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Union: **Ballston Spa Police Benevolent Association (PBA)**

Local:

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POL/8262

**DUPLICATE
ORIGINAL**

**COLLECTIVE BARGAINING
AGREEMENT**

between

THE VILLAGE OF BALLSTON SPA

and

**THE VILLAGE OF BALLSTON SPA
POLICE BENEVOLENT ASSOCIATION**

for the period

JUNE 1, 2005

through

MAY 31, 2008

RECEIVED

JUN 15 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

24

THIS AGREEMENT is made and entered into on the 13th day of June, 2006, by and between the VILLAGE OF BALLSTON SPA, a municipal Corporation having its principal offices at 66 Front Street, Ballston Spa, New York, hereinafter referred to as the "Village" and the VILLAGE OF BALLSTON SPA POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association."

The term of this Agreement shall be from June 1, 2005 through and including May 31, 2008.

ARTICLE 1

INSTITUTIONAL SECURITY

Section 1. INTENT OF THE PARTIES

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve harmonious and cooperative relationships between the Village and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government and to comply with the statutory requirements as set forth in the Public Employees' Fair Employment Act (Section 200, et seq. of the New York Civil Service Law).

Section 2. RECOGNITION AND CERTIFICATION

The Village and Association agree and the Village recognizes and certifies that the Association is the employee organization for all permanent full-time Police Officers, including Sergeants, Dispatchers and Parking Enforcement Officers, and regular part-time Police Officers, including Acting Sergeant, Part-Time Dispatchers and Part-Time Parking Enforcement Officers who are members of the Village Police Department. Full-time and part-time are as defined in applicable law.

Section 3. ASSOCIATION RIGHTS

(a) The Association is hereby extended the following exclusive rights:

i) To represent said employees of the said Police Department in negotiations and in the settlement of grievances.

ii) To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees of the said Police Department.

iii) To unchallenged representation status for the maximum period allowed by law.

(b) Subject to the limitations and conditions contained in Civil Service Law Sect. 208-3(b), bargaining unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted by the Village in the same manner used for voluntary dues deduction. All monies deducted shall be transmitted to the PBA with the voluntary dues deduction monies. The Village's obligation to deduct agency fee payments only applies to weeks in which the employee receives a paycheck from the Village.

(c) The Village agrees that it shall not provide payroll deduction privileges to any other organization or entity without the approval of the Association. The parties agree that the Village will provide payroll deduction privileges to all bargaining unit members who provide appropriate forms authorizing payroll deduction for the following credit unions: TCT Federal Credit Union.

Section 4. RELEASE TIME FOR ASSOCIATION BUSINESS

a) The President or his designee shall be allowed reasonable time with full pay to participate in negotiations with the employer if conducted during regular duty hours, to adjust grievances and to participate in all hearings pertaining to implementation of this agreement. All

release time must be with the approval of the Chief of the Department which approval shall not be unreasonably withheld.

b) On or about January 25 of the year in which this Agreement expires, the parties agree to meet to set a framework and a timetable for collective negotiations and the exchange of proposals for a successor contract.

Section 5. ASSOCIATION NO-STRIKE OBLIGATION

The Association does hereby affirm that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

Section 6. LEGISLATIVE ACTION CLAUSE

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

Section 7. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining parts or portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect. It is further provided that upon such invalidation, the parties agree immediately

to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal.

Section 8. BULLETIN BOARDS

The Association shall have the right to post notices and other communications related to Association members or business on bulletin boards maintained on the premises and facilities of the Village Clerk's office at 66 Front Street, Ballston Spa, New York. The Association also shall have the permission of the Village to post its announcements and relevant information on bulletin boards to be provided by the Association.

Section 9. MUTUAL UNDERSTANDING

It is understood that information and those items pertinent in collective bargaining and/or conducting business between the parties and/or representing employees of the Association unit shall be made available as soon as practicable after a need for such information has been made evident to the Village by the Association. It is further understood and agreed that "EMPLOYEE" shall be defined to mean only those employees represented by the Association. Nothing herein shall be construed to require the Village or its attorneys to divulge or make available their work product or other protected material.

Section 10. PERSONNEL CHANGES

A. Except as otherwise provided in this Agreement, all personnel changes affecting full-time employees shall be consistent with and pursuant to Article V of the New York Civil Service Law.

