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Contract Database Metadata Elements

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POL / 7511

AGREEMENT

BY AND BETWEEN

THE VILLAGE OF ALFRED

AND

**ALFRED POLICE DEPARTMENT LOCAL 2841AL,
NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION,
COUNCIL 82, AFSCME, AFL-CIO**



**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

MAR 20 2009

ADMINISTRATION

JUNE 1, 2006 – MAY 31, 2009

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PREAMBLE

This agreement made to take effect on June 1, 2006 by and between Craig Clark, Mayor of the Village of Alfred, on behalf of the Village of Alfred, Board of Trustees, hereinafter referred to as the "Board" or "Employer" and the American Federation of State, County and Municipal Employees, Council 82, Local 2841AL hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties to set forth herein the agreement covering wages and conditions of employment to be observed by the parties hereto, and shall not be construed to restrain or limit the Board in the full and absolute management of its affairs, except as modified by the provisions of this agreement.

WHEREAS, the Union, on behalf of itself and the employees covered by this Agreement, affirms, pursuant to section 207, paragraph three (3) of the Taylor Law, that both the Union and the employees do not assert the right to strike against the Employer or any government, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such a strike. The term "strike" means any strike or concerted stoppage of work or slowdown. The Employer will not institute or take part in any lockout of employees.

WHEREAS, this constitutes the entire agreement between the parties and shall supersede any and all previous rules, regulations, and personnel policies that are inconsistent herewith. Any amendment to this contract must be mutually agreed on by the parties in and annexed hereto and designated as an amendment to this agreement.

WHEREAS, this agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex, handicapped status, marital status, sexual orientation or political affiliation.

WHEREAS, the Employer agrees not to interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of

Union membership or because of any employee's activity permissible under the Taylor Law and this agreement in an official capacity on behalf of the Union, or for any other cause.

WHEREAS, the Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

WHEREAS, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMMENDMENT OR LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Now, therefore, it is mutually agreed as follows:

Definitions:

Wherein the body of this Contractual Agreement the word "**emergency**" is used, it is agreed by the parties that emergency shall be defined as a "sudden, unforeseen happening which requires action to correct or to protect lives and/or Property".

ARTICLE 1 - OVERTIME

A. For the purpose of this section, Overtime shall be defined as the time a regular full-time police officers works in excess of eight (8) hours per day. For such time worked in excess of that eight hours, compensatory credit shall be accrued at the rate of one and one-half (1 ½) the regular hourly rate of that employee. Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off, scheduled pass-day, or other leave at full pay shall be considered as time worked for the purpose of computing overtime. That overtime rate shall be at one and one-half (1 ½) times the regular rate.

- 1) A record of compensatory time shall be maintained documenting accrual and utilization. Vacancies created by utilization of such time may be filled by part-time officers.
- 2) Credited compensatory time may be accumulated up to a maximum of eighty (80) hours at one time.
- 3) At an employees option, they may elect for a once a year buyout of accrued compensatory time up to a maximum of forty (40) hours to be paid on the first regularly scheduled pay in November.

B. VOLUNTARY OVERTIME

Voluntary overtime shall be based on seniority as defined in Article 16. In the event that it becomes necessary to fill an eight (8) hour shift to replace a regular full-time police officer because of a vacancy created as a result of an employee's approved request for a vacation, holiday, sick or personal leave, the voluntary list will first be exhausted unless expressly excluded by alternate written provisions within this agreement, prior to the filling of that shift by part-time officers, or the use of involuntary overtime.

- 1) Except in the case of an emergency as determined by the Board or the Chief of Police, this voluntary overtime work shall be offered to a regular full-time police officer on the basis of seniority and equitably distributed by rotation according to their place on the seniority list. That seniority will be exercised first by the most senior officer on his/her regular pass day. If the officer whose turn it is to work does not possess the qualifications and ability to perform the required work their turn will be skipped until the next available time for which they would be eligible to work without forfeit to their place in the established rotation. Should an officer decline their turn to work voluntary

overtime they will forfeit their turn until their name is reached again in the normal rotation.

