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#### **Contract Database Metadata Elements**

Title: **Alexandria Bay, Village of and International Brotherhood of Teamsters (IBT), Local 687 (2003)**

Employer Name: **Alexandria Bay, Village of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **06/01/03**

Expiration Date: **05/31/07**

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Clerk Copy  
POL 8526

ARTICLES OF AGREEMENT

Between

VILLAGE OF ALEXANDRIA BAY POLICE

Alexandria Bay, N.Y. 13607

And

TEAMSTERS LOCAL 687

14 Elm Street  
Potsdam, N.Y. 13676

Effective: June 1, 2003

JUNE 1, 2003  
TO  
Expiration: May 31, 2007

RECEIVED

MAY 24 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

J

## **ARTICLES OF AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_th day of \_\_\_\_\_, day of 20\_\_\_\_, by and between the Village of Alexandria Bay, New York, hereinafter referred to as the "Village", and the Teamsters Local Union 687, hereinafter referred to as the "Union", agree as follows:

WHEREAS, the Village and the Union desire to promote and maintain harmonious and cooperative relations, and to work together for the public safety, all in accordance with the Public Employees Fair Employment Act and applicable amendments thereto,

NOW THEREFORE in consideration of the mutual covenants, understandings and agreements hereinafter contained, the Village through its chief executive officer and appropriate legislative body and the Union through its duly authorized representatives have exchanged mutual promises, as follows:

### **ARTICLE 1: CERTIFICATION AND UNIT**

A representation proceeding having been conducted between the parties hereto by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the rules of procedure of the Board, it was CERTIFIED that the Teamsters Local Union 687 was designated and selected by a majority of the employees of the above named employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included in the unit are all full-time and part-time employees, excluded are the Chief of Police, and all other employees.

### **ARTICLE 2: DUES CHECK-OFF**

A. The Employer shall deduct from the wages of the Employees and remit to Teamsters Local Union 687, regular membership dues for its employees who have signed authorizations permitting such payroll deductions. All changes in the dues deduction amounts shall be made by the Teamsters Local Union 687 by notification to the Village.

B. Effective thirty (30) days after ratification by both parties to this agreement, the Teamsters Local Union 687 shall be entitled to Agency Fee deductions from the salary of non-union members.

The Village shall deduct from the salary of employees in the bargaining unit who are not members of the Teamsters an amount equivalent to the dues levied by the Teamsters and shall transmit the sum as deducted to the Teamsters in accordance with

Chapters 677 and 678 of the Laws of 1977 of the State of New York. The agency fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of Agreement.

### **ARTICLE 3: DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In compliance with the provisions of the Public Employee's Fair Employment Act and in consideration of the recognition by the Employer of the Union as the exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike nor will it participate in any such strike by the employees, or will it impose any obligation on said employees to conduct, assist, or participate in a strike.

### **ARTICLE 4: UNION REPRESENTATIVES**

SCOPE OF UNION REPRESENTATIVES' ACTIVITIES: Subject to existing security regulations, the Business Manager or other authorized representative of the Union shall have access to the village's work areas during working hours for the purpose of investigating grievances in accordance with the Grievance Procedure, with permission of Chief. Such permission shall not be unreasonably denied.

### **ARTICLE 5: UNIFORMS AND EQUIPMENT**

A. The Village agrees to provide sufficient ammunition to both full and part timers to allow them to qualify in the weapon that they use in the Village.

B. Uniforms and equipment: Any new officer being hired will receive either six hundred or four hundred dollars upon hiring for uniforms depending on whether they are full time or part time.

C. In each additional year of employment, a full time officer will receive an allowance of ~~\$400.00~~ for updating uniforms and a part timer will receive an allowance of ~~\$250.00~~ for updating uniforms, if said employees had worked the previous year a minimum of 250 hours.

D. Uniform monies will be advanced by the Village only upon proof that such money is actually spent for uniform items. This may be accomplished through a voucher system or through a reimbursement system.

E. The Village will specify the type of uniform to be worn.

F. Village uniforms are not to be worn while working for any other employer.

G. All uniforms and equipment would be returned to the Village upon termination of

services. Failure to do so can result in the officer being charged back for those items not turned in. However, shoes purchased by employees will remain the personal property of the employee.

H. The Village shall provide officers attending the Police Academy with the uniform required by the academy at that time, at the Village's expense.

I. The Village Board agrees to purchase weapons as necessary to standardize weapons in the Department

#### **ARTICLE 6: CLEANING ALLOWANCE**

The Village shall provide for the cleaning of each officer's uniform, at Village's expense.

#### **ARTICLE 7: SENIORITY AND HOURS OF WORK**

The principal of Seniority unless specifically limited elsewhere in this labor agreement shall prevail at all times, however; fitness and ability shall be considered.

The Village will have at least two officers on duty every Friday and Saturday night from July 1 to Labor Day. A determination of the Chief to change the above schedule will not be capricious.

There shall be two shifts namely a day shift and a night shift. The night shift shall run from 7:00 P.M. until 5:00 A.M. The Village will agree that hours shall be assigned on a fair and equitable basis giving due consideration to seniority provided however, that the Chief shall be allowed to schedule individuals with special skills in accordance with the need for those skills on particular shifts.

Part-time officers on becoming full-time officers will receive credit for time employed in determining their full-time seniority status.

Part-time officers will serve a probationary period of one thousand fifty (1050) hours from date of hire. Upon successful completion of this probationary period said officer shall be entitled to call back on lay-off by seniority and his seniority date shall revert back to his date of hire.

#### **ARTICLE 8: OVERTIME**

Any employee, part-time or full-time will be paid time and one half (1 ½) for all hours worked over eight (8) hours per day and/or forty (40) hours per week.

**ARTICLE 9 - RECALL TIME, COURT TIME AND HEARING PAY**

Officers to be paid a minimum of two (2) hours straight time.

An officer who has left the premises and called back to work after completing his regular tour of duty shall be considered to be recalled. When recalled, whether for regular duty, court, hearing or other purpose, an officer so recalled shall be paid a minimum of two hours straight time.

**ARTICLE 10: ASSIGNMENTS**

Job assignment shall be on a fair and equitable basis giving due consideration to seniority, provided that the Chief shall be allowed to schedule special officers with special skills to particular shifts as those skills are needed.

**ARTICLE 11: VACANCIES**

When promotional vacancies are filled, they will be filled in accordance with fitness and ability giving due credit to seniority among equally qualified applicants.

**ARTICLE 12: PERSONAL LEAVE DAYS**

All full-time unit employees shall be credited a total of three (3) personal leave days June 1, of each year, and may be used whenever and as needed. Except in cases of emergency, requests for Personal Leave will be made at least twenty- four (24) hours in advance. Personal leave shall be granted and not otherwise denied or canceled. Personal Leave days may be taken in one half day increments and such Leave shall be without loss of pay and shall not be deducted from vacation or any other Leave benefits