ARTICLE 2

INDIVIDUAL SECURITY

Section 1. NON-DISCRIMINATION

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Section 2. EMPLOYEE RIGHTS

(a) Members of the force hold a unique status as Public Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality.

(b) The security of the community depends to a great extent on the manner in which Police Officers perform their duty. Their employment is thus in the nature of a public trust.

(c) The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigation by superior officers, Boards, Commissions or individuals designated by the Village. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

(1) The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

(2) The interrogation shall take place at a location designated by the Chief of Police or the Mayor - ordinarily at Police Headquarters or a location having a reasonable relationship to the incident alleged.

(3) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. Among the information supplied at that time shall be whether the investigation is disciplinary only, criminal only or both. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

(4) In all cases wherein a member is to be interrogated, the member shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of the member's own choosing and/or a PBA representative/attorney before being interrogated. Should the member choose to avail himself of this right, the interrogation may (at the member's choice) be postponed for the purpose of allowing the member to obtain counsel/representation up to the afternoon of the day following the notification of the interrogation. Such attorney/representative may be present during and represent and counsel the member during the interrogation.

(5) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(6) No member shall be required to submit to a polygraph test during the investigation.

(7) The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he be threatened with transfer or disciplinary action. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the

discipline the Department intends to impose nor from advising the member that if he refuses to answer proper questions, as above, he may be subject to additional charges. No promises of reward shall be made during questioning as an inducement to answering questions.

(8) Upon advisement of charges being preferred, the complete interrogation of the member of the Department shall be recorded mechanically, electronically or by a Department stenographer. There will be no "off-the-record" questions, except by mutual consent of both parties.

(9) All recesses called during the questioning shall be recorded.

(10) If a member of the Department is under arrest or is likely to be or, if he is the suspect in or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court and the New York Court of Appeals.

(11) In the event the employer seeks to interview a member regarding a matter which may result in a disciplinary penalty of suspension or termination, the member shall be afforded the opportunity, should he so request, to consult with legal counsel and/or his association representative before being questioned. In all circumstances, the member is entitled to all rights secured by the New York State and United States Constitution and by law.

(12) No complaints or reports shall be entered in a member's file unless he is supplied with a copy of it.

(d) If, as a result of departmental action, a member should receive official documented warnings, admonishments or other disciplinary action that may be detrimental to the

member, that member shall be afforded the opportunity of responding in writing to such charges and such response shall be made part of the member's file. The foregoing shall not preclude the employee from exercising any and all rights that the employee has to challenge the discipline pursuant to the disciplinary procedure set forth in this agreement.

Section 3. GRIEVANCE PROCEDURE

(a) A grievance is a claim by any member of the unit that a specific term of this agreement has been violated, misinterpreted or misapplied.

(b) Grievances shall be in writing and shall state the name of the grievant, the section of the contract which is claimed to have been violated and the redress sought.

(c) Grievances must be initiated in writing within 30 days¹ of act complained of, or within 30 days of the date within which the grievant should reasonably have had knowledge of the complained of act.

(d) Nothing contained herein shall be construed to restrict informal resolution of any grievance. No informal resolution to which the Association is not a party shall constitute a precedent for either party.

(e) The parties agree to provide each other with available factual information necessary to the processing of any grievance. Nothing herein shall be construed to require the parties to provide each other with their own work product or that of their attorneys.

(f) Any unit member bringing a grievance may be represented pro se, by the Association, or by a representative of the Association. No grievance, however, may be presented to arbitration except by the Association, its counsel or a duly designated representative.

(g) Any grievance not appealed from one step to the next within contractual time limits shall be deemed to have lapsed and shall not proceed further. Failure of the Village to answer at

¹ As referred to in this Section 3, the term "days" refers to working days excluding weekends and holidays.

any step shall allow the Association to proceed to the next step at the expiration of seven (7) days after the appropriate step response was due.

(h) The union and grievant shall be entitled to attend all steps of this procedure. The President of the Association, or his designee, shall be released from his regular duties without loss of pay for the time reasonably necessary to adjust grievances or participate in grievance hearings if the same are conducted during his scheduled work hours.

(i) Steps of Grievance Procedure

STEP ONE

Any unit member having a grievance will discuss it informally with the Chief of Police or his designee either personally or by a representative with the object of resolving the matter informally. If the grievance is not resolved, it shall be submitted for formal response. The Chief, or his designee, shall have seven (7) days to respond in writing.

