



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **New York Mills, Village of and New York Mills Police Benevolent Association, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2011)**

Employer Name: **New York Mills, Village of**

Union: **New York Mills Police Benevolent Association, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **06/01/2011**

Expiration Date: **05/31/2014**

PERB ID Number: **10273**

Unit Size: **5**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

102/10273

AGREEMENT

BETWEEN

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

AND

**TEAMSTERS UNION
LOCAL 294**

JUNE 1, 2011 – MAY 31, 2014

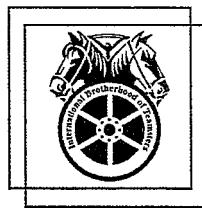


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
INTRODUCTORY LANGUAGE -----	2
ARTICLE 1: MANAGEMENT RIGHTS-----	2
ARTICLE 2: RECOGNITION -----	2
ARTICLE 3: SENIORITY -----	3
ARTICLE 4: SECURITY -----	3
ARTICLE 5: WORKWEEK / SHIFTS / OVERTIME-----	5
ARTICLE 6: WAGES -----	8
ARTICLE 7: EDUCATION -----	9
ARTICLE 8: HOLIDAYS-----	9
ARTICLE 9: VACATION -----	10
ARTICLE 10: PERSONAL LEAVE -----	11
ARTICLE 11: TRAVEL AND MEALS -----	14
ARTICLE 12: HEALTH INSURANCE -----	14
ARTICLE 13: RETIREMENT PLAN-----	15
ARTICLE 14: UNIFORM AND EQUIPMENT -----	15
ARTICLE 15: MILITARY CLAUSE -----	16
ARTICLE 16: GRIEVANCE PROCEDURE -----	16
ARTICLE 17: ARBITRATION -----	17
ARTICLE 18: SAVINGS CLAUSE-----	18
ARTICLE 19: FULL IDEMNITY CLAUSE -----	19
ARTICLE 20: REINBURSEMENT OF UNUSED TIME -----	19
ARTICLE 21: LATERAL TRANSFERS / NEW HIRES -----	19
ARTICLE 22: UNION TIME-----	20
ARTICLE 23 POLICY AND PROCEDURE -----	21
DURATION OF AGREEMENT-----	22

INTRODUCTORY LANGUAGE

This Agreement entered into by the **Village of New York Mills, New York Mills Police Benevolent Association** hereinafter referred to as the Village and the **Teamsters Local Union 294**, affiliated with the International Brotherhood of Teamsters, herein after referred to as the Union has as its purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions.

ARTICLE 1 MANAGEMENT RIGHTS

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 SENIORITY

Definition

Seniority means an Officer's length of service with the Village since his last date of hire, at fulltime status and/or his/her acquired rank.

Seniority

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

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

ARTICLE 4 UNION SECURITY

- a) All employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization for payroll deduction of the Union dues on the form provided by the Union.
- b) The Union agrees to deduct Union membership dues in accordance with the amounts certified in writing by the Union to the Employer and to maintain such dues deductions until proper withdrawal pursuant to the General Obligation Law.
- c) Payroll deduction of Union dues under the properly executed authorization for payroll deduction of union dues forms shall become effective on the first of the month following the time such authorization card is filed with the Village. Deductions shall commence on the first pay period of the month thereafter from the pay of the employee.
- d) The aggregate total of all such deductions, together with a list from whom deductions have been deducted shall be remitted to the Teamsters Local No. 294 on or before the 15th of every month.

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

Notification on New Employees

The Village agrees to submit to the Union, upon request, a list of new employee's hired, and home address.

Access to Premises

The Village agrees to permit representatives of the International Union, the Union Counsel and the Local Union to enter the premises of the Village for the purpose of adjusting grievances and administering the terms and conditions of this contract, provided such representatives do not interfere with the performance of duties assigned to the Officers, with notification and permission of the Chief of Police or Mayor.

Section 4 - Bulletin Boards

The Employer agrees to provide a portion of the current bulletin board for the exclusive use of the Union to post notices and other Union information in the Department of Public Works, subject to approval of the contents by the employer.

ARTICLE 5
WORKWEEK / SHIFTS / OVERTIME

Full-time Officers will be scheduled to ensure an eighty (80) hour pay period in eight (8) hour shifts, which includes any time off taken. Pass days will consist of two (2) consecutive days off. Officers will be allowed to swap shifts, pass days and days worked, amongst each other as long as the Chief of Police or Police Commissioner is first forwarded a shift exchange (f1) form for approval and exchange does not create overtime, or the overtime is waived on the shift exchange form. Shift exchanges cannot be denied without a legitimate reason in writing.

