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POL/ 7524

AGREEMENT
BETWEEN
VILLAGE OF BATH BOARD OF TRUSTEES
AND
BATH POLICE BENEVOLENT ASSOCIATION
JUNE 1, 2004 TO MAY 31, 2009

RECEIVED
MAY 25 2006
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This Agreement is made pursuant to Article 14 of the Civil Service Law of the State of New York and entered into as of the first day of June, 2004, between the Board of Trustees of the Village of Bath, New York (hereinafter the "Employer") and the Bath Police Benevolent Association (hereinafter "PBA").

ARTICLE I RECOGNITION

Section 1.

The employer hereby recognizes the PBA as the sole and exclusive negotiating agent for all of the employees in the units described as follows: All members of the Village of Bath Police Department below the rank of Acting Chief, to wit: Dispatcher, Police Officer, Sergeants, Criminal Investigators; for the purpose of collective bargaining with respect to the rates of pay, working conditions and other terms and conditions of employment. This recognition shall continue for the period provided by law.

Section 2.

This section shall apply to part-time employees who shall not be scheduled for more than 20 hours per week which shall be defined as the period from Thursday at 11:00 p.m. through the following Thursday at 10:59 p.m. Part time police officers and part time dispatchers shall be paid on an hourly rate computed on the appropriate year of Schedule A. Pay rates for each classification begin on June 1st of each year. Every employee employed as a part-time police officer or part-time dispatcher will be paid at the base hourly rate commencing June 1st of each year. A part-time police officer may advance to step 1 for any hours worked in excess of 120 hours as a police officer in the remainder of the fiscal year. A part-time dispatcher may advance to step 1 for any hours worked in excess of 80 hours as a dispatcher in the remainder of the fiscal year. Under no circumstances will the hours be cumulative from year to year, nor will the pay be retroactive for the prerequisite hours worked. Part time employees (less than 20 hours per week) shall enjoy all rights and benefits as any other unit member except Articles VIII, XI, XIII, XVI, XVII-Section 2, and XVIII.

Section 3.

Part-time employees will not be assigned to more than twenty (20) hours in a work week that is defined as commencing at 11:00 p.m. on each Thursday and ending at 10:59 p.m. on the following Thursday. Part-time employees working more than twenty (20) hours per week shall enjoy all rights and benefits as any

other unit member except Articles VIII, XI, XII, XIII, XVI, XVII-Section 2 and XVIII.

ARTICLE II MANAGEMENT RIGHTS

Section 1.

Any and all rights, powers and authority the employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE III UNION RIGHTS

Section 1.

The PBA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act; under any applicable law, rule, regulation, or statute under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage, and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all objectives free from any interference, restraint, coercion, or discrimination by the employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue, including, but not limited to, the grievance and appeal procedure in the Agreement to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

Section 2.

The Employer shall deduct from the wages of employees within the unit and remit to the PBA regular membership dues for those employees who have signed authorizations permitting such payroll deductions and file such authorizations with the Village Clerk.

Section 3.

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

ARTICLE IV DURATION

Section 1.

This Agreement and any amendments made and annexed hereto shall commence on June 1, 2004 and continue in full force and effect until Midnight of May 31, 2009.

ARTICLE V AGREEMENT

Section 1.

The employer and the PBA acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2.

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other Agreement in whatever form, except an amendment to this Agreement in written form and annexed hereto and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

ARTICLE VI BULLETIN BOARDS & CONTRACT COPIES

Section 1.

The Employer agrees to purchase and erect a bulletin board at a location suitable to the PBA for its exclusive use.

Section 2.

The Employer agrees to provide copies of this Agreement to all members of the Association and five (5) more copies for the Association.

ARTICLE VII SAVINGS CLAUSE

Section 1.

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court

of law, the remaining Articles of this Agreement or any addition thereto, shall not be affected.

Section 2.

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

Section 3.

It is agreed by and between the parties that any provision of this Agreement requiring legislation to permit its implementation by law or by providing the additional funds therefore, shall not become effective until an appropriate legislative body has given approval.

ARTICLE VIII SCHOOLING & INSTRUCTION

Section 1.

Officers will be required to attend Fire Arms Training twice yearly between May 15 and October 30 and certain schools and instruction classes as recommended by the Chief of Police and thereafter, will be required to act as instructors for the balance of the police force if they are certified instructors and if not certified, shall share the information they obtained at these schools and classes in a manner deemed appropriate by the Chief of Police. Any cost for schooling and instruction shall be paid for by the Village and full salary is to continue during schooling.

ARTICLE IX PHYSICAL

Section 1.