STEP TWO

If the Chief's response is not satisfactory, the grievant shall have seven (7) days to submit the matter to the Mayor or his designee. The Mayor, or his designee, shall schedule a meeting to review the grievance within seven (7) days of the submission and shall render a decision within seven (7) days thereafter.

STEP THREE

If the Association is not satisfied with the Mayor's (or his designee's) decision, it shall file a demand for arbitration within thirty (30) days of the Mayor's (or his designee's) response. No matter may be submitted to arbitration except by the Association. Demands for arbitration shall be filed with the Public Employment Relations Board ("PERB"), and all arbitrations shall be conducted under the Rules of PERB.

(j) The Arbitrator shall not have the power to alter, amend or change any provision of this agreement or which requires the commission of an act prohibited by law. The decision of the Arbitrator shall be final and binding. The fees and expenses of the arbitration shall be in accordance with the standards of the Public Employment Relations Board and shall be paid by the party against whom the Arbitrator's award is found if the position of the non-prevailing party is determined by the arbitrator to have been unwarranted and unjustified on the facts and/or the law or as otherwise apportioned by the Arbitrator.

Section 4. DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any Village employee regardless of his seniority for just cause. Any such discipline shall be commenced by the personal delivery to the employee and the Union of a notice of discipline or discharge or the mailing thereof by Certified Mail, Return Receipt Requested.

A disciplined or discharged employee or the Association with permission of the employee, shall have the right to file a grievance at Step 2 of the grievance procedure. The grievance must be in writing and filed directly with the Mayor or his designee within seven (7) days from the date the notice of discipline or discharge is received by the employee. Said grievance is subject to the grievance and arbitration proceedings herein provided. If no grievance is filed within the time specified (seven (7) days), then the discipline and/or discharge shall be deemed accepted.

ARTICLE 3

HOURS OF WORK

Section 1. WORK SCHEDULES

(a) Work schedules showing the work shifts, days and hours of all employees shall be posted on a bulletin board to be provided by the Village.

(b) All work schedules shall be posted in accordance with the practice in effect on the effective date of this Agreement.

(c) The right to swap or exchange a shift with one another shall be with the prior approval of the Chief, the highest ranking officer of the Department, or his designee, which shall not be unreasonably withheld, provided that the swap does not result in the creation of overtime hours.

Section 2. WORK DISTRIBUTION

The Village shall distribute all work over and beyond ordinary and regular work among Police Officers in accordance with the practice in effect on the effective date of this Agreement, to wit: assignments are first offered to Part-time Police Officers. In the event that a Part-time Police Officer does not accept the assignment, the most senior Full-time Police Officer shall be offered the assignment. If he/she does not accept the assignment, it shall be offered to the next senior Full-time Police Officer until all Full-time Officers have been offered and have rejected the assignment. At that time, the least senior Full-time Police Officer may be mandated to work the assignment. Once that Officer has served a mandatory overtime assignment, he/she shall not be required to again work a mandated overtime assignment until all other available Full-time Police Officers have also been mandated to work an overtime assignment.

ARTICLE 4

SENIORITY

Section 1. DETERMINATION OF SENIORITY

A. Seniority shall prevail in selection of vacation.

B. Seniority shall be determined as of date of permanent full-time appointment to the Police Department in any capacity.

C. Included for purposes of seniority shall be time spent in the Armed Forces of the State or Federal governments while on military leave from the Police Department, time lost from duty by reason of duty-connected disability, by sick leave, or by other authorized paid leave of absence.

D. Seniority shall be lost for the following reasons only:

1. resignation;

2. dismissal without reinstatement, as reinstatement shall restore seniority;

3. retirement;

4. unexcused failure to return to work after expiration of approved leave of absence; and

5. unexcused failure to return to work when recalled from layoff.

Section 2. SENIORITY LIST

A current seniority list showing the names, length of service and rank shall be furnished to the Association on or about January 1 of each year. A copy of the list shall be maintained for inspection by members.

ARTICLE 5

COMPENSATION

Section 1. SALARIES

Effective as of June 1, 2005, the Officers of the Police Department shall receive a base salary per annum as set forth in the schedule contained in Schedule A.

Section 2. LONGEVITY

Effective June 1, 2005, longevity payments shall be made to all permanent members on the first regularly scheduled pay day after the members anniversary date:

SERVICE CATEGORY (Beginning with)	LONGEVITY PAYMENT AS OF JUNE 1, 2005
5th year of employment	\$ 610.50
10th year of employment	\$ 814.00
15th year of employment	\$1,017.50
20th year of employment	\$1,221.00

Longevity shall be determined from the date the employee's full-time employment with the Village commenced.

