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Contract Database Metadata Elements

Title: **Port Jervis, City of and Port Jervis Police Superior Officers Bargaining Unit (SOBU), (2015)**

Employer Name: **Port Jervis, City of**

Union: **Port Jervis Police Superior Officers Bargaining Unit (SOBU)**

Local:

Effective Date: **05/26/2015**

Expiration Date: **12/31/2020**

PERB ID Number: **10590**

Unit Size:

Number of Pages: **12**

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PLT/10590

AGREEMENT

BETWEEN

City of Port Jervis

AND

Port Jervis SUPERIOR OFFICERS BARGAINING UNIT

May 26, 2015 THROUGH DECEMBER 31, 2020

Agreement made on June 1st, 2015 between the City of Port Jervis, Orange County, New York herein after referred to as the "City", party of the first part and the Port Jervis Police Superior Officers Bargaining Unit, hereinafter referred to as the "S.O.B.U.", party of the second part.

ARTICLE 1. DEFINITIONS:

For the purpose of this agreement, the following terms shall be deemed to have the meaning set forth as follows:

1. **City** – Shall mean the City of Port Jervis, The City Common Council of said City, or any designated representative thereof.
2. **S.O.B.U.** – Shall mean the Port Jervis Superior Officers Bargaining Unit.
3. **Superior Officer** – Shall mean any full time member of the Police Department of the City of Port Jervis holding a position in the following ranks: Police Lieutenant, Deputy Police Chief, and Police Chief.
4. **P.B.A. Contract-** Shall mean the current collective bargaining agreement negotiated between the City and the Port Jervis Police Benevolent Association. A copy of which is annexed hereto as Exhibit "A" for reference and incorporation herein of the particular terms and provisions referenced herein.
5. **P.B.A. Contract Benefits** – Unless stated otherwise, the benefits, benefit formulas, payment protocols, use restrictions, and administrative provisions for receipt of the stated benefits shall be the same as provided for under the applicable provisions of the collective bargaining agreement negotiated by the City with the Port Jervis Policeman's Benevolent Association.

ARTICLE 2. RECOGNITION

1. Recognition of S.O.B.U. – The City, pursuant to Civil Service Law, and in accordance with the General Municipal Law provisions of the State of New York, hereby recognizes the Port Jervis Superior Officers Bargaining Unit as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment for all superior officers in the Police Department of the City of Port Jervis excluding all ranks below Lieutenant.
2. Unchallenged Representative Status – The City agrees, pursuant to the statutes above noted, the S.O.B.U. has unchallenged representative status for the maximum period permitted by law. In the event that the Port Jervis Superior Officers Bargaining Unit shall cease to exist at any time during this contract, then the terms and conditions will continue to the termination date of this contract.
3. Not Negotiate with Other Organization – The City will not negotiate with any other organization with reference to the terms of employment with respect to Superior Officers.
4. Management Positions – These positions are confidential and managerial positions.
5. MISSION OF THE DEPARTMENT – The mission of the Port Jervis Police Department is to demonstrate excellence in policing by working in partnership with our community to serve, protect, defend and improve the quality of life for the residents and visitors of the City of Port Jervis while preserving the rights and dignity of all.

a. **Mission Priorities:**

To prevent crime and enforce the law:

- To protect people and property.
- To prevent and detect crime and other violations of law, pursue criminal investigations and arrest criminals.

To ensure highway safety:

- To make roads safe for all users.
- To reduce the deaths, injuries and property damage caused by motor vehicle accidents through vehicle and traffic enforcement and education.

To render general assistance:

- To render assistance to all in need and protect citizens and their property from harm.
- To assist citizens in resolving problems in partnership with other service providers.

To promote peace and order:

- To provide disorder control and security in all types of natural and manmade emergencies.
- To provide for the safety and security of individuals and groups of citizens in furtherance of their rights, duties and responsibilities.

To provide high quality support:

- To provide the department members with the highest quality support services, training and equipment to promote excellence in policing.
- To support others by creating partnerships for safety and security with individuals, groups and communities throughout the City.

Article 3. Work Schedule

The Superior Officers work schedule shall generally consist of five (5) consecutive days on duty and two (2) consecutive days off duty. A Superior Officer shall not be regularly scheduled to work more days in a calendar year than may be required of a member of the Port Jervis Policeman's Benevolent Association. However, these are management positions whose responsibility to the Mission of the City of Port Jervis Police Department, to public safety and to the general welfare of the City residents will take precedence. These positions are NOT eligible for overtime benefits or compensatory time benefits.