The employer may require any annual physical examination of each employee and such laboratory test, x-rays, or other diagnostic tests as are reasonable to protect the health of its employees. Such examinations and tests shall be conducted by qualified persons designated by the Employer and all costs thereof shall be borne by the employer. Should an employee desire to be examined by a person of his own choosing in lieu of that designated by the Employer, he may do so, but at his own expense.

ARTICLE X GRIEVANCE PROCEDURE

Section 1.

For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one employee, or the PBA and the Employer arising out of the application or interpretation of this Agreement, or a grievance as defined by Section 682, subdivision 4 of Article 16 of the General Municipal Law. For the purposes of this Article, the term "days" shall not include Saturdays, Sundays or holidays recognized by this contract.

Section 2.

It is understood and agreed by the parties that the grievance and arbitration procedure will be governed by either Section 75 or 76 of the Civil Service Law or "Just Cause" arbitration to review disciplinary actions. The method will be determined by the employee at his or her sole discretion. In the event that the method used is the just cause arbitration any suspension of the employee there under may be without pay at the employer's discretion until a final determination is made.

Section 3.

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

Step 1.

Any employee who claims to have a grievance shall present his grievance to the Chief of Police, orally, within fifteen (15) calendar days after the grievance occurs. (If the Chief of Police is not available, then the complaint shall be made to the Police Liaison of the Board of Trustees). If the grievance is against the Chief of Police, the grievant may proceed directly to a written grievance to Step 2.

The Chief of Police, shall discuss the grievance with the employee, and shall make such investigation as he deems appropriate, and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.

Within ten (10) days after the presentation of the grievance to him, he shall make his decision and communicate the same to the grievant and his representative, if any.

Step 2.

If an employee presenting a grievance is not satisfied with the decision made by the Chief of Police or if no action has been taken, he may, within five (5) days thereafter, request a review and determination of the grievance by the Police Liaison of the Board of Trustees. Such request shall be in writing, shall be accompanied by a copy of the written grievance and the written reply thereto, together with any statement the grievant may wish to make as to his position.

Within ten (10) days after the receipt of the grievance, the Police Liaison will schedule a conference with the grievant, if he/she so desires. At such conference the grievant may present such evidence as he deems appropriate to the grievance and the Employer may present such evidence, as it deems appropriate. Within five (5) days of such conference, or within ten (10) days of receipt of the written grievance, if there be no conference held, the Police Liaison will render a decision and transmit the same to the grievant and his representative, if any.

Special Step 2A.

At the option of the Village Board of Trustees, the Board may elect to hold a joint, formal session at which stenographic minutes shall be kept of all evidence taken. Such minutes shall be at the cost of the Board and one (1) copy thereof shall be provided to the grievant free of charge.

Step 3.

If there has been no formal hearing as provided in Step 2A, and if any employee is dissatisfied with the determination of the Police Liaison made as in Step 2, he may, within five (5) days thereafter, request a review and determination of the grievance by the Village Board. Such request shall be in writing and shall be accompanied by all previous written statements and decisions. The Board shall, within fifteen (15) days of receipt of the request, convene to hold a formal hearing on the grievance at which stenographic notes shall be kept and a copy of which shall be provided to the grievant free of charge. The Board shall render a decision within five (5) days after the conclusion of the formal hearing.

Step 4.

In the event that a grievance is unresolved after being processed through all of the steps in the grievance procedure, or having moved through the grievance procedure by default, then not later than fifteen (15) days after the Step 3 procedures are complete, or fifteen (15) days after the time limits required by the steps in the grievance procedure have run out, the PBA may submit the grievance to arbitration by requesting from the America Arbitration Association or PERB, a list of seven arbitrators, from which the employer and the PBA shall select an arbitrator by striking names alternatively until one remains, who shall be designated the arbitrator for the grievance in question. The Employer will be dully notified of the request for arbitration.

Failure to give an answer within the specified time limits set out above shall automatically move any grievance into the next step.

Section 4.

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

Section 5.

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

Section 6.

All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room(s) shall be shared equally by the employer and the PBA. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided cost nor the expenses of witnesses or participants called by the other.

ARTICLE XI SENIORITY

Section 1.

Seniority is defined as the length of continuous service with the Employer. In grade seniority shall be continuous service in grade.

Section 2.

As used in Section 1, continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is: a) on a leave of absence; b) on lay-off; c) absent from, and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease; d) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 3.

Subject to applicable provisions of the Civil Service Law, if any, an employee loses his seniority when one or more of the following occurs: he resigns, (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him) ; he is discharged; he retires; he refuses a recall.

Section 4.

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their official hiring.

Section 5.

Rank, and then in grade seniority shall be the determining factor in the assignment of vacations, personal days and pass days. For purposes of this section, Dispatcher shall be considered to have the same rank as Police Officer.