Permanent Shifts:

If a permanent shift is initialized it must be adhered to for a minimum of three (3) months at a time. The shifts that may be used are as follows:

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

Rotational Shift:

If a monthly rotational shift is used for a minimum period of three (3) months and the shift's and pass days will be as follows:

B-line	7:00 am – 3:00 pm
C-line	3:00 pm – 11:00 pm
A-line	11:00pm – 7:00 am

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

All shifts will be bid out to Full-time Officers by seniority.

Any deviation from shifts such as split pass days or special assignments must be agreed upon by the Officer and Chief of Police in writing. This will in no way deprive the remainder of the staff the permanent or monthly rotational schedules.

All schedules must be posted by the last day of the month, thirty (30) days prior to being effective. If the schedule is not posted by the designated day then the

previous months schedule will continue into the next month.

For any reason if the shifts are eliminated from the schedule, they will be eliminated in the following order:

Any "other" shifts

A-line

C-line

B-line

An Officer whose work shift has a change from their normal work day or shift anticipated scheduled coverage (vacations, holidays, training and events) shall be given five (5) day notice by the Chief of Police. For unscheduled coverage (sick calls, personal leave) the Chief of Police will give an Officer at least twenty-four (24) hours notice for said changes. A legitimate reason under emergency circumstances by the Chief of Police will be the only exception to the aforementioned.

Call-Back

In the event and Officer is called back to duty after having completed his regular assigned shift, he shall receive a minimum of two (2) hours at the rate of 1 ½ times the Officers regular hourly rate of pay. Court appearances on behalf of the Village shall be defined as a call-back.

Overtime

Any work performed in excess of eight (8) hours per day or eighty (80) hours per pay period shall be considered overtime and shall be paid at the rate of one and a half (1 ½) times the Officers regular hourly rate of pay.

All **unscheduled** * overtime shall be offered to full-time Officers by seniority, on a rotational basis. The Chief of Police will be required to offer overtime from the beginning of the seniority list until the overtime assignment is accepted. Officers that accept or decline overtime will be placed at the bottom of the overtime list and the list will rotate as overtime assignment are accepted or declined. The overtime list will be posted for Officers to view and maintained by the chief of Police.

All scheduled * overtime shall be offered to full time Officers. Grant overtime will

be distributed evenly by dollar amount to each full-time Officer by seniority including the Chief of Police. Grant hours will be posted two (2) weeks prior to the effective date of the grant. If Grant overtime is not used by an Officer by the last quarter of the grant, the Chief of Police will then offer unused grant overtime to the other full time officers evenly. It is agreed that if all means of filling overtime hours have been exhausted and no one is available, the Chief of Police may work said hours or the on-duty office will be required to work said hours.

It is further agreed that all paid time (personal leave, sick leave, bereavement leave, etc.) will be considered as time worked in computation of the forty (40) hour week for overtime purposes.

* **Unscheduled overtime:** will be considered overtime that is unplanned such as; sick calls, personal leave, and call backs.

* **Scheduled overtime:** will be considered overtime that is projected such as; training and scheduled time off.

It is further agreed that all paid time (personal leave, sick leave, bereavement leave, etc.) will be considered as time worked in computation of the forty (40) hour week for overtime purposes. *An Officer has the option to waive overtime on an individual basis, provided they complete a "Shift Exchange" Form (f1).

**This shift exchange form will create over a forty (40) hour work week but does not create over eighty (80) hours for the pay period. The above Officer's wish to waive overtime for working over a 40 hour work week as offered contractually.*

Compensatory Time Off

It is understood and agreed that all Officers may choose either pay or compensatory time off at the overtime rate at their option for any and all overtime worked by an Officer, (ex: SCHEDULED, UNSCHEDULED AND HOURS) excluding grant overtime. Annual accumulation of compensatory time will not exceed one-hundred (120) hours. Compensatory time will be documented on all Officers pay stubs. Up to forty (40) hours of compensatory time may be carried over to the following year. Compensatory time can be used as time off at any time of the year with the approval of the Chief of Police. Requests to use compensatory time will be submitted to the Chief of Police or Officer in charge, a minimum of two (2) weeks prior to the requested

dates. This request will be submitted on a time off request slip (f2) and a copy will be returned to the Officer, with an approval or denial within seventy-two (72) hours of request.