Article 4. Base Wages and Payment Schedule

1. The initial Annual base salary rate will for the Superior Officers rank is set forth in Appendix "A" (Salary Schedule) by rank. An annual base salary rate adjustment, effective January 1st of each year hereafter shall be as negotiated between the parties and be consistent with the P.B.A. Contract.
2. A Superior Officer is a salaried employee receiving an annual salary that is paid pro rata each calendar week minus federal, state and local income taxes, employee authorized deduction(s) and court ordered garnishments.

Article 5. Longevity

A Superior Officer shall receive the same longevity benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association with the same time in service.

Article 6. Educational Benefits

A Superior Officer shall receive the same education benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

Article 7. Clothing and Equipment Allowance

A Superior Officer shall receive the same clothing and equipment benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

Article 8. Personal Days

A Superior Officer shall receive the same number of personal days as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

Article 9. Sick Leave Time

A Superior Officer shall receive the same sick leave benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association except that the Superior Officer shall be entitled to accumulate over 1440 hours of sick leave and shall be entitled to be paid, upon retirement for up to 180 days of accumulated sick leave at the rate of 100% of the Superior Officer's base salary in effect at the time of retirement.

Article 10. Holidays

A Superior Officer shall receive the same holiday benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

Article 11. Eye Care

A Superior Officer shall receive the same eye care benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association, except that the City shall pay 100% of the premiums.

Article 12. Dental Care

A Superior Officer shall receive the same dental care benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association except that the City shall pay 100% of the premiums.

Article 13. Health Insurance

- A. A Superior Officer shall receive the same health insurance benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association except that the City shall pay 100% of the premiums for the Superior Officer and his/her family.

- B. The City of Port Jervis shall provide post-retirement medical, dental and eye care benefits to Superior Officers, family or individual as the case may be, under the same health insurance plan with the same benefits as provided by the City to active PBA members at the time of the Superior Officer's retirement for the lifetime of the Superior Officer, spouse and dependents at no cost to the Superior Officer and his/her family provided the Superior Officer had upon retirement a minimum of twenty years of full-time City service or was eligible to retire per the provisions of the NYS Police and Fire Retirement System.

- C. Employee Dies Prior to Retirement. The spouse and/or surviving dependent(s) of a Superior Officer who has died prior to retirement from the City and (ii) was covered by the dependent family health insurance plan at the time of employee's death, is eligible for continuation of City provided health insurance coverage. The City shall pay the full cost of continuation of health insurance coverage for the spouse and/or eligible surviving dependent(s) of an employee who deceases under the circumstances set forth above for the spouse up to age 65 when the spouse is

eligible for Medicare, and for so long as the surviving dependents are eligible by law. In the event the surviving spouse remarries, the surviving spouse will not be eligible for said benefits.

- D. Death of Retired Employee - Upon the death of a retired Superior Officer who has elected to continue or defer City provided health insurance coverage pursuant to the terms of this Agreement, the spouse and/or surviving dependent(s) covered by the dependent family health insurance plan is eligible to continue health insurance coverage. The City shall pay the full cost of continuation of health insurance coverage for the spouse up to the Medicare eligible age of 65 years old and eligible surviving dependent(s) of an employee who deceases under the circumstances set forth above. In the event the surviving spouse remarries, the surviving spouse will not be eligible for said benefits.

Article 14. Disability Insurance

The City will provide, at its sole cost and expense, to the Superior Officer New York State Disability insurance coverage during employment.

Article 15. Bereavement Leave

A Superior Officer shall receive the same bereavement leave benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

Article 16. Jury Duty

A Superior Officer shall receive the same jury duty benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

Article 17. Vacation

A Superior Officer shall receive the same vacation benefits as provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association with similar seniority, but scheduling and use of vacation time is subject to the Chief's approval.

Article 18. Benefits Upon Retirement

A Superior Officer shall receive full payouts for vacation, personal, paid holiday and uniform allowance during the Superior Officer's retirement year, the same benefit as provided per the PBA Contract.

Article 19: Vehicle Use

Response time to an emergency incident has been determined to have a direct correlation to the success of that incident in terms of lives saved, injuries mitigated and resources used. Accordingly, the Superior Officers shall be provided equipped police vehicles at their immediate disposal at all times to allow quick response from any location. The Superior Officers are authorized to take the vehicle home and to use it after regular business hours as they are required to facilitate immediate response to emergency situations and may utilize the vehicle for personal reasons within a reasonable radius of the City's boundaries not to exceed 200 miles.

Article 20: Applicability of PBA Contract

Any benefits afforded to the members of the Port Jervis Police Benevolent Association not specifically mentioned in the SOBU Collective Bargaining Agreement between the Superior Officers and the City of Port Jervis is hereby granted to Superior Officers.

Article 21. Contract Terms Exclusive

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements or past practices between the parties.

Article 22. Term

This agreement shall become effective May 26, 2015 and shall terminate at midnight on December 31, 2020.