ARTICLE XII OUT OF TITLE WORK

Section 1.

An employee appointed or assigned temporarily to work at least two (2) consecutive work days out of title in a job that pays a higher rate than does his regular job shall be paid the higher rate for all hours worked out of title under this temporary appointment. Such pay shall be the minimum Sergeant pay unless such is less than the employee's current pay in which case the pay shall be at the Sergeant's step one (1) step higher than the employee's current salary.

ARTICLE XIII CALL IN PAY

Section 1.

Any employee called into work prior to coming to work or after leaving work, shall be paid not less than four (4) hours pay at his respective overtime rate, except, Court time shall be two (2) hour minimum at his respective overtime rate. Any increment of ten (10) minutes, or more, in any succeeding hour, shall constitute a full hour.

ARTICLE XIV MILEAGE

Section 1.

Mileage driven by an employee in the performance of Employer's business shall be reimbursed by the Employer at the approved I.R.S. rate.

ARTICLE XV PERSONAL SAFETY

Section 1.

The Employer will take all reasonable steps to provide its employees with safe equipment, to minimize the hazards of their occupation and to reduce unnecessary risks to their personal safety and protection consistent with the requirements of their jobs.

Section 2.

The Employer will extend every reasonable effort to provide back-up protection.

ARTICLE XVI LEAVES

A. Leave of Absence

Section 1.

Any employee may be granted a leave of absence, without pay and without loss of benefits and seniority, at such times and in such amounts as may be agreed upon between the employee and the Board of Trustees. During such leave of absence the employee may

continue, at his own expense, in any medical or dental plan in effect for active members.

B. Sick Leave

Section 1.

Each employee shall be permitted to accumulate a maximum of 225 days of sick leave.

Section 2.

Sick leave shall accumulate at the rate of fifteen (15) days per year, credited as of June 1" of each year, for all twelve (12) month employees on the payroll before June 1, 1981. All employees hired on or after June 1, 1981, shall earn sick leave at the rate of 1 1/4 days for each month of completed continuous active duty.

Section 3.

When continuous sick leave exceeds five (5) days, the Employer may require, as a condition of payment, a statement from the employee's doctor certifying the nature of the illness or injury and the probable period of disability.

Section 4.

When continuous sick leave exceeds thirty (30) days, or when a total of fifteen (15) workdays within sixty (60) workdays is missed to sickness, the Employer may require the employee to undergo a physical examination by a physician selected by the Employer and paid by the Employer.

Section 5.

Each employee will be allowed to take sick leave in one-half (1/2) day segments.

Section 6.

If an employee does not use any sick days between June 1 and May 31, the employee will during the following June receive a credit of Six Hundred (\$600.00) Dollars the first year, Six Hundred (\$600.00) Dollars the second year, Six Hundred Fifty (\$650.00) Dollars the third year, Six Hundred Fifty (\$650.00) Dollars the fourth year, and Seven Hundred (\$700.00) Dollars the fifth year, which shall be placed into that employee's health

care fund. If an employee uses one (1) sick day between June 1 and May 31, that employee will receive a credit in the health care fund of Two Hundred (\$200.00) Dollars in the first and second years, Two Hundred Fifty (\$250.00) Dollars in the third and fourth years, and Four Hundred (\$400.00) Dollars in the fifth year, and if an employee uses two (2) sick days between June 1 and May 31, the employee will receive a credit of One Hundred (\$100.00) in the health care fund.

Accumulated sick leave, not to exceed 130 days total through the fourth year, and 145 days in the fifth year, may be paid to the employee at his time of termination of employment with the Employer at the employee's pay rate at the time of termination.

Accumulated sick leave, not to exceed 200 days total may be credited to the employee's benefit at his time of termination of employment with the Employer at the employee's rate at the time of termination and 200 days will be used by the Village to pay 100% of the employee's health insurance coverage. Coverage will be at the ratio of three (3) unused sick leave days for one month of post-retirement health insurance for family coverage. Coverage will be at the ratio of two (2) unused sick leave days for one month of post-retirement health insurance for two-person coverage. Coverage will be at the ratio of one (1) unused sick leave day for one month of post-retirement health insurance for single coverage.

The employee must make an election thirty (30) days prior to termination whether the employee will receive the cash pay out of 145 days or a total of 200 days as a credit toward health insurance payments within the first year of this contract. The employee will receive the cash payout of 145 days or a total of 185 days as a credit toward health insurance payments in the second year of this contract and 130 days or a total of 200 days as a credit toward health insurance payments. Failure to make such election will result in the payment of 200 days toward health insurance payments.