ARTICLE 6 WAGES

(Retroactive to June 1, 2011)

For the purpose of fixing wages of all Officers in this Agreement it is agreed that all full-time Officers shall receive wage adjustment as follows:

Full-time Officers currently at \$39,927 will receive an annual pay increase of 3%
Full-time Sergeant currently at \$42,717 will receive an annual pay increase of 3%

- **Effective June 1, 2011 2%**
- **Effective June 1, 2012 0%**
- **Effective June 1, 2013 2%**

Any Officer receiving a promotion to the position of Sergeant will receive a \$2,790 salary increase from their current rate of pay and receive the 3% annual percentage increase each year.

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

Longevity Increments

Each full-time Officer of the Village of New York Mills shall receive longevity increments as follows:

- \$150.00 after the completion of seven (7) years service with the department.
- \$300.00 after the completion of ten (10) years service with the department.
- \$500.00 after the completion of fifteen (15) years service with the department.
- \$700.00 after the completion of twenty (20) years service with the department.

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

ARTICLE 7
EDUCATION

Each full-time Officer, who has been granted a degree from a College or University, shall be paid the following:

▪ Associates Degree	\$250.00
▪ Bachelor's Degree	\$500.00
▪ Master's Degree	\$750.00
▪ Doctorate	\$1000.00

ARTICLE 8
HOLIDAYS

All full-time Officers covered by this agreement shall receive, the following compensation in regard to Holidays:

- A. Officers who are not scheduled to work on any holiday will accrue eight (8) hours of holiday time on the date of the holiday.
- B. Officers who are scheduled to work on any holiday will be given the following options:
- 1.) Officers can be scheduled to receive a paid day of (the senior officer scheduled will have the option to work the holiday or to get the day off if two (2) officers are scheduled on a holiday).
 - 2.) Officers scheduled to work any holiday can work at the rate of time and one half (1 ½) and accrue eight (8) hours of compensatory time.
Ex: Twelve (12) hours paid @ regular rate + Eight (8) hours time off accrued.
 - 3.) Officers can work any holiday at regular rate and receive twelve (12) hours of compensatory time.
Ex: Eight (8) hours paid @ regular rate + 12 hours time off accrued.
 - 4.) Officers can work any holiday at the rate double time and one half with no additional time off.
Ex: Eight (8) hours paid @ regular rate + Eight (8) hours paid @ time and one half.

Paid holidays are as follows:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Employee's Birthday	Floating Holiday*
	*(accrued Jan. 1 each year)

Holiday accrument will be recorded on a yearly Holiday Accrument Record. Holiday time that is accrued will be accounted for on an employees pay stub as compensatory time.

ARTICLE 9
VACATION

- Each full-time Officer after having completed one (1) year and less than three (3) years service shall be allowed five (5) working days time off with full pay.
- Each full-time Officer after having completed three (3) years and less than seven (7) years service shall be allowed ten (10) working days time off with full pay.
- Each full-time Officer after having completed seven (7) years service shall be allowed fifteen (15) working days time off with full pay.
- Each full-time Officer after having completed twelve (12) years service shall be allowed twenty (20) working days time off with full pay.
- Each Full-time Officer after having completed seventeen (17) years service shall be allowed twenty-five (25) working days time off with full pay.

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

Years of service will be defined as years of service with the New York Mills Police Department.

Requests to use vacation time will be submitted to the Chief of Police or Officer in charge, a minimum of four (4) weeks prior to posting of the new schedule. This request will be submitted on a time off request slip (f2), and will be returned to the Officer with an approval or denial within seventy-two (72) hours. In the case of an emergency vacation request, the request will require authorization by the Commissioner.

ARTICLE 10 PERSONAL LEAVE

All full-time Officers shall be granted four (4) personal days per year. All Officers shall give the Chief of Police at least a twenty-four (24) hours prior notice when taking a personal day unless an emergency situation arises, whereupon the Officer need only to contact the Chief of Police for approval. No explanation shall be required to receive the personal day. All personal days may be taken in half-day increments. Personal Leave requests will be submitted on a time off request slips (f2), and will be returned to the Officer within seventy-two (72) hours. Personal Leave can be requested verbally to the Chief or Office in charge in an emergency situation.

Sick Leave

Sick leave may be used for injury, illness or disability of the full-time Officer or an immediate family member. For the purpose of this section, immediate family member shall be defined as spouse or child. Commencing after ninety (90) days, full-time Officers shall earn ten (10) sick days, eighty (80) hours per year (6.67 hours per month). Vacation days, personal leave, compensatory time, and holiday shall be considered as time worked.