Section 3. OVERTIME

(a) All overtime paid shall be computed at one and one-half (1½) times the normal rate of pay.

(b) Effect of Time Off on Overtime: Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, or other leave at full pay, shall be considered as time worked for the purpose of computing overtime during the base period.

(c) Minimum Overtime and Recall Pay: An employee who is held over to work overtime after his regular shift shall be paid at overtime compensation for the amount of time worked. An employee who is recalled to work unscheduled overtime after having completed his scheduled work period shall be guaranteed a minimum of three (3) hours overtime compensation. All other overtime worked in excess of the minimum periods set forth herein shall be paid at the overtime rate for time worked computed to the next higher 15 minutes.

(d) 1) It shall be the member's choice as to whether to receive compensation for overtime in the form of compensatory time or pay.

2) The Officer seeking to take compensatory time shall be responsible for scheduling and replacement personnel.

3) Each member may use compensatory time when the coverage for the use of the compensatory time is by an employee who is not entitled to be paid overtime for working the shift of the employee on compensatory time leave.

4) In the event of a dispute as to the right to overtime, the member in the same position with the most seniority shall have preference.

5) Employees may cash out or redeem their accumulated compensatory time for cash at any time upon 30 days written notice to the Mayor or his designee.

6) The maximum compensatory time any employee of the bargaining unit may earn during the course of one year is limited to fifteen (15) days earned at the same time and half basis that overtime is awarded.

7) No carryover of compensatory time will be carried into the next fiscal year except for time earned in the last 60 days of the fiscal year and not to exceed more than five (5) days.

ARTICLE 6

CLOTHING ALLOWANCE

Section 1.

(a) Each full-time uniformed member shall receive a clothing allowance as follows:

<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
\$600	\$800	\$700

Each part-time uniformed member shall receive a clothing allowance as follows:

<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
\$275	\$475	\$375

(b) Village equipment shall be maintained by the Officer and replaced, as needed, by the Village. Under no circumstances shall a Police Officer or Sergeant be required to work without a regulation firearm provided by the Village. A Police Officer or Sergeant may refuse to work but shall be compensated nevertheless if the Village has not provided the Officer or Sergeant with a regulation firearm at the commencement of his shift.

Section 2. DAMAGED CLOTHING REQUIREMENT

Any member shall receive the value of any article of clothing irreparably damaged or lost in the line of duty.

In addition, any member shall receive the depreciated value, not to exceed Fifty (\$50.00) Dollars, of any wrist watch irreparably damaged or lost in the line of duty.

In addition, any member shall receive the value, not to exceed Two Hundred (\$200.00) Dollars, of any prescription eyeglasses or prescription contact lenses irreparably damaged or lost in the line of duty.

Such value shall be made payable to the member only upon certification by the Chief of Police as to the date of irreparable damage or loss, duty performed which caused the irreparable damage or loss and a description of the occurrence which caused the irreparable damage or loss.

ARTICLE 7

LEAVE PROVISIONS

Section 1. PERSONAL LEAVE

(a) During the term of this Agreement, any full-time employee of the Department shall be entitled to personal leave up to a maximum of five (5) days per year with pay and without charge or deduction from his accumulated vacation leave or other time credits. Personal leave may not be accumulated.

(b) Personal leave may be taken in half-day increments.

(c) Accrued Personal Leave Death Benefit: Each employee's estate shall, upon the death of an employee, be paid for all accumulated and unused personal leave time for the calendar year of the employee's death. All payments shall be based on salary schedules in existence at the time of death.

Section 2. SICK LEAVE

(a) All employees of the Department shall earn sick leave credits at the rate of one (1) day per month of satisfactory service and such employees may accumulate such sick leave credits up to a maximum of eighty (80) work days. Each employee shall be paid for all accumulated and unused sick leave upon death or retirement up to a maximum of seventy-three (73) days. All payments shall be based on salary schedules in existence at the time of death or retirement. Any credited but unused sick leave earned prior to this agreement shall be credited as accumulated sick leave under this agreement.

(b) Sick leave shall accrue while the employee is on paid leave.