The employee or the employee's successors in interest who has made an election to have a credit toward health insurance payments may change that election to receive the cash payout at any time upon thirty (30) days notice to the office of the Village Clerk. In that event, the employee or successors in interest will receive payment for 145 days at the value established at the date of termination minus any days paid toward health insurance since termination.

Unit member at the time he or she retires, can escrow the days for five full years. Within 60 days of the fifth year, retiree notifies the Village, in writing, to inform the Village that he or she elects to take the escrowed days as a cash buy out or to pay for health insurance. The value of the days is the unit member's per diem rate at the time he or she retired from the Village. If retiree dies before option is exercised or before health insurance fund is depleted the balance shall be converted to cash and paid to the retiree's estate.

Section 7.

A person unable to report at his designated shift due to sickness shall, not less than two (2) hours prior to the time he is required to show for duty, cause notice to be given to the officer on duty at the desk. Failure to give the above notification, timely, without a reasonable explanation shall constitute an improper absence which may subject the employee to a deduction in their salary based upon the duration of improper absence.

C. Bereavement

Section 1.

In the event of death of a parent, spouse, child or relative living with the unit member, she/he shall be granted time off with pay up to five (5) days for the time lost during the regular scheduled workweek. Up to three (3) days off shall be granted with pay in the event of a death of brother, sister, in-laws, grandparents, grandchild. One (1) day off, with pay shall be granted in the event of an aunt or uncle. In the event a funeral takes place at a location more than three hundred (300) miles from the employee's residence, the Employer will provide one (1) extra day following the funeral, but in no event to exceed five (5) working days time off under this provision.

D. Holidays

Section 1.

The following days are designated as holidays for which regular compensation shall be paid: Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Martin Luther King Day, Christmas Eve, New Year's Eve, and Veteran's Day.

Unit member at the time he or she retires, can escrow the days for five full years. Within 60 days of the fifth year, retiree notifies the Village, in writing, to inform the Village that he or she elects to take the escrowed days as a cash buy out or to pay for health insurance. The value of the days is the unit member's per diem rate at the time he or she retired from the Village. If retiree dies before option is exercised or before health insurance fund is depleted the balance shall be converted to cash and paid to the retiree's estate.

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Section 2.

If an employee works on one of the above holidays, he will be paid a compensatory day off, or he will be paid double time for that day. The determination of whether to give compensatory time off, or to pay double time shall be at the discretion of the Chief of Police. Memorial Day Holiday may be taken as a holiday anytime during the fiscal year. If the employee takes such day and then terminates his employment prior to Memorial Day, Section 4 shall apply.

Any unit member who actually works on Thanksgiving, Christmas, or New Years Day shall be paid a rate of Double Time. For these three (3) holidays, the option described above is not available and the Double Time rate of pay shall be the exclusive benefit.

Commencing June 1, 2004 and thereafter at any time prior to January 30 of each succeeding year the employee, at his or her option, can designate up to fifteen (15) of the holidays for the contract years for payment in cash at straight time.

The employee will receive such payment by separate check at the next regular pay period or within two (2) week if less than two (2) weeks exist between the designation and the next regular pay period.

Section 3.

If the day of observance of any of the above holidays fall on an employee's regularly scheduled day off, he shall be granted another day off with pay, such day to be taken during the same fiscal year or be paid an additional day's pay at the discretion of the Chief of Police.

Section 4.

In order to be compensated for any of said holidays, an employee must be a regular member of the department on the first business day after said holiday.

E. Personal Leave

Section 1.

Each employee shall be given five (5) personal leave days per

year.

Section 2.

Such personal leave days may be taken at the employee's convenience with the approval of the Chief of Police. Twenty-four (24) hours of personal leave may be taken without reason being given therefore. For the remaining available hours, a reason therefore must be given to the Chief of Police.

Section 3.

Personal leave may be taken in hourly segments.

Section 4.

On June 1st of each year any unused personal leave from the previous contract year shall be converted to and credited to the employee's accumulated sick leave.

F. Vacation

Section 1. Employees hired prior to June 1, 1981.

Vacation time shall be taken on a fiscal year basis. For purposes of determining entitlement to take vacation, an employee's employment anniversary shall be deemed the June 1st nearest to his actual date of hiring including a retroactive application to the June 1st preceding his hiring where appropriate. Each employee shall be entitled to ten (10) days paid vacation in each of his first five (5) years of employment; then shall be entitled to fifteen (15) days paid vacation in his sixth through twelfth year of employment; and twenty (20) days paid vacation in his thirteenth and subsequent years of employment.

Section 2. Employees hired on or after June 1, 1981.