All sick time for the calendar year will be advanced into each Officer's time bank January 1st of each year. If an Officer leaves employment, any used sick time that was not officially accrued will be paid back to the village, either with unused vacation time, personal leave, compensatory time or money.

All full-time Officers shall be entitled to the following additional Sick Leave each year of the Agreement effective June 1st.

- After ten (10) years of service two (2) additional days.
- After Fifteen (15) years of service three (3) additional days.

Years of service will be defined as years of service with the New York Mills Police Department.

Any Officer that is absent for three (3) or more consecutive work days, the Officer must bring to the Chief of Police a doctor's certificate before returning to work. The cost of the doctor's certification shall be paid by the Village. The Chief of Police may require the Officer to sign authorization pertaining to the absence for which extended sick leave if more than one (1) week is requested.

An Officer absent on sick leave shall notify the Chief of Police or his duly appointed designee such absence and reason therefore, on the first day of such absence and within two (2) hours prior to the start of this work day.

Accumulation

Officers shall accumulate unused sick leave from year to year to a maximum of sixty (60) days. Upon retirement or death an Officer or his estate will be paid up to a maximum of sixty (60) days. After an Officer has accumulated the maximum amount of sick time, all additional sick time earned will be deposited into a community sick bank available for full-time Officers to use in case of extended illness, or that Officer, upon all other time from that officer being exhausted.

An Officer who is laid off, retires or quits with ten (10) or more work days, written notice to the Chief of Police shall be compensated in cash for the unused sick leave the Officer has accumulated at the time of separation from the Village.

Any Officer who is discharged for cause or quits with less than ten (10) working days' notice to the Chief of Police shall not be entitled to full sick leave pay under this section, but shall not be penalized more than five (5) working days of sick leave. In case of the death of an Officer, such payment shall be made to the Officer's estate.

Sick Time Bank

After an Officer has accumulated the maximum amount of sick time, all additional sick time earned will be deposited into a community sick bank at the end of each calendar year, available for only full-time Officers to use in case of extended illness of that officer, upon all other time from that officer being exhausted. A written request (f4) to utilize time from the sick bank will be submitted to a designated authorization committee consisting of a PBA member, Village Board member and Village Ethics Committee member for the approval. Each Officer will donate one (1) day eight (8) hours to the community bank upon the ratification of this contract.

Workmen's Compensation Absences

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

Bereavement

Any Officer who is notified of the death of a family member shall be granted a leave of absence from the hours the officer is scheduled to work during the first five (5) days following the date of death, excluding pass days. The day of death may be used as one of the five days, provided the time of death occurs on a scheduled working day prior to the scheduled reporting time of said Officer. For the purpose of this provision term "family member" is defined as a person related to the officer as mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, brother, sister and grandparents of spouse, and grandchildren. A one day (1) leave will be granted to attend services for an aunt or uncle.

ARTICLE 11
TRAVEL AND MEALS

All officers will be afforded the usage of Village vehicles for travel when conducting authorized Village business.

All Officers shall be reimbursed at the per mile rate established by the IRS for the usage of their personal vehicle when on authorized Village business, only when a Village vehicle is not available.

All Officers shall be afforded a meal allowance for any authorized out of town Village business (meaning: outside a 30 mile radius form the NY Mills Police Station). Said allowance shall be reimbursed per day as follows:

Breakfast: \$10 Lunch: \$15 Dinner: \$20

This includes and requires overnight lodging. Said allowance shall be a maximum of fifteen (\$15) dollars per meal.

ARTICLE 12
HEALTH INSURANCE

The Village agrees to provide to all full-time Officers and their dependents health insurance coverage under the New York State Teamsters Council Health & Hospital Fund, (Supreme Plan – all options) at no cost to the Officer for the duration of this agreement.

The Village further agrees to provide health insurance coverage to all full-time Officers and their dependents upon their retirement, for any full-time Officer hired prior to January 1, 2005.

For any full-time Officer hired after January 1, 2005, and having completed Twenty (20) years of service with the Village of New York Mills Police Department the Village agrees to provide health insurance coverage to those full-time Officers and their dependents at a cost to be shared equally (50/50) between the retiring Officer and the Village.

ARTICLE 13
RETIREMENT PLAN

The Village shall Contribute to the New York State Retirement System on behalf of each full-time and part-time Officer who is a member of the New York State Retirement System in the amount of one hundred (100%) of the required contribution toward the twenty (20) year 384 D retirement for all present and any new full-time and part-time Officers, the maximum amount allowed by the plan.