Section 3. VACATIONS

Full-time employees shall accrue vacation as follows:

Years of Service	Vacation
6 mos. to 1 year	1 week
1 year to 3 years	2 weeks
over 3 years	1 add'l day of vacation for each year of service up to a maximum of 4 weeks vacation in any 1 year

Full-time employees hired after the execution of this Agreement will not accrue two (2) weeks of vacation on June 1 during the year following their start date, but will accrue the two (2) weeks on their anniversary date. The practice for all those currently employed remains the same.

(a) Carry Over: Vacation leave may be carried over from year to year up to a maximum of four (4) weeks.

(b) Cash Value: Upon retirement or other discontinuance of the employment relationship, an employee is entitled to the cash value equivalent of the vacation leave accrued as of that date. The cash value shall be computed using the salary and wages then in effect and shall be paid within 30 days of the date of discontinuance of employment.

(c) Accrued Vacation Death Benefit: Each employee's estate shall be paid for all accumulated and unused vacation time upon the employee's death. All payments shall be based on the salary schedules in existence at the time of death.

(d) When requested by an employee going on vacation leave at least two (2) weeks in advance for inclusion in the prior payroll, such employee shall be given pay before leaving.

(e) When mutually agreed between the Village and an employee, it shall be permissible for an employee to work during his vacation with compensation for both the vacation period and for the hours worked during the vacation.

Section 4. HOLIDAYS

(a) Qualifying Days: Any employee of the Department who shall be required to be on active duty on any of the following holidays or holidays recognized by other Village employees shall receive double time compensation for working such holiday. All part-time employees required to work on such holiday shall be paid time and one-half for the holiday shift.

Such holidays shall be:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday (3 hours for church)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and day after
- Christmas Day

(b) Bereavement Pay: In addition to any other leaves provided for in this Agreement, each employee shall receive four (4) working days for each death in the immediate family which shall be defined as: spouse, child, step-child, mother, father, mother-in-law, father-in-law, sister, brother, and grandparents. This provision applies only to full-time employees.

(c) Other Leave: Employees who are subpoenaed in their official capacity as a police officer for the Village of Ballston Spa shall not be required to charge leave for such testimony.

Section 5. UNION LEAVE

In addition to other leave provided herein, members of the bargaining unit designated by the PBA shall receive ten (10) days of Union Leave per year to be used at the discretion of the PBA, provided that the leave does not create the need for overtime. Such leave days may not be carried forward from fiscal year to fiscal year.

ARTICLE 8

INSURANCE AND RETIREMENT BENEFITS

Section 1. MEDICAL INSURANCE

A. Continuation of Current Medical Benefits

1. The Village will continue in effect all health insurance programs in effect as of June 1, 2005 (Blue Cross/Blue Shield (Empire Plan)). The Village shall pay 100% of the cost of family coverage. The PBA and Village agree that the Village shall be permitted to solicit proposals from health insurance providers other than Empire to obtain comparable health insurance coverage. The PBA further agrees that it will not file any grievance regarding the current health insurance provisions (including co-pay) applicable to Village employees.

B. The Village agrees that it shall permit current members of the bargaining unit and their spouses, who are at least 55 years old and will have retired from the Village Police Department to continue coverage under Village's health, medical and hospitalization plan with the retiree paying \$100.00 per month toward the premium costs.

Section 2. PRESCRIPTION PLAN

All full-time employees in the bargaining unit shall be enrolled in the Prescription Drug Family Plan or equivalent. The Village shall pay the premium in full for such prescription plan.

Section 3. PART-TIME EMPLOYEES ELIGIBLE TO PARTICIPATE

With respect to each of the above medical and prescription plans, all part-time employees shall have the right to purchase the same from the plan(s) used by the Village for permanent employees at a cost of not more than one hundred percent (100%) of the cost to the Village.

Section 4. CAFETERIA PLAN

The Village shall provide, effective 1/1/98, an employee benefit plan consistent with Section 125 of the Internal Revenue Service Tax Code for adult dependent care, child care and medical care.

Section 5.

All full and part-time employees hired after June 1, 2005 shall contribute 15% of the Village's cost of their health insurance coverage.

Section 6. RETIREMENT BENEFITS.

A. (1) Retirement Plan: The retirement plan for all employees shall be the non-contributory plan pursuant to Section 384-d of the Retirement and Social Security Law and shall enact and file all appropriate resolutions adopting and providing for the benefits thereunder.