Each employee shall be entitled to earn one vacation day per month of completed service beginning on the third month of

employment. After five (5) years of continuous employment as an employee by the Village of Bath, the employee shall earn vacation time at the rate of 1 1/4 days per month of completed service. After thirteen (13) years of continuous employment as an employee by the Village of Bath, the employee shall earn vacation time at the rate of 1 2/3 days per month. Vacation days earned through the month of May of the fiscal year must be used by May 31st of the following fiscal year.

Section 3.

Any employee who does not take his earned vacation within the fiscal year it is earned, may carry over up to, but not more than five (5) days. These days must be taken no later than Labor Day of the next fiscal year to which they were carried over. At the employee's discretion, he may elect to receive straight time pay in lieu of taking the carried over days. Such request must be received in writing no later than December 31st of the fiscal year in which they are carried over. The Village has thirty (30) days to pay such request. If an employee is ordered to give up part or all of his scheduled vacation because of an emergency work situation, as so defined by the Chief of Police and The Village of Bath Board of Trustees, he will be paid his vacation pay so lost in addition to his normal earnings.

Section 4.

Members of the PBA may be denied more than ten (10) consecutive workdays vacation during the months of June, July and August. Vacations during this period must have been requested not later than April 15th preceding. Vacations may be requested or changed after April 15th, subject to approval of the Chief of Police, but Article XI, Section 5, shall not apply to such requests.

Vacation time at period other than those above specified must be requested, where possible, not less than thirty (30) days prior to the commencement of such vacation. Employees will try to take vacation time in blocks of five (5) consecutive working days.

Once an employee's vacation request is approved, he cannot be deprived of that time period by bumping. All applications shall be dated and filed with the Chief of Police or his substitute, and will be approved or disapproved within seven (7)

calendar days from filing. Failure to approve or disapprove within the seven (7) calendar days shall constitute approval.

Section 5.

If an employee voluntarily leaves the department before the scheduled vacation period, he will not be eligible for vacation benefits under this Article. However, if any employee dies before receiving his scheduled vacation for that year, or, if he is involuntarily separated through no fault of his own, vacation pay so accrued will be paid to him or his estate or distributes as the case may be.

G. Miscellaneous Leave Provisions.

Section 1.

The Chief of Police, with the consent of the Board of Trustees, may allow such additional personal or sick leave days as he deems justice requires.

For officer's working the twelve (12) hour shift schedule, "days" that are earned shall be changed to read, "eight hours" or multiples of eight where appropriate. Where the section provides for an officer to take a leave day benefit, said "day" shall be converted to "twelve (12) hours" or multiples of twelve.

Example: At Section 1, the "fifteen (15) days" shall convert to on "120 hours" and the "1 1/4 days" shall be converted to "ten (10) hours".

ARTICLE XVII COMPENSATION

Section 1.

Schedule "A", attached hereto, fully contains the agreed schedules of compensation for all employees during the period of June 1, 2004 through May 31, 2009, except Dispatchers hired on or after June 1, 1992 who are covered by Schedule A-1 attached hereto. New employees will receive at least the minimum salary as listed on the salary schedule except where current economic conditions make it difficult to recruit and upon the recommendation of the Chief of Police, may hire at Step 1 of the Salary Schedule with concurrence by the Village Board. An employee who is not being paid the maximum salary for his position at the end of the fiscal year will advance to the next

succeeding step and will receive the increment indicated thereby on the salary schedule.

Section 2. Longevity.

For the fiscal year June 1, 2004 to May 31, 2009, any employee within the bargaining unit who has been employed by the Village for a period of ten (10) years or more shall receive an additional \$700.00 per annum; for a period of sixteen (16) years or more shall receive an additional \$850.00 per annum; for nineteen (19) years or more shall receive \$1,200.00 per annum for the first and second year, in the third year, \$750.00 will be received for ten (10) years of service, \$900.00 will be received for sixteen (16) years of service, and \$1250.00 will be received for nineteen (19) or more years of service, in the fourth year \$800.00 will be received for ten (10) years of service, \$950.00 will be received for sixteen (16) of service, \$1300.00 will be received for nineteen (19) or more years of service, and in the fifth year \$850.00 will be received for ten (10) years of service, \$1000.00 will be received for sixteen (16) years of service, and \$1350.00 will be received for nineteen (19) or more years of service. Such amounts are not accumulative.

Section 3. Overtime.

Overtime shall consist of any hours worked in excess of forty (40) hours in any period commencing Monday at 12:01 a.m. and ending the following Sunday at midnight.

For those officers working twelve (12) hour shifts overtime shall be paid at the rate of time and one half the officer's regular rate of pay for any hours worked in excess of eighty (80) hours in any pay period.

All overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate.

Personal days, sick days, holidays and vacation days shall be counted as days worked in the computation of overtime.