- 1) Part-time police officers may be used to fill the regularly scheduled eight (8) hour sergeant shifts before such shifts are offered to regular full-time police officers at overtime

C. INVOLUNTARY OVERTIME

Involuntary overtime shall be assigned by inverse seniority as defined in Article 16. Should the Police Chief be unable to meet desired staffing levels through the use of voluntary overtime, and/or the scheduling of part-time officers, the involuntary overtime list will be utilized.

Mandatory overtime shall be assigned as follows:

- a) The two least senior officers on either side of the shift will be assigned on a rotating basis based on inverse seniority to work four hours each of the vacant shift immediately proceeding or following their regular assigned shift. In the event that the vacant shift can not be filled by this method, involuntary overtime shall be assigned in an equitable manner by rotational assignment of the inverse seniority roster. Should it be the determination of the Chief of Police that the qualifications and ability of any of those officers to perform the required work is insufficient, that officer may be bypassed and placed at the top of the involuntary overtime list without change in placement on the inverse seniority roster. Officers on pre-approved time off or on a pass day immediately proceeding or following such pre-approved time-off shall be skipped for this assignment, but placed at the top of the inverse seniority list for the next assigned overtime, while maintaining their position on the inverse seniority list for the next rotational assignment.

b) An officer on approved time off will be skipped on the list but will be placed for the next involuntary overtime without change as to his/her placement on the rotational listing for involuntary overtime.

c) An officer on pre-approved time off or his/her regular pass day will not be ordered into work unless an emergency as defined in this agreement.

ARTICLE 2 - CALL-TIME

Upon completion of his regular shift a police officer recalled to return for emergency duty at times not immediately preceding or following a regularly scheduled shift shall be paid a minimum of three (3) hours at time and one half (1 ½). The supervisor may assign any type of police work to the employee. Employees called back and not put to work shall be guaranteed one and one-half (1 ½) hours overtime compensation

ARTICLE 3 - SHIFT CHANGES

A. No employee shall have his/her shift schedule changed for the purpose of avoiding the payment of overtime, unless he/she has been notified of such change one (1) week in advance of the time in which the changed work period is to begin provided, however, that the circumstances necessitating such change are foreseeable prior to such one (1) week period.

B. In the event that circumstances necessitating such shift changes are unforeseeable, then such notice shall be given as soon as possible.

C. In the event such notice of change is not given at least twenty-four (24) hours prior to the starting time of the scheduled shift which the employee is directed to work, such employee shall be deprived of the opportunity to work his/her normal shift and to be paid overtime for the hours worked in excess of forty (40) hours in the work week.

D. Regularly scheduled days off shall not be changed for the purpose of avoiding the payment of overtime.

ARTICLE 4 - VACATIONS

A. Police officers shall be granted vacations with pay according to the following schedule after the completion of one (1) year of service:

1 thru 3 years.....10 work days	10yrs/less than 15..... 21 work days
4 yrs/ less than 6.....15 work days	15yrs/less than 20.....22 work days
6 yrs/ less than 10.....20work days	20 yrs and over.....23 work days

- upon completion of continuous service.

No employee shall be entitled to more than twenty three (23) work days of vacation, regardless of years of employment.

The Union recognizes the necessity of greater police coverage during the months of September through May and members will take a minimum of 50% of their earned vacation days during June, July, and August.

B. An employee shall be permitted to carry over from one fiscal year to into the next not more than three vacation days which the employee has accrued but failed to take during preceding fiscal years.

C. Police officers may take vacation in any combination of days. Vacations of five (5) days or more in a block must be requested in writing thirty (30) days in advance. Vacations of less than five (5) days must be requested in writing ten days in advance. The chief shall make every reasonable effort to grant vacations as requested. If there is a conflict making it necessary to limit the number of officers on vacation at one time, the most senior officer shall be given preference. The time limits in this article may be waived by mutual consent. No employee will take more than two days of vacation between August 20 and September 30.

D. If any police officer is laid off, discharged, retired or separated from the service of the Village for any reason prior to taking his/her vacation, he/she shall be compensated in cash for the unused vacation he/she has accumulated at the time of his/her separation. If an employee should die, the payment for accumulated vacation time shall be paid to the designated beneficiary.

E. All paid leave, including sick leave, personal leave and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credit entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes.

