,000.00, all as prescribed by Section 208 (b) of the General Municipal Law, in addition to any death benefits provided by retirement plans of which such employee is a member.

Section 2 **Life Insurance:** Commencing June 1, 1986, the Village shall reimburse the Association for the net cost of life insurance on the life of the P.B.A. member for \$25,000.00, member's spouse for \$5,000.00 and child for \$1,000.00. The net cost shall be determined as the cost of the group life insurance policy less \$40.50 per Association member.

Section 3 **Disability Insurance:** The Village will reimburse a member's sick leave accruals equivalent to the amount of reimbursement received by the Village from the State Disability Insurance Policy it maintains.

ARTICLE 15 CLOTHING ALLOWANCE

Each employee of the Scotia Police Department is entitled to a Clothing Allowance in the sum of \$200.00. Such clothing allowance shall be used for the purchase of service ties, belts, and shoes and any other clothing or equipment necessary. Employees may purchase the above referenced items meeting department uniform standards from any available vendor and shall be reimbursed for the cost of said items. This clothing allowance is in addition to the clothing and equipment currently provided to members by the Department.

ARTICLE 16 GRIEVANCES

Section 1 **Definition:**

a. Grievance Definition: A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing law, rules, procedures, regulations, administrative orders or work rules and shall include all provisions of this agreement.

b. Grievance Form: All contract grievances and responses thereto must be in writing, signed by the issuing party and attached to one another so as to constitute a complete file.

c. **Days:** All references to days in this Article shall exclude Saturdays, Sundays or legal holidays recognized by the Village.

d. **Filing:** A grievance must be filed at any step of the grievance procedure exclusive of arbitration, by personal delivery to the Chief or an employee of the Village Clerk's Office. A response to a grievance must be filed by personal delivery to the President, Vice President or their designee.

e. **Policy Grievance:** A grievance outside the jurisdiction of the Chief shall be filed by the Association with the Chief who must respond within two (2) days.

Section 2 **Grievance Procedure:**

a. **Time Limitations:** A grievance must be filed within twenty days of the date of the occurrence complained of or within 20 days of the date when the grievant or the Association knew or should have known of the occurrence.

b. **Procedure:**

Step 1: The grievance shall be filed with the Chief of Police who may meet with the grievant and/or the Association within five (5) days. The Chief's response must be filed within five (5) days of when the meeting was held but no later than ten (10) days of the original filing.

Step 2: If the grievance is not resolved at Step 1, the Association may appeal the grievance by filing with the Mayor within five (5) days of the receipt of the Chief's response. The Mayor may meet with the grievant and/or the Association within five (5) days of the grievance being filed. The Mayor's response must be filed within five (5) days of when the meeting was held but no later than ten (10) days of the filing at Step 2.

Step 3: If the grievance is not resolved at Step 2, the Association may appeal the grievance by filing with all members of the Board of Trustees within five (5) days of receipt of the Mayor's response. Failure to file said grievance with all members of the Board of Trustees shall constitute non-compliance with the provisions of this step of the grievance procedure. The Board of Trustees shall meet with the grievant and/or the Association at its next regularly scheduled meeting. The Board of Trustees' response must be filed within twenty (20) days of that meeting.

Section 3 **Arbitration:** Any unresolved grievance having been processed fully through Step 3 of the grievance procedure may be submitted to arbitration by the Association within twenty (20) days of receipt of the response of the Board of Trustees. A demand for arbitration shall be filed with the Public Employment Relations Board in accordance with its rules and procedures. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 4

a. The failure to process any grievance in accordance with the time limits heretofore stated for any step shall constitute a contractual bar to processing the claimed grievance and it shall be deemed abandoned. A grievance so deemed abandoned shall not be a binding precedent to the granting or denial of any other grievance.

b. Failure of the designated employer representative(s) to respond to a grievance in the manner prescribed within the time limit stated, at any step, shall entitle the grievant/Association to proceed to the next step. However, such failure to respond shall not start the time running within which the grievant/Association must proceed to the next step.

ARTICLE 17 BARGAINING IMPASSES

All impasses in bargaining, as defined by the Public Employee's Fair Employment Act, shall be resolved by the procedures relevant thereto.

ARTICLE 18 RESERVATION OF RIGHTS

The Employer reserves unto itself all rights not specifically granted to the employees or to the Scotia P.B.A. in the Public Employee's Fair Employment Act or in this agreement.

ARTICLE 19 ADDITIONAL RIGHTS OF THE SCOTIA P.B.A.

Section 1 **Grievance Adjustment:** A duly authorized representative of the Scotia Patrolmen's Benevolent Association, whose identity shall be known in advance to the Village, shall be admitted to the premises of the Department for the purposes of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with, hamper, or obstruct normal operations. The Village shall not be liable for any time lost by employees during such visits. Upon the request of the officer in charge of the Department, said P.B.A. representative shall state the purpose of his visit. When practicable the Village shall be notified in advance of such visits.