ARTICLE 14
UNIFORMS AND EQUIPMENT

The Village agrees to furnish and maintain uniforms for all Officers as follows:

Full-time Officer at time of hiring;

- Four (4) pants
- Four (4) long sleeve shirts
- Four (4) short sleeve shirts
- One (1) dress blouse (retroactive to all officers)
- Two (2) pair of boots (summer and winter)

Maintain Bi-Yearly, provide:

- Two (2) pants
- One (1) long sleeve shirts
- One (1) short sleeve shirt
- Two (2) pairs of boots (summer and winter)*

*A minimum of three (3) choices will be available for Officers to choose for both summer and winter boots and will be of similar, style, and integrity.

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

In addition the Village agrees to provide maintenance of all uniforms which shall include annual cleaning of jackets.

ARTICLE 15
MILITARY CLAUSE

All Officers in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Re-employment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and / or other applicable state and federal laws. Further, any Officer in service as a Federal Reservist or National Guard will suffer no loss of wage or benefit serving monthly or annual military obligations.

ARTICLE 16
GRIEVANCE PROCEDURE

Any difference or disagreement between the Village and the Union or between the Village and any member or the Bargaining Unit, or group of members, involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner set forth. Explicitly excluded from the provision is any disciplinary proceeding. Such proceeding shall be conducted pursuant to Section 75 of the Civil Service Law.

Time limits are established in each step of the procedure to insure that an alleged violation of the Agreement will be settled as expeditiously as possible. It is understood and agreed that if the Village fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievance shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance shall be valid unless appealed within the time limits established.

STEP 1

Any Officer having an alleged grievance shall, within ten days of the occurrence of the facts on which said grievance is based, submit in writing to the Chief of Police. The Union shall have the right to represent any Officer covered by the terms of this Agreement, at the Officers request, at any step of the Grievance Procedure. The Chief of Police shall hold a meeting with the grievant and a representative of the Union, if requested at any step of the Grievance Procedure. The Chief of Police shall hold a meeting with the grievant and a representative of the Union, if requested, within five (5) working days of the date of the filing. The Chief of

Police shall answer the grievance, in writing, within five (5) working days of the date of such meeting.

STEP 2

In the event the alleged grievance is not settled in STEP 1, the grievant or the Union may appeal the grievance, within three (3) days after receipt of the answer in STEP 1, to the Mayor. The Mayor shall answer the grievance, in writing, within five (5) working days of the date of the appeal, hold a hearing concerning the grievance. The Mayor shall answer the grievance, in writing, within five (5) working days of such meeting.

STEP 3

In the event that the alleged grievance is not settled in STEP 2, the grievant or the Union may appeal the grievance, in writing, to the Village Board of Trustees within five (5) days of the answer in STEP 2. The Board will meet in Executive Session within ten (10) working days of the date of appeal.

The Board shall respond, in writing, to the grievance within ten (10) working days of the date of such meeting.

Any grievance within the scope of this Agreement on which an arbitrator is empowered to rule, which is not settled under STEP 3 of the Grievance Procedure herein provided, may be submitted to an arbitrator as herein specified in Article 17 (Arbitration).

ARTICLE 17 ARBITRATION

Notice of intent to appeal any grievance to an arbitrator shall be filed with the Village within seven (7) calendar days after the final decision has been given by the Village under STEP 3 of the Grievance Procedure. If such notice is not received by the Village within the seven (7) days referred to, then the decision of the Village under the Grievance procedure shall be final.

Within five (5) days after an arbitration notice has been filed, a representative of the

Union and of the Village will meet to select an arbitrator to whom the case will be submitted.

If an arbitrator is not agreed upon within ten (10) days of the Notice of Appeal to Arbitration, the party shall request the American Arbitration Association (Syracuse Regional Office) to submit the names of seven (7) proposed arbitrators. The arbitrator shall be chosen by the parties by alternately striking a name from the list. The order of striking shall be determined by the lot.

The arbitrator shall have no power to add or subtract from or modify any of this Agreement, or any other terms made supplemental hereto, or to arbitrate any new provisions into this Agreement. The arbitrator's authority is to interpret and apply provisions of this Agreement.

The arbitrator shall render his decision within thirty (30) calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one (1) copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.

It is understood and agreed that the decision of the arbitrator is binding upon both parties.