F. Leave with pay

An employee who takes a civil service promotional exam for the Village of Alfred which is scheduled during, or within four (4) hours of their regularly scheduled shift will be granted a yearly maximum of four (4) hours leave with pay. The employee shall be required to return to duty following the exam and reasonable travel time if their regular shift is in progress. Written notice must be provided to the Chief of Police at least ten (10) days prior to the exam date. The Chief of Police will reasonably consider additional time off requests submitted in conjunction with the leave with pay request. The vacancy created by this provision may be filled by part-time employees.

ARTICLE 5 - HOLIDAYS

A. The following twelve (12) days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	December 24 th
Labor Day	Christmas Day

B. An employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after the holiday in order to receive compensation for the

holiday, unless he/she was absent because of illness, vacation or other absence approved by the employer.

C. Employees who are scheduled to work, and do in fact work, shall be paid at one and one-half (1 ½) times their regular rate of pay, and receive one (1) day compensatory time off.

D. Employees who are on vacation or sick leave will receive another day off in lieu of the holiday to be taken at a date to be selected by the employee with the approval of the Chief of Police. Employees who normally would have been scheduled to work on the holiday, but who have been granted the day off to observe the holiday, will receive their regular pay for the day.

E. Employees may at their option choose to accumulate holiday pay between the beginning of the fiscal year and the pay period before the Christmas holiday and be paid that holiday pay in one sum at that time. But this request must be made in writing to the Chief of Police in order to satisfy New York State requirements.

ARTICLE 6 - BEREAVEMENT LEAVE

If a member of an employee's immediate family dies and the employee attends the funeral, he shall be granted not to exceed four (4) days of absence without loss of pay on his scheduled work days up to and including the day of interment. The employee must furnish proof of the death and of his attendance at the funeral if requested by the Village. As used in this paragraph, an employee's immediate family includes only his/her spouse, child, parents, brother, sister, and parent-in-laws. In the situation where the following relatives are involved, the Village shall grant two (2) days leave of absence with the understanding that the employee can take up to two(2) additional days from his accumulated days off: grandparents, grandchild, brother-in-law, sister-in-law, and other relatives residing in the employee's household.

ARTICLE 7 - SICK LEAVE

A. The employee shall be granted sick time with full pay whenever the need occurs. However, if the employee is ill for more than seven (7) consecutive work days and the Employer's insurance coverage takes effect then the employee shall sign over the insurance checks to the employer while drawing full pay from the employer. The employer agrees to provide full pay for a period up to twenty six (26) weeks.

B. An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer may require such certificate if there is a pattern of sick leave, question of appropriateness, or if the absence is for three (3) or more days.

C. In the event the Employer has good reason to believe that an employee is no longer physically able to continue his regular duties, the Employer may require a full physical examination by a physician selected by the Employer at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of any employee to continue in his/her job duties, then a third physician, shall make the final determination. The full cost of the third physician shall be borne by the Employer.

D. If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of the required absence without charge against any leave credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his return to duty will not jeopardize the health of any other person.

E. Employees paid during absence due to sickness shall receive full pension and insurance contribution and coverage.

F. In those cases where the entitlement to all sick time has been exhausted, the Employer will consider applications for extended sick time without pay where the employee has at least three (3) years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one (1) year and shall be granted under such conditions as the Employer deems appropriate.

G. This sick leave policy is for each year of this agreement.

ARTICLE 8 - PERSONAL LEAVE

A. All employees shall be entitled to four (4) personal leave of absence days per year with pay. Personal leave is to be used for personal business that can only be taken care of during normal working hours. This leave is not cumulative.

B. Requests for personal leave of absence days must be made in writing at least three (3) days in advance of the day being requested, except that in the case of an emergency, the advance notice requirement may be waived by the Chief of Police.

ARTICLE 9 - UNION LEAVE

The employer agrees to permit members of the Union who are elected or designated to attend any convention or Executive Board meeting of the International Union, Council 82, State AFL-CIO or local Central Labor Council, to attend such functions without loss of time or pay, Provided that a request for such leave is made by the Union no less than two (2) weeks prior to the date that the function is scheduled. Such time shall be limited to five (5) days per year for Union business other than negotiations. No more than one (1) employee can be on leave for this purpose at the same time. It is further agreed that if additional time is required for Union business that personal leave days or vacation days may be used by the individual police officer provided that the Chief of Police is notified of this need no less than two (2) weeks before the function and further provided that the needs of the Police Department and the Village will not be

hurt by the additional time and further that the additional time not exceed a total of three (3) days during the year.