Section 4. Shift Differential.

If a unit member is assigned to permanent shifts, he/she shall be paid an additional amount equal to three (3%) percent of his/her base pay for any shift work during which the majority of the time thereof is between the hours of 4:00 p.m. and 8:00 a.m.

Section 5. Shifts.

Except as set forth in paragraph two (2) below, no shifts shall be less than eight (8) hours in length and no employee can be required to work more than twelve (12) consecutive hours unless there is a declaration of emergency by the Chief of Police in which event all consecutive hours worked in excess of twelve (12) hours shall be paid at double time the employee's rate.

The regular work hours for the police officers in the road patrol division shall be twelve (12) hours. Any hours worked in excess of twelve (12) hours will be paid at the rate of one and one half times the officer's regular rate of pay. No officer can be required to work more than sixteen (16) consecutive hours unless the village or the Chief declares an emergency. In such case, any hours in excess of the sixteen (16) shall be paid at double time the officer's rate of pay.

Published shift schedules shall not be changed with less than seventy-two (72) hours notice from the commencement of the shift without just cause.

The officers shall be assigned the following shifts: 0600-1800, 1800-0600 hours. Officers assigned to each shift shall rotate to the next shift every twenty-eight (28) days.

Section 6. Payment.

All employees of the department shall be paid by check, bi-weekly, on alternate Fridays; each paycheck shall be accompanied by a stub showing gross income and all deductions there from. Payment for overtime will be included in said bi-weekly paycheck.

Section 7. Education Incentive.

The Employer will reimburse such employee for 50% of the cost of each accredited course and 50% of the cost of the required textbooks for each accredited course taken by an employee that pertains to his field of work within the Police Department. These courses are limited to undergraduate courses leading to the employee's first four (4) year degree. The employee must successfully complete course work with at least a final grade of "c".

Any employee having received education incentives and who does not maintain employment with the Village for a period of

two (2) years subsequent to receiving such incentive shall reimburse the Village of Bath for such assistance.

ARTICLE XVIII PENSIONS, HEALTH, LIFE AND DENTAL INSURANCE AND BENEFITS

Section 1.

The form of retirement plan for individual employees which is in effect on the date of this Agreement shall continue in full force. The Village shall assume the entire cost of the retirement plan except for dispatchers, who are members of the New York State Employee's Retirement System and are covered by either Article 14, Tier 3 or Article 15 Tier 4. The retirement plan for dispatchers shall continue to be the New York State Employee's Retirement System Section 75(i) (New Career Plan Tier 1) or Article 14 or Article 15, which is determined by employee commencement date.

Police Officer Fisher is a member of the New York State Police and Fireman's Retirement System Section 375 (g) (Career Plan Tier 2) and all other Police Officers are members of the New York State Police and Fireman's Retirement System Plan 384-d Tier 2.

Commencing on the 1st day of June, 1994, Police Officers and Sergeants may elect to participate in a retirement plan under Section 384 (e), commonly known as the 1/60th clause. The sole cost of such retirement plan will be borne by the Village.

Section 2.

Effective January 1, 2005 the Village of Bath shall provide health insurance coverage as follows:

Blue Cross/Blue Shield PPO I Plan with prescription coverage at \$5.00 for generic, \$15.00 for regular, and \$30.00 for premium medications.

The Village maintains a group insurance policy to provide coverage for the employee and his family at lower rates. The benefits offered include: Blue Cross, Blue Shield, Extended Medical Payment and General Health Insurance.

Effective January 1, 2005 the employees each shall contribute to the cost of health insurance coverage in the following amounts: One Thousand (\$1000.00) Dollars per year for a family plan; Seven Hundred (\$700.00) Dollars per year for a two-person plan; and Four Hundred Fifty (\$450.00) Dollars per year for an individual plan in twenty-six (26) equal deductions. The above will be for the duration until re-negotiated.

The individuals listed in Appendix A-1 shall pay Four Hundred (\$400.00) Dollars per year for the family plan; Three Hundred (\$300.00) Dollars per year for the two-person plan; and Two Hundred (\$200.00) Dollars per year for an individual plan.

Deductions made pursuant to IRS 125 Plan.

A unit member may choose to withdraw from the present health insurance family or individual plan on an annual basis. He/she must notify the Village by March 1st of each year for a buyout that would become effective on June 1st of that year. The member is eligible for a buyout on the level of insurance (Family, Double, Individual) for which the member is enrolled as of March 1st. If the members family or marital status changes, that change will not go into effect until June 1st of the following year. The status change will be March 1st of each year effective June 1st of each year. Effective June 1, 2005, a member who elects to withdraw from the insurance coverage shall be entitled a buyout capped at \$8000 for family, \$6000 for two person, and \$3000 for single effective January 1, 2005. That payment will be made on or about July 1st of each year. Any member electing to opt out of the insurance coverage must also provide to the Village a certificate of insurability. Any increases in insurance premiums, those using the buy-out option shall have his/her buy-out increased at the ratio of .25% for each 1.0% increase in the health premiums. (This is only after the caps above are met.)