Section 2 **Scotia P.B.A. Representative Appearance:** The Village recognizes the right of the Scotia P.B.A. to appear on behalf of employees in the designated unit, at their written request, at public hearings before the Board of Trustees for the purposes of discussing matters relating to police work in the Village but in no way related to matters which are the subject of this contract or related to grievances arising out of the administration thereof.

Section 3 **Use of Bulletin Boards:** The Association shall have the use of bulletin boards maintained on Department premises for the posting of notices relating to P.B.A. meetings and other official business. The bulletin boards shall be used exclusively for the above-stated purposes.

Section 4 **Eligibility:** Not more than two (2) employees designated or elected by the members of the Scotia P.B.A. shall act at any given time to assist in administration of the terms of this agreement and to process grievances arising thereunder.

Section 5 **Leave for Association Representatives:** Not more than two (2) employees, designated or elected to represent the members of the Unit at statewide conventions or meetings of the Police Conference of New York, Inc., must apply in writing, giving five (5) days notice, for leave to utilize the “time pool,” as specified in Section 6 below, to attend such meetings or conventions. The application must include the purpose of the requested leave and the expected duration. No leave shall be granted for a period to exceed five (5) days. The Chief or his/her designee shall make necessary changes to allow the two Association representatives such leave time. Any such changes made may not violate any provisions of this contract. No other member of the Association shall be prevented or restricted from taking vacation or other time off while the two Association representatives utilize such leave time.

Section 6 **Time Pool Creation:** There is hereby created a “time pool” of days equal to the number of Association members, which consists of days which are to be contributed by the individual members of the Patrolmen’s Benevolent Association, by voluntarily transferring to such pool one day of their annual personal leave and a contribution of five (5) days by the Village. In addition, at the end of each year, all unused personal leave shall be donated to the P.B.A. time pool for use in the upcoming years. This time pool is to be used exclusively by the P.B.A. representative or his designee for P.B.A. business including attendance at the statewide P.B.A. convention and P.B.A. related activities.

Section 7 **Training Committee:** A Training Committee shall be implemented comprised of the Chief or his/her designee, a Trustee and a P.B.A. representative. The Committee shall meet at least monthly. The goal of the Committee shall be to develop a pilot program to provide training to Police Officers to enhance and improve the performance of their duties.

ARTICLE 20 INDEMNIFICATION

Section 1: Recognizing that all police officers are presumed to be subject to duty 24 hours a day, any action taken by a member of the Scotia Police Department, within the State of New York, on his/her time off, which would have been appropriate if taken by an officer on active duty if present and available shall entitle such member to all the rights and benefits concerning such acts as if he/she were then on active duty. However, no compensation shall be deemed earned as overtime or recall pay because of such action, unless approved by the Chief of Police.

Section 2: In the event that a member of the Scotia Police Department is confronted with a claim arising out of any action taken by him/her on his/her time off which would have been appropriate if said officer had then been on active duty, the Village of Scotia will provide legal counsel for his/her defense and hold him/her harmless from any financial loss resulting from such a claim.

ARTICLE 21 RIGHTS OF EMPLOYEES

Section 1: Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

Section 2: The security of the community depends to a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of the public trust.

Section 3: The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions often require immediate investigation by superior officers designated by the Chief of Police of the Village of Scotia. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- a. Unless exigencies of the investigation dictates otherwise, the interrogation of a member of the force shall be at a reasonable hour and when the member of the force is on duty. When, however, the exigencies of the situation dictate that a member of the force be interrogated when he/she is not on duty, he/she shall then be reassigned to a tour of duty covering the period of interrogation.
- b. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at police headquarters or the location where the incident allegedly occurred.
- c. The member of the force shall be informed of the nature of the investigation before any interrogation commences. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial contact.
- d. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephones calls, and rest periods as are reasonably necessary.
- e. The member of the force shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

f. The complete interrogation of the member of the force shall be recorded mechanically or by a Village of Scotia stenographer. There will be no “off the record” questions. All recesses called during the questioning shall be recorded.

g. If a member of the force is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the Supreme Court of the United States.

h. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the Rules and Procedures. Counsel and a representative of the Association may be present during the interrogation of a member of the force.

ARTICLE 22 SEVERABILITY

If any clause, sentence, paragraph, section, article or part of this contract shall be adjudged by any court of competent jurisdiction to be held invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which said judgment shall have been made and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such clause, sentence, paragraph, section, article or part of this contract, if legally permissible.

ARTICLE 23 CONTRACT PERIOD

This agreement shall be deemed to be in effect as of June 1, 2005 and shall continue through May 31, 2009, which period may sometimes be referred to herein as the “Contract Period”.

ARTICLE 24 NOTICE REQUIRED BY THE TAYLOR LAW

“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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

IN WITNESS WHEREOF, the Board of Trustees of the Village of Scotia, New York has caused this instrument to be signed by its Mayor and its corporate seal to be hereunto affixed and the Scotia Patrolmen’s Benevolent Association has caused this instrument to be signed by its President on May __, 2006

SCOTIA PATROLMEN’S BENEVOLENT ASSOCIATION, INC.