ARTICLE 10 - SALARIES

A. Effective June 1, 2006 the Employer and the Union agree that the following salary schedule shall be in effect for all new employees. Each employee who has the number of years of continuous service shown below shall be paid annually on the first pay day following the anniversary of his/her last date of appointment:

SALARY SCHEDULE

June 1, 2006 -- May 31, 2007

PATROLMAN

Entrance Level	\$30,329.33
Completion M.P.T.C.	31,925.18
1 year less than 2	34,352.83
2 years less than 3	37,693.57
3 years and over	42,362.49

SERGEANT

Entrance Level	\$38,986.17
1 year less than 2	41,749.21
2 years less than 3	43,899.04
3 years and over	46,045.44

June 1, 2007 -- May 31, 2008

PATROLMAN

Entrance Level	\$31,239.21
Completion M.P.T.C.	32,882.93
1 year less than 2	35,383.41
2 years less than 3	38,824.38
3 years and over	43,633.36

SERGEANT

Entrance Level	\$40,155.76
1 year less than 2	43,001.68
2 years less than 3	45,216.01
3 years and over	47,426.80

June 1, 2008 -- May 31, 2009

PATROLMAN

Entrance Level	\$32,176.38
Completion M.P.T.C.	33,869.42
1 year less than 2	36,444.92
2 years less than 3	39,989.11
3 years and over	44,942.36

SERGEANT

Entrance Level	\$41,360.43
1 year less than 2	44,291.74
2 years less than 3	46,572.49
3 years and over	48,849.61

B. (1) Each employee who works a minimum of four hours overtime following his/her regularly scheduled 8 hour shift will receive an overtime meal allowance of seven dollars (\$7.00.)

X

(2) An employee required to go out of town for official police business shall be reimbursed in accordance with the prevailing I.R.S. rates for necessary meals, lodging, parking and tolls upon submission of receipts.

C. An employee who is promoted to Sergeant will be placed in the pay slot that shall provide at least one (1) full increment increase in pay and shall receive increments each successive year until maximum salary is reached.

D. Salary payments shall be made once every two weeks, but in no case before the period worked has expired.

X

ARTICLE 11 - LONGEVITY PAYMENT

Each employee who has completed 5 years of service shall have his/her salary increased by 30 cents per hour. (\$624/yr.)

Each employee who has completed 10 years of service shall have his/her salary increased by 38 cents per hour. (\$790.40/yr.)

Each employee who has completed 15 years of service shall have his/her salary increased by 38 cents per hour. (\$790.40/yr.)

ARTICLE 12 - UNIFORM ALLOWANCE

A. When the board requires an employee to wear a uniform, the Board shall furnish such employee for the first year of their employment with a complete uniform and equipment or replacement of such uniform or equipment as may be reasonably necessary. It is further agreed

that equipment type items and clothing, if lost or damaged as a result of carelessness or negligence will be replaced by the employee responsible and not by the Board. In the event uniform or uniform items are damaged during the performance of duty, such items will be replaced by the Village and any restitution for said items made through any court will be given to the Village.

After the completion of one year of service with the Village of Alfred Police Department, an employee will be allowed to submit via voucher system, requests for the replacement of equipment listed in [D] below, and all other equipment approved by the Chief of Police or the Village Board, according to the following schedule:

6/1/06.....\$400
6/1/07.....\$450
6/1/08.....\$500

Any amount unused at the end of the contract year will remain with the Village of Alfred.

B. The Board shall assume the cost of dry cleaning police uniforms. The uniforms to be dry cleaned shall be deposited at police Headquarters at a day and time established by the Chief of Police.

C. The police officer shall surrender the uniform and equipment to the Board upon separation from service as an employee of the Village.

D. The following items of equipment will be supplied to each police officer by the Board and shall be returned by the officer upon termination of his/her employment. The value of such items subject to approval of the Chief of Police, approval not to be unreasonably withheld.

1 - uniform hat	1 - raincoat
1 - winter hat	1 - pair winter gloves
4 - short sleeve shirts	2 - bike patrol pants *
3 long sleeve shirts	2 - bike patrol shirts *
4 - pants	1 - bike patrol jacket*
1 - pair shoes	1 - ballistic vest
1 - pair winter boots	1 - garrison belt

- | | |
|------------------------------------|------------------------------|
| 5 - pair black socks | 1 - gun belt |
| 1 - winter coat | 1 - holster |
| 1 - med weight coat/sweater | 2 - handcuff cases |
| 1 - tie | 1 - magazine holder |
| 1 - tie clip | 1 - cap stun holder |
| 3 - badges (jacket, shirt, wallet) | 1 - flashlight holder |
| 1 - name tag | 1 - portable radio holder |
| 1 - identification card | 1 - latex glove holder |
| 1 - set collar brass | 1 - set of keepers |
| 1 - flashlight | 1 - portable radio |
| 1 - handgun | 3 - magazines and ammunition |
| 1 - cap stun | 1 - summons holder |
| 2 - sets handcuffs | 1 - equipment bag |

* Only provided to officers who are regularly assigned to bike patrol.

ARTICLE 13 - DISCIPLINE

A. It is understood and agreed that discipline shall be imposed only for just cause. Where the Chief or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The conduct for which the discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description on the alleged acts and conduct including references to dates, times, and places. An employee shall not be disciplined for acts of which the Village had knowledge of, except those which would constitute a crime, more than six (6) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

B. The penalty proposed may not be implemented until the employee;

- 1) fails to file a disciplinary grievance within five (5) days of service of the notice of discipline,
- 2) having filed a grievance, fails to file a timely ten (10) day appeal to arbitration, or
- 3) having appealed to arbitration, until and to the extent it is upheld by an arbitrator.

However, the Chief or his designee may suspend without pay any employee when the Chief or designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with the department's or Village's operation. Such determination shall be reviewed by a disciplinary arbitrator. A notice of discipline shall be served no later than five (5) days following any such suspension.

C. A grievance protesting any disciplinary grievance shall be filed directly with the Chief. The Chief or his designee shall hold a meeting to discuss the merits of the grievance, but in any event the Chief or his designee must answer the grievance within five (5) days of the receipt of the grievance.

D. If the grievance is not resolved at the Chief's level, the Union shall have the right to proceed to arbitration.

E. The employee shall have the option to select the above described procedure or to select the procedure outlined in Section 75 and 76 of the Civil Service Law.

All fees and expenses of the arbitrator and fees of the American Arbitration Association shall be divided equally between the Employer and the Union, or the employee, if he chooses not to be represented by the Union.

ARTICLE 14 - GRIEVANCES AND ARBITRATION

A. It is the policy of the parties that all grievances be resolved at the earliest possible stage of the grievance procedure. Both parties recognize that the procedure must be available without any fear of discrimination because of its use. Formal or informal settlements at any stage of the grievance procedure shall bind the parties to the settlement but shall not be precedents in a later grievance proceeding.

B. A dispute concerning the application and/or interpretation of this agreement is subject to all steps of the grievance procedure including arbitration.

C. Any other dispute or grievance concerning a term or condition of Employment which may arise between the parties or which may arise out of an action within the scope of authority of the Chief and which is not covered by this agreement, shall be processed up o the Village Board and to arbitration if the Union so desires.

D. A “grievance” is any alleged violation of this Agreement or any dispute or any grievance with respect to its meaning or application.

E. An “aggrieved party” is an employee or group of employees who submit a grievance or on whose behalf it is submitted by the Union.

F. Before submission of a written grievance the aggrieved party or the steward must attempt to resolve it orally with the Chief of Police.

G. If the grievance is not resolved informally, it shall be submitted to the Chief of Police within five (5) days after the informal conference. The Chief of Police shall render a decision within two (2) days after the grievance is submitted in writing. The time limits may be extended if it is mutually agreeable to both the employer and employee.

H. No alleged violation shall be deemed waived unless submitted at the first available date within ten (10) days after the aggrieved party knew or should have known of the condition upon which the alleged grievance is based.

I. If the grievance remains unresolved, it may be submitted to the Board of Trustees, in writing, who will hear the grievance at its next regular meeting in executive session. The Board

shall submit its answer in writing to the aggrieved party and to the Union no later than five (5) days after the Board meeting at which the grievance was discussed.

J. If the grievance still remains unresolved, the union may submit the grievance to arbitration. The request for arbitration must be made in writing and within fifteen (15) days after the aggrieved party receives the Board's reply.

K. The arbitration shall be conducted by an arbitrator to be selected under the rules and procedures of the Public Employment Relations Board and the parties shall be bound by the rules and procedures of the Public Employment Relations Board. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add or to detract from the provisions of this agreement.

L. The cost of the services of the arbitrator, including expenses, if any, shall be borne equally by both parties.

M. All parties to the grievance shall have the right at all stages thereof to be represented by the Union, an attorney, or a representative of their choice, and at all stages after Stage one shall have the right to confront and cross-examine all witnesses called and to testify and call witnesses on their own behalf.

N. The grievor may retain an attorney of his choice, but shall be personally liable for the cost thereof.

O. All matters relative to the grievance procedure shall be handled in such a manner and at such times that there will be no undue interruption of police services or loss of work time.

ARTICLE 15 - LABOR/MANAGEMENT MEETINGS

To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor/management committees shall be established at the departmental level of operations to discuss the implementation of this agreement and other matters of mutual interest. The size of the committee shall be limited to two (2) Union representatives. Such committees shall meet as often as necessary. A written agenda will be submitted a week in advance of regular meetings. Labor/Management Committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this agreement or to agree to take any action beyond the authority of the management at the level at which the meetings take place. The parties may issue joint meeting minutes and letters of understanding. Any arrangement which is the subject of a memorandum of understanding, letters of understanding or joint meeting minutes shall not be altered or modified by the Employer without first consulting with the Union representatives at the appropriate level. Disagreements growing out of the implementation of memoranda or letters of understanding may be subject to grievance procedure up to and including the Village Board. The Union representative will render assistance to local joint committee in procedural and substantive issues as necessary to fulfill the objectives of this section and may participate in such meetings.

ARTICLE 16 - SENIORITY

A. For the purpose of this section, seniority shall be defined as the length of an employee's uninterrupted service for the Village of Alfred Police Department in title, including sick leave, military leave as covered in Section 242 and 243 of the Military Law of New York State, and Workmen's Compensation leave not exceeding one (1) year.

B. The Employer shall have the right to make any job or shift assignment necessary to maintain services. However, job assignments and shift selections shall be in accordance with seniority provided that the employee has the ability to properly perform the work involved. Grievances under this section shall be processed to arbitration.

C. The Employer agrees to provide the Union a list, upon request, of its employees by seniority. Said request shall not be made more than once every twelve (12) months.

D. An employee shall only be able to bump on posted special events or special detail assignments that would occur overtime.

ARTICLE 17 - BULLETIN BOARDS

A. The Board shall allow the Union the use of the last two (2) feet of the bulletin board that is presently located in the Police Department for the purpose of posting Union news and notices.

B. The Union agrees that it will not post materials which may be profane, derogatory to any individual, or constitute election campaign material. All bulletins or notices shall be signed by the Council President, Local Union President, the Executive Director, or their designee, and the Police Commissioner.

ARTICLE 18 - FALSE ARREST INSURANCE

A. The employer will provide and pay for legal counsel for the Defense of any employee against whom criminal or civil complaint is filed for alleged false arrests or abuse of power in the official discharge of job related duties.

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

documents by the Employer, all matters pertaining to the representation of such employee shall be assumed by the Village of Alfred insurance carriers.

ARTICLE 19 - PERSONNEL RECORDS

A. All employees, upon request shall be given reasonable opportunity to review their official personnel file maintained by the personnel office of the Village. This file shall contain their original application for employment, and any and all job evaluations, commendations, reprimands, suspensions, and any other record of actions which have taken place during their employment with the Village of Alfred, unless otherwise mutually agreed to by both parties. Upon review of their file, employees may request and shall be provided with copies of all documents and notations which they had not previously been given.

B. No letter of criticism, poor evaluation, reprimand or any other document which could effect an employee's job may be placed in an employee's official personnel file without the employee first having an opportunity to review such document. Should an employee, upon review of such action, disagree with all or part of any such letter, he shall have the right to file a grievance in accordance with section 14 of this agreement.

ARTICLE 20 - IN SERVICE CONNECTED DISABILITY AND DEATH

A. It is understood and agreed that all police officers included in this agreement shall be covered under provisions of Section 207-c of the General Municipal Law of New York State which provides for the receipt of full pay by the police officer and the payment of all hospitalization and medical expenses incurred by the police officer as a result of an injury or illness sustained in the line of duty.

B. Should a police officer covered by this agreement be killed while in the performance of his/her duties as a police officer, the surviving spouse or beneficiary of such employee shall be eligible to receive such death benefits as provided for under the Workmen's Compensation Laws of the State of New York and to which the Employer shall contribute.

ARTICLE 21 - CHECK STUBS

All check stubs should show the amount of regular earnings, the amount of overtime earnings, insurance deductions and Union Dues deductions.

ARTICLE 22 - INSURANCE

The employer agrees to grant to the Union payroll deductions of Premiums for employee organization sponsored insurance.

ARTICLE 23 - MANAGEMENT'S RIGHTS

All the right's, powers and authority that the Board had prior to the signing of this agreement are retained by the Board except those specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 24 - OUT OF TITLE COMPENSATION

If an employee is assigned to out of title work for more than ten (10) consecutive days, excluding vacations and normal leaves, he/she shall be paid for all work at his/her own rate or the rate of the title in which he/she is working, which ever is higher.

ARTICLE 25 - PRINTING AND DISTRIBUTION OF THIS AGREEMENT

The Employer agrees to provide three (3) copies of this agreement to the Union and one (1) to each present employee by the Employer. The Employer shall also provide a copy of this Agreement to each new employee as he/she is hired.

ARTICLE 26 - RETIREMENT

The Employer agrees to continue its contributions to the 384 d (20 year) retirement plan authorized by the Village.

ARTICLE 27 - HEALTH INSURANCE

A. The health insurance carrier will be the NYS Teamster's Health and Hospital Fund (BCBS) or another carrier providing comparable coverage that is agreed to by the employer and the union. The Village will pay 100% of the initial premium costs. Any increase in the premium cost before December 31, 2003 will be paid in full by the Village. Any increases in the premium costs after January 1, 2004 will be shared with forty percent (40%) of the increase being paid by the employee and sixty (60%) being paid by the Village. The employee's 40% share of the increase shall be paid out of the employee's gross pay ("before tax" salary) if permitted by law.

B. Any employee who declines all basic Health Insurance coverage at the expense of the employer shall be paid by the employer eight hundred dollars (\$800) per year (or pro-rated and portion of the fiscal year) during which the employee declines such coverage. This payment shall be made to the employee at the conclusion of the fiscal year.

C. Upon retirement from the police force of the Village of Alfred, the Village shall continue to pay for the health care insurance of the retired employee with twenty years (20) of full time service for the Village of Alfred Police Department at the rate of two and four tenths percent (2.4%) times the number of years of service, to a maximum of twenty five (25) years, in the police force with the Village of Alfred, and shall continue to maintain the coverage in line with current contracts throughout the employee's retirement. Upon retirement from the police force of the Village of Alfred the Village shall continue to pay for health care insurance of the retired employee with fifteen years (15) of full time service for the Village of Alfred Police Department at the rate of one and one-half (1.5) times the number of years of service, to a maximum of twenty (20) years, in the police force with the Village of Alfred. This coverage shall terminate upon the earlier of the following events:

- 1) Retired employees become eligible for Medicare benefits
- 2) Retired employee becomes eligible for health insurance coverage from another source either through his/her own or his/her spouses employment.
- 3) The retired employee attains the age of 65.

D. The Village will be obligated to provide the insurance coverage the retired employee elected in two of his/her last three years of employment.

E. Retirement Insurance Buyout

a) An employee who retires with fifteen (15) years of full time service with the Village of Alfred Police Department may elect on a one-time basis prior to retirement to receive sixty five percent (65%) of the current year's premium in waiver of the provision in Article 27 - C of this agreement.

b) An employee who retires with twenty (20) years of full time service with the Village of Alfred Police Department may elect on a one-time basis prior to retirement to receive one hundred percent (100%) of the current year's premium in waiver of the provisions in Article 27 - C of this agreement.

ARTICLE 28 - DENTAL INSURANCE COVERAGE

Dental insurance coverage will be included in the NYS Teamster's or other plan.

ARTICLE 29 - PRESCRIPTION DRUG COVERAGE

Prescription drug coverage will be included in the NYS Teamster's or other plan.

ARTICLE 30 - POLICE TRAINING

The Village will provide an annual total allocation not to exceed one thousand dollars (\$1,000) for the Police Department; for training; not to include area of fingerprinting, breathalyzer, firearms, or radar.

ARTICLE 31 - SAVINGS CLAUSE

Should any section or portion of this agreement be held unlawful and unenforceable by a court of competent jurisdiction such decision of the court shall apply only to the specific section or portion thereof directly specified in the decision. Upon the finalization of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated section or portion thereof.

ARTICLE 32 - ACCESS TO PREMISES

The employer agrees to permit a representative of Alfred Police Local, Council 82 and or the International Union, on an exclusive basis, to enter the premises of the employer at any time for the discussion of working conditions, explanation of union membership, service and programs with employees, and communication with other officers and stewards of the Union, provided such discussions do not unruly interfere with the performance of duties assigned to the employees.

ARTICLE 33 - RIGHT OF UNION REPRESENTATIVES TO ATTEND GRIEVANCE AND DISCIPLINARY PROCEDURES

The Local Union Representative and Council 82 Representatives shall be in attendance at each step of the Grievance Procedure and Disciplinary procedures.

ARTICLE 34 - NIGHT SHIFT

The employer recognizes the desirability for two (2) men to be on duty from 8 P.M. to 4 A.M. and will make every effort within budgetary and manpower considerations to have this dual coverage.


ARTICLE 35 - PRESERVATION OF BENEFITS

With respect to matters not covered by this Agreement, the Village will not seek to diminish or impair any benefit or privilege provided by law during the term of this contract. Nothing in this paragraph shall be construed to be inconsistent with management's rights.

ARTICLE 36 - EFFECTIVE DATE OF CONTRACT

This contract commences on June 1, 2006 and expires on May 31, 2009.

For the Village of Alfred:



Craig Clark, Mayor



Date

For Alfred Police Unit
Local 2841AL

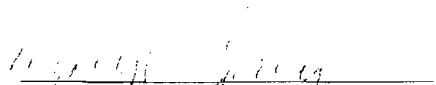


Paul Griffith, President



Date

For Council 82:



Greg Carey, Staff Representative



Date

Resolution of the Village of Alfred

Contract with Chief of Police Timothy J. O'Grady

We, the Village Board of Alfred hereby grant Chief Timothy J. O'Grady the same rights, privileges and terms of the agreement by and between the Village of Alfred and The American Federation of State, County and Municipal Employees, Council 82, AFL-CIO. Henceforth Trustee Weaver made a motion to except this resolution.

With the following excluded sections within the contract:

- | | |
|--------------------------------------|---|
| -Overtime (including meal allowance) | -Personnel records |
| -Call-time | -Out of title compensation |
| -Shift changes | -Printing and distribution of this agreement |
| -Union leave | -Access to premises |
| -Discipline | -Right of union representatives to attend grievance and disciplinary procedures |
| -Grievances and Arbitration | -Night shift |
| -Labor/management meetings | -Police training |
| -Bulletin boards | |

Chief Timothy J. O'Grady shall be allowed to retain his position as an Allegany County Legislator for District IV until he decides to vacate said position and is granted permission to attend County Legislative meetings as long as he is a county legislator by adjusting his work schedule to meet his requirement to the Village of Alfred for a minimum of forty hours per week.

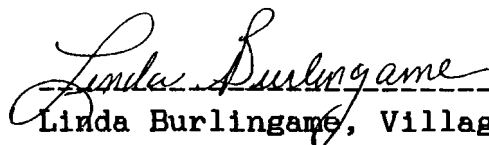
NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Alfred, County of Allegany, State of New York, that effective the 15th day of July 2006, this contract with Chief of Police Timothy J. O'Grady shall be adopted.

Such motion was seconded by Trustee Prophet and following a discussion of the proposal, the Mayor instructed the Village Clerk to call the roll of the Village Board which was done with the following results:

Mayor Clark- Aye
Trustee Prophet- Aye
Trustee Rasmussen- Aye

Trustee Weaver- Aye
Trustee Gregory- Aye

seal



Linda Burlingame, Village Clerk

The above resolution was adopted Sept. 5, 2006

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAR 20 2009

ADMINISTRATION