A member who chooses to withdraw may re-enroll in the health insurance coverage by providing the Village with a thirty (30) day notice. If the unit member re-enrolls at a time other than June 1st of each year, he/she shall reimburse the Village on a pro-rata basis for any sums paid on a buyout.

The Village will make available Blue Cross/Blue Shield Dental 100/80% to any member who wishes such coverage. A member who has elected to opt out of the Village insurance plan coverage must pay 100% of the cost of such dental coverage.

By June 1st of each year, the Village shall calculate the savings from the health insurance premium buyouts. If the health insurance premiums exceed the projected premium cost, the Village will pay the full premium cost for the dental insurance. If the health insurance savings are projected to be less than the projected premium cost, the employees electing dental coverage will pay the full dental insurance coverage in the succeeding year.

Section 3.

In the event that members of the Village Police Department qualify and duly establish a Group Life Insurance Plan for such members, then and in such event it is hereby provided that the Village Clerk or other paying officer for the Village shall deduct from the wages of the employees so desiring and remit to the proper insurance carrier or organization the regular premiums for those employees who sign authorizations permitting such payroll deductions.

Section 4.

The Village shall carry death benefit provided by Section 360b of the N.Y.S. Retirement and Social Security Law of the State of New York upon each of the employees within the unit. The cost of this benefit shall be paid by the Village.

Section 5.

The Village shall carry N.Y.S. Disability Benefits upon each of the employees in the units provided by New York State Law and the cost shall be borne by the Village.

The Employer reserves the right to select a carrier provided that present benefits are not diminished nor there are lapses in the coverage during any conversion. The PBA must be notified in advance of any proposed change of carrier.

The Health Care Fund is for prescription drug co-pays and doctor prescribed drugs and other medical out of pocket expenses not covered by the eye/health/dental plans. In the first year, the fund shall be in the amount of Seven Hundred (\$700.00) Dollars for those electing family coverage, Six Hundred (\$600.00) Dollars for those electing two-person coverage and Five Hundred (\$500.00) Dollars for those electing individual coverage. In the second year, the fund shall be in the amount of Seven Hundred (\$700.00) Dollars for those electing family coverage, Six Hundred (\$600.00) Dollars for those electing two-person coverage and Five Hundred (\$500.00) Dollars for those electing individual coverage. In the third year, the fund shall be in the amount of Eight Hundred Fifty (\$850.00) Dollars for those electing family coverage and Seven Hundred Fifty (\$750.00) Dollars for those electing two person coverage and Five Hundred Fifty (\$550.00) Dollars for those electing single coverage. In the fourth year, the fund shall be in the amount of Nine Hundred (\$900.00) Dollars for those electing family coverage, Eight

Hundred (\$800.00) Dollars for those electing two person coverage, and Six Hundred (\$600.00) Dollars for those electing single coverage. In the fifth year, the fund shall be in the amount of Nine Hundred Seventy Five (\$975.00) Dollars for those electing family coverage, and Eight Hundred Seventy Five (\$875.00) Dollars for those electing two-person coverage, and Six Hundred (\$600.00) Dollars for those electing single coverage. The Village shall reimburse the employee up to the amount herein provided upon presentation of paid receipts totaling not less than Fifty (\$50.00) Dollars. The dollar amount of the fund shall be cumulative from one year to the next for a total of three (3) years.

Blue Cross/Blue Shield Prime Blue Dental 100/80% Plan will be provided at no cost to unit member. Unit member opting out of health insurance may elect dental plan by paying full cost of the premium through equal monthly payments.

By June 1st of each year, the parties will calculate the savings to the Village from the health insurance buyouts. If the health insurance savings exceed the projected premium cost to the Village of dental insurance premiums, the Village will pay the full premium cost for dental insurance.

If the health insurance savings are less than the projected dental premium costs, the employees electing dental insurance will pay the full dental premiums in the succeeding year.

Dental insurance and health insurance buyouts will be effective within 30 days of notification by both parties first year of the new agreement.

ARTICLE XIX UNIFORMS AND EQUIPMENT

Section 1.

All uniforms and equipment shall be provided to each employee and owned by the Village. If any uniform item shall become worn out or damaged in service, the Village will, upon written recommendation of the Chief of Police, replace said uniform at no cost to the employee.

Section 2.