Article 23. Waiver or Modification Ineffective Unless in Writing

No waiver or modification of this agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it.

Article 24. Management Rights

All management rights are reserved to the City, including but not limited to the right to schedule work, hire and terminate employment subject to civil service regulations and make, promulgate and enforce rules and regulations for the operation and maintenance of the Department, provided they do not violate the provisions of this agreement.

Article 25. Severability

Each provision of this agreement is separable from the whole. If any portion of this agreement is determined invalid, that invalidity shall not impair the remaining provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have signed this Agreement on this 29 day of May, 2015

CITY OF PORT JERVIS

By: [Signature] Mayor 5/29/2015

PORT JERVIS SUPERIOR OFFICERS BARGAINING UNIT

By: [Signature] [Signature]

By: [Signature] _____

Appendix "A"

BASE SALARY SCHEDULE

Police Chief - In every year, shall receive a base salary 40.5% above the base salary provided for the top step police patrol officer provided for in the P.B.A Contract for a member of the Port Jervis Policeman's Benevolent Association.

Police Lieutenant – In every year, shall receive a base salary 30.5% above the base salary provided for the top step police patrol officer provided for in the P.B.A. Contract for a member of the Port Jervis Policeman's Benevolent Association.

In the event the schedule of percentage differentials are changed for the rank of sergeant or detective, the percentage differential for lieutenant and chief of police will be adjusted accordingly to mirror those changes.

Parties agree that the salary will be adjusted in 3 equal percentage installments in accordance to the following schedule:

Salary Adjustment 1 – July 1, 2015
Salary Adjustment 2 – January 1, 2016
Salary Adjustment 3 – July 1, 2016

These adjustments will bring the Lieutenant and Chief salaries up to the full agreed percentage above the top patrolman.



**RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF PORT JERVIS**

RE: Superior Officers' Bargaining Unit - Police

WHEREAS, the City of Port Jervis Common Council has recognized the superior Officers' Bargaining Unit of the Police Department consisting of the Chief of Police and any or all Lieutenants

WHEREAS, the City of Port Jervis Common Council has negotiated an agreement with same with the exception of salary related items which will not take effect until after the retirement of Lt. William Van Inwegen and the retroactive pay will take effect over a two year period with payments issued on July 1 of each subsequent year to the remaining Lieutenant and Chief.

It is hereby resolved that the City of Port Jervis approves and authorizes Mayor Decker to execute a collective bargaining agreement in conformance with the Taylor Law (Civil Service Law, Section 200 *et seq.*), General Municipal Law and other relevant statutory provisions.

Motion By: David Bavoso

Seconded By: Gerald Oney

Ayes: 8 Nays: 0 Absent: 1 (Hendrick)

DATED: May 26th 2015

City Clerk Treasurer

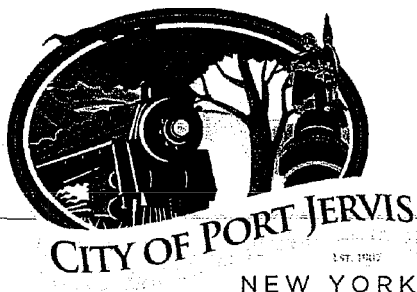
(Seal)

**I hereby certify that this
is a true copy of the records
as filed in my office
City Clerk & Registrar**

CITY OF PORT JERVIS

P.O. BOX 1002
20 HAMMOND STREET
PORT JERVIS, NEW YORK 12771

Office of Mayor
(845) 858-4017
(845) 858-2858
portjervis mayor@gmail.com
www.portjervisny.org



Kelly B. Decker
Mayor

3 June 2015

Public Employment Relations Board
PO Box 2074
2 Empire State Plaza 18" Floor
Albany, New York 12220
Attention: Office of Administration

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 15 2015

OFFICE OF
REPRESENTATION

To Whom It May Concern:

Enclosed please find a copy of the City of Port Jervis Police Department Superior Officer's Bargaining Unit Agreement dated May 26th 2015 by order of the Port Jervis City Council through December 31, 2020 and a certified copy of the Minutes of the City Council of the City of Port Jervis, New York. Positions included in this agreement are Chief of Police and Police Lieutenant. I request a letter of acknowledgement upon receipt of this. Enclosed a self-addressed envelope for your convenience.

Thank you for your kind attention to this matter.

Sincerely,



Kelly B. Decker
Mayor, City of Port Jervis

Attachments: Agreement
Certified Board Minutes
Return self-addressed envelope

Port

"This City is an Equal Opportunity Provider and Employer. To file a complaint of discrimination
Write: USDA Director, Office of Civil Rights,
1400 Independence Avenue, S.W., Washington, D.C. 20250-9410
or call (800) 795 - 3272 (voice) or (202) 720-6382 (TDD)"