VILLAGE OF SCOTIA, NEW YORK

THEODORE S. CAYER JR., President

Negotiating Committee:

Theodore S. Cayer, Jr., President

Kevin W. Dunbar, Vice President

Timothy M. Macfarlane, Treasurer

Michael P. Ravalli, Esq.

MICHAEL MCLAUGHLIN, Mayor

Negotiating Committee:

Armon Benny, Trustee

Kris Kastberg, Trustee

Michael A. Richardson, Consultant

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On this day of , 2006, before me, personally came MICHAEL McLAUGHLIN, to me personally known, who being by me duly sworn, did state that he is the Mayor of Scotia, the corporation described in and who executed the above instrument; that he executed the same pursuant to authorization of the Board of Trustees of the Village of Scotia; that he knows the seal of said corporation, and the seal affixed to said instrument in such corporate seal; and that he signed his name thereto by like of the Board of Trustees.

Notary Public

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On this day of , 2006, before me, the subscriber, personally appeared THEODORE S. CAYER, JR. as President of the Scotia Patrolmen’s Benevolent Association, Inc., to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public

SCHEUDLE A SALARY TABLE

POSITION	Step Value	MAY 31, 2006 (11:59 p.m.)	JUNE 1, 2006 TO MAY 31, 2007	JUNE 1, 2007 TO MAY 31, 2008	JUNE 1, 2008 TO MAY 31, 2009
		Adjusted	2.9%	2.9%	2.9%
ENTRY LEVEL					
1		\$34,668	\$34,767	\$35,775	\$36,813
LEVEL 2	18%	\$39,869	\$41,025	\$42,215	\$43,439
LEVEL 3	9%	\$43,457	\$44,717	\$46,014	\$47,348
LEVEL 4	9%	\$47,368	\$48,742	\$50,155	\$51,610
LEVEL 5	9%	\$51,631	\$53,128	\$54,669	\$56,255
LEVEL 6	9%	\$56,278	\$57,910	\$59,589	\$61,318
(B-LINE)					
(C-LINE) 1.5% DIFFERENTIAL		\$56,412	\$58,779	\$60,483	\$62,238
(A-LINE) 2.5% DIFFERENTIAL		\$56,967	\$59,358	\$61,079	\$62,851
SERGEANT (B-LINE)	11%	\$62,469	\$64,280	\$66,144	\$68,062
(C-LINE) 1.5% DIFFERENTIAL		\$63,406	\$65,244	\$67,136	\$69,083
(A-LINE) 2.5% DIFFERENTIAL		\$64,040	\$65,887	\$67,798	\$69,764

Each employee on the payroll on May 3, 2006, shall receive a non-recurring lump sum payment according to the following schedule:

Level 2	\$ 110.00
Level 3	\$1,436.00
Level 4	\$3,092.00
Level 5	\$3,567.00
Level 6	\$5,900.00
Sergeant	\$6,317.00

The payment as described above shall cover the period June 1, 2005 through May 31, 2006. No other money shall be due for that period except as listed herein.

SCHEDULE B SCOTIA POLICE TABLE OF ORGANIZATION

A-TOUR: 12:00 AM TO 8:00 AM DAYS OFF

SGT: _____	SUNDAY & MONDAY
PTL: _____	FRIDAY & SATURDAY
PTL: _____	TUESDAY & WEDNESDAY
PTL: _____	WEDNESDAY & THURSDAY

B-TOUR: 8:00 AM TO 4:00 PM DAYS OFF

SGT: _____	SATURDAY & SUNDAY
PTL: _____	MONDAY & TUESDAY
PTL: _____	TUESDAY & WEDNESDAY
PTL: _____	THURSDAY & FRIDAY

C-TOUR: 4:00 PM TO 12:00 AM DAYS OFF

SGT: _____	FRIDAY & SATURDAY
PTL: _____	MONDAY & TUESDAY
PTL: _____	WEDNESDAY & THURSDAY
PTL: _____	SUNDAY & MONDAY

SCHEDULE D DENTAL INSURANCE

VILLAGE OF SCOTIA

CURRENT DENTAL BENEFITS

BASIC COVERAGE - 100% UCR

Oral Examination - including treatment plan, if necessary
X-Rays - bitewing and periapical films, as required
Prophylaxis - including cleaning, scaling and polishing
Topical fluoride application for patients to age 18
Repair of dentures
Palliative emergency treatment
Fillings - amalgam and synthetic restorations
Endotics - pulpotomy, pulp capping, root canal treatment
Uncomplicated extractions

RIDER A - 100% UCR

Inlays - not part of a bridge
Crowns - not part of a bridge
Space maintainers
Oral surgery - consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
Apicoectomy

RIDER B - PROSTHETICS - 50% UCR

Dentures - full and partial
Bridges - fixed and removable

RIDER C - PERIODONTICS - 50% UCR

Periodontic examination
Gingival curettage
Gingivectomy and gingivoplasty
Osseous surgery, including flap entry and closure
Mucogingivoplastic surgery
Management of acute infection and oral lesions

RIDER D - ORTHODONTICS - 50% UCR

Diagnosis including models, X-rays and photographs