All uniforms and equipment shall be provided by the Village only upon written recommendation of the Chief of Police. If, in the opinion of the Chief, the damage to the equipment or uniform was caused by the employee's negligence, willful act or improper

usage of said uniform or equipment, the cost of the replacement will be charged to the employee.

Section 3.

The Village will, upon prior approval of the Chief of Police, either pay for or reimburse an employee for the cleaning or repair of an Officer's uniform when such cleaning or repair is necessitated by an unusual occurrence which causes said problem. This does not mean or imply that the Village will pay for cleaning or repair for the normal soiling and/or wearing.

Section 4.

All replacement of uniforms and equipment shall be made by the Village only upon written recommendations of the Chief of Police. If, in the opinion of the Chief, the damage to the equipment or uniform was caused by the employee's negligence, willful act or improper usage of said uniform or equipment, the cost of the replacement will be charged to the employee.

Section 5.

The Village agrees to provide Six Hundred (\$600.00) Dollars per year clothing allowance to the criminal investigator which amount shall be paid during the month of June each year.

ARTICLE XX MISCELLANEOUS

Section 1.

Any past practice or benefit presently in effect and not modified or abridged by this Agreement shall continue in full force and effect for the term of this Agreement.

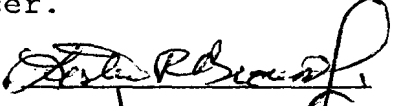
Section 2.

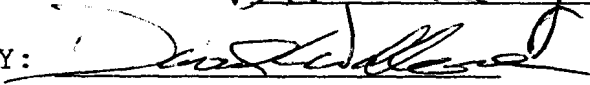
No employee shall be disciplined, reduced in rank or suffer any loss of rights and benefits under this contract for any affiliations or activities engaged in while off duty. Any affiliations or activities which are specifically prohibited or limited by laws now in force and adopted by legislative body with the appropriate jurisdiction shall be cause for discipline.

Section 3.

School Resource Position: in the summer the officer will be put in shift rotation or utilized to best suit the current needs of the department as determined by the Chief of Police.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed this 06 day of December, 2004 by their respective duly authorized officer.

BATH POLICE BENEVOLENT ASSOCIATION BY: 

VILLAGE OF BATH NEW YORK BY: 

Schedule A

Effective 6/1/04 to 5/31/05

Title	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Dispatcher	22875	28112	29738	30404	31073	31742	32241	32748	37970
Police Officer	25474	31324	33734	34580	37197	40613	45573		
Sergeant	37415	42542	44086	47999					
Criminal Inv.	37415	42542	44086	47999					

Effective 6/1/05 to 5/31/06

Dispatcher	22875	28112	29738	30404	31073	31742	32241	32748	39109
Police Officer	25474	31324	33734	34580	37197	40613	46941		
Sergeant	37415	42542	44086	49439					
Criminal Inv.	37415	42542	44086	49439					

Effective 6/01/06 to 5/31/07

Dispatcher	22875	28112	29738	30404	31073	31742	32241	32748	40478
Police Officer	25474	31324	33734	34580	37197	40613	48584		
Sergeant	37415	42542	44086	51169					
Criminal Inv.	37415	42542	44086	51169					

Effective 6/01/07 to 5/31/08

Dispatcher	22875	28112	29738	30404	31073	31742	32241	32748	42097
Police Officer	25474	31324	33734	34580	37197	40163	50527		
Sergeant	37415	42542	44086	53216					
Criminal Inv.	37415	42542	44086	53216					

Effective 6/01/08 to 5/31/09

Dispatcher	22875	28112	29738	30404	31073	31742	32241	32748	43781
Police Officer	25474	31324	33734	34580	37197	40163	52548		
Sergeant	37415	42542	44086	55345					
Criminal Inv.	37415	42542	44086	55345					

SCHEDULE A - 1

Effective June 01, 2004 to May 31, 2009

Title	Dispatcher						
<u>2004-2009</u>	<u>04/09</u>	<u>04/09</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>07/09</u>
Minimum	Step 1	Step 2	Step 3	Step 3	Step 3	Step 3	Step 3
23,562	25,025	26,507	27,979	28,818	29,827	31,020	32,261

Schedule A-2

Part-time employees hourly rates

<u>Title</u>	<u>FY 04/05</u>	<u>FY 05/06</u>	<u>FY 06/07</u>	<u>FY 07/08</u>	<u>FY 08/09</u>
PO Base	12.60	12.97	13.42	13.95	14.50
PO Step 1	12.97	13.42	13.95	14.50	15.08
Disp.Base	11.31	11.64	12.04	12.52	13.02
Disp. Step 1	11.64	12.04	12.52	13.02	13.54