The Village shall also take all steps necessary to enact and file appropriate resolutions adopting and providing the benefits under Section 384-e of the Retirement and Social Security Law (the Special 20 year plan) to all eligible bargaining unit members commencing January 1, 1994. The Village shall notify the PBA in writing and orally of the date it adopts and files the resolution with the Policemen's and Fireman's Retirement System. It shall be the responsibility of the individual bargaining unit members to timely file an application for §384-e benefits. For informational purposes, under present laws, rules and regulations, an eligible employee has one year from the date that the resolution of the Village Board adopting §384-e is filed with the retirement system to elect coverage.

(2) Computational Procedures: The Village agrees that all employees covered by this Agreement shall be entitled to utilize their final year average salary for purposes of computing retirement pay, and the Village represents that it has taken all steps required to

effectuate such plan in accordance with Section 302 Subdivision 9(d) of Retirement and Social Security Law.

B. **Accrued Vacation and Personal Leave Time:** An employee upon retirement, shall be paid for all accumulated unused vacation and personal leave time earned in the course of the final year of employment. Payment shall be on the basis of the salary schedule prevailing at the time of retirement.

ARTICLE 9

TRAINING

All issues with respect to training shall be referred to a Labor/Management Committee established pursuant to Article 11 herein.

ARTICLE 10

PERSONNEL FILE

Section 1. All employees shall have the right to review their official Police Department personnel file upon request to the Chief or his designee and the review shall be in the presence of the Chief or his designee. This review shall take place within three (3) working days of the request.

Section 2. Employees shall receive a copy of all communications that are to be entered into their official Police Department personnel file and shall be afforded the opportunity to initial such communications prior to entry. The employee shall also have the right to respond and have the response attached to the communication within thirty (30) working days.

ARTICLE 11

MISCELLANEOUS

Section 1. LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the employer and the officers of the Association on matters of concern arising out of the administration of the agreement or matters of concern arising out of the bargaining relationship may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Association shall suffer no loss of time or pay should such meetings fall within their regular work hours.

Section 2. DEPARTMENT RULES PUBLISHED

The Village shall make the following materials available to every employee at a central location: a copy of Special Orders, General Orders, Training Bulletins, Rules and Regulations. A copy of this Agreement will be given to each employee with the cost of duplication borne by the Village.

Section 3. BUSINESS USE OF PERSONAL AUTOMOBILE

Employees required to use personal automobiles for official police business will be compensated therefor at the then applicable IRS rate per mile unless the Village Board increases the rate.

Section 4. MISCELLANEOUS

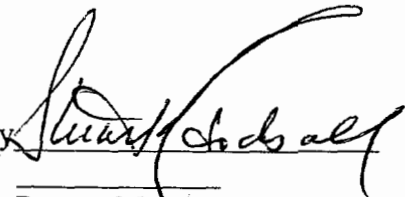
A. In the event that an employee is faced with a civil claim arising out of an incident related to his service with the Village, the Village will provide legal counsel for his protection and hold him harmless from any financial loss excluding punitive damages.

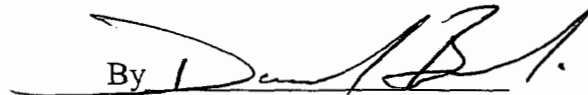
B. Wages, hours and all other conditions of employment in effect at the execution of this Agreement, except as improved herein, shall be maintained during the term of this agreement. No employee shall suffer a reduction in such benefit as a consequence of the execution of this agreement.

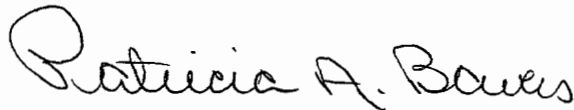
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the day and year first above written.

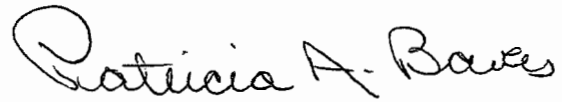
VILLAGE OF BALLSTON SPA

VILLAGE OF BALLSTON SPA POLICE
BENEVOLENT ASSOCIATION

By 
Deputy Mayor

By 
David Bush
President





PATRICIA A. BOWERS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01B04821539
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES 9/30/06

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SCHEDULE A - COMPENSATION

SECTION 1 –
(THE FOLLOWING RATES ARE PER HOUR)

	2005-2006	2006-2007 4%	2007-2008 4%
Full-Time Officer	\$18.08	\$18.80	\$19.56
Sergeant	\$21.37	\$22.22	\$23.11
Part-Time Officer	\$13.86	\$14.41	\$14.99
Dispatcher	\$14.58	\$15.16	\$15.77
Parking Enforcement Officer	\$13.18	\$13.71	\$14.26
Part-Time Parking Enforcement Officer	\$12.25	\$12.74	\$13.25
Part-Time Dispatcher	\$12.25	\$12.74	\$13.25

Members assigned to supervisory duties during the absence of the Chief shall be paid two dollars (\$2.00) per hour above his/her then applicable Officer rate. Certification of such time shall be by the Chief of the Ballston Spa Police Department and accompanied by the appropriate time card. Payment shall be added to the next full pay period. This part of this section concerning pay for supervisory duties during the Chief's absence and procedures therefor shall not be retroactive.

The increase in the 2005-2006 pay rate includes, in addition to the pay raise, an additional fifty cents (\$.50) per hour for full time employees and twenty-five cents (\$.25) per hour for part time employees (stipends).

The payment of the additional stipend to an employee is contingent upon the respective employee providing proof of at least one (1) certification from State or Federally recognized law

enforcement training. Non-exclusive examples of certification include radar, firearms, NYSPIN, EMD, Breath Test Operator and Instructor Training. No employee will receive more than fifty cents (\$.50) per hour (full time) or twenty-five cents (\$.25) per hour (part time) regardless of the number of certifications possessed by the employee. The stipends are included in the base pay, shall continue for so long as the employee retains at least one (1) such certification and are retroactive to the commencement of the Agreement.

SECTION 2 - OVERTIME RATE

(a) Each employee shall be entitled to overtime pay computed at one and one-half times the normal rate of pay for all time worked over and above the normal forty (40) hour week.

SECTION 3 – SHIFT DIFFERENTIAL

All employees covered by this Agreement who are regularly scheduled to work a shift beginning at or about 3:00 p.m. and ending at or about 11:00 p.m. shall receive an additional thirty-five cents (\$.35) per hour; those working a shift beginning at or about 11:00 p.m. and ending at or about 7:00 a.m., shall receive an additional forty-five cents (\$.45) per hour; and those working a shift on Fridays and Saturdays beginning at or about 8:00 p.m. and ending at or about 4:00 a.m. shall receive an additional forty cents (\$.40) per hour above and beyond their total compensation (salary plus longevity).

SECTION 4 - RETROACTIVITY

The salary increases for the first year of this Agreement are retroactive to June 1, 2002 and all employees who have not previously been fully compensated therefor shall receive a retroactive payment within two weeks of the signing of this Agreement.

SECTION 5 - COMPARABILITY

In the event other employees of the Village receive pay increases or benefits greater than those provided to the PBA and its members in this Agreement in the applicable years, this Agreement shall be adjusted to meet the increases or benefits provided to said employees.

Ballston Spa Police Benevolent Association

30 BATH STREET BALLSTON SPA, NEW YORK 12020
(518) 885-5111

June 9, 2006

Trustee Stuart Hodsell
Police Commissioner
66 Front Street
Ballston Spa, NY 12020

RE: Certification Stipend List for PBA Members.

Dear Stuart:

The following is the list of PBA Members and at least one of the certifications that are required for the Member to receive the stipend listed in Section 1. Schedule A – compensation of the collective bargaining agreement.

David Bush	Full time	Firearms Instructor
Michael Demartino	Full time	NYSPIN
Scott Ostrander	Full time	Radar
Thomas Lansing Sr.	Full time	Breath test operator
Michael Welch	Full time	Breath test operator
Kathleen Malone	Full time	EMD
Darcie Stewart	Full time	EMD
Mike Morrissey	Full time	EMD
Joe Hunt	Full time	EMD
William Marshall	Part time	Radar
Timothy Brown	Part time	Radar
Terry Scheuer	Part time	Radar
Fred Harris	Part time	Radar
John Perez	Part time	Radar
William Kelly	Part time	Radar
Jay Barcovic	Part time	Radar
Charles Fuller	Part time	Radar
Stanley Delong	Part time	Radar
Roger Zalucky	Part time	Radar
Trish Alfieri	Part time	Radar
Todd Ives	Part time	N/A
Timothy Kaye	Part time	NYSPIN
Thomas Lansing Jr.	Part time	NYSPIN
Joshua Otten	Part time	NYSPIN

Ballston Spa Police Benevolent Association

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The above listed certificates are available if needed.

Sincerely,

A handwritten signature in black ink, appearing to read "David Bush", written over a horizontal line.

David Bush PBA President