The cost of the service of the arbitration, including fees and expenses, if any shall be borne equally by the Union and the Village. The cost of any additional services required by either party shall be borne by the party requesting such additional services.

ARTICLE 18 SAVINGS CLAUSE

Should any Article or portion thereof, of this Agreement be held unlawful and unenforceable by court of competent jurisdiction, such decision of the court shall only apply to the specific Article, or portion thereof, directly specified in the decision; upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, or portion thereof.

ARTICLE 19
FULL INDEMNITY CLAUSE

DEFENSE OF ACTIONS

- a. The Village agrees to defend and pay any civil settlements, claims or judgments brought against or recovered against any member of the Police Department arising from the Department member's activities in the performance of duty only, including but not limited to the operation of the Police Department vehicles or apparatus or any alleged intentional tort, provided that the member requests such defense in writing and delivers to the Village Attorney's Office a copy of any legal process served upon him within seven (7) days of being served.
- b. The Village shall take the necessary legal action to adopt the provisions of Sections 50-j and 50-j.6 of the New York State General Municipal Law.

ARTICLE 20
REIMBURSEMENT OF UNUSED TIME

All full-time Officers will be paid at regular rate for any and all unused vacation and compensatory time that is not carried over into the next year. An unused time buy-out form (f5) must be delivered to the Village Clerk by the last business day of November of each year and the time will be paid by separate check the first check of December of the same year. Unused personal leave will be converted into sick time at the end of each year.

ARTICLE 21
LATERAL TRANSFERS / NEW HIRES

Lateral transfers / new hires will be credited for previously served civil service time, as a Certified Police Officer, as to wage, vacation and sick time as follows:

Salary:	Less than 1 year certified Police Officer	\$34,000
	1-3 years certified Police Officer	\$35,000
	4-6 years certified Police Officer	\$36,000
	7+ years certified Police Officer	****

**** will be recommended by the Mayor with the Village Board's approval and the rate will not be equal or greater than the current / existing pay rate of the current Police Officers.

Vacation Time:

1-3 years certified Police Officer	five	5 days
4-6 years certified Police Office	seven	7 days
7+ years certified Police Officer	ten	10 days

Sick Time:

Equivalent to what is in the person sick bank from the previous civil service employer, up to eighty (80) hours. All new hires / lateral transfers will donate eight (8) hours of sick time to the Sick Bank, ninety (90) days after their date of hire.

**ARTICLE 22
UNION TIME**

Each Union member will be granted two (2) hours of union time per month to attend union meetings and four (4) hours per month for special Union events. This time can only be used while an Officer is on duty to attend a union special function.

The Officer will be allowed to attend such functions at the designated location of that function within the village limits and will continue to be responsible for answering and responding to dispatched calls while attending said function. This time is not accumulative.

ARTICLE 23
POLICY AND PROCEDURE

A department policy and procedure manual will be implemented for the New York Mills Police Department to promote and ensure consistent and fair standards for the daily operations of the Police Department. Said policies will be implemented within (18) eighteen months after this contract is ratified by the Chief of Police, Officer in Charge, or Police Commissioner. Once Policies and procedures are reviewed and implemented they will not be superseded by any verbal or written directive unless the policy itself is amended. The policy and procedure manual will cover all standard issues commonly addressed in most other police departments.

Reference: For future discussion

It is mutually agreed that language needs to be constructed and included in this bargaining agreement in regard to additional personnel on any shift.

All other terms and conditions as previously agreed to will remain in full force and effect through duration of agreement.

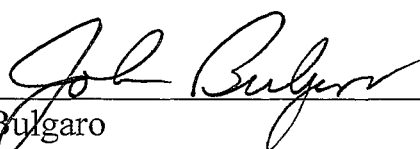
DURATION OF AGREEMENT

The term of this Agreement shall be from the **first day of June 2011** and shall terminate on the **thirty first day of May 2014**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.


In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

For the Union
TEASTERS LOCAL 294

For the Employer
VILLAGE OF NEW YORK MILLS
POLICE DEPARTMENT



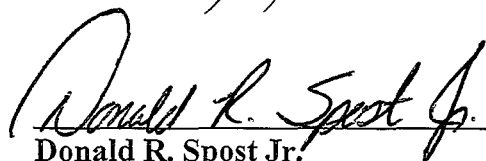
John Bulgaro
President/PEO



John Bialek
Mayor

Date: 7/3/14

Date: 8/4/14



Donald R. Spost Jr.
Field Representative

Date: 7-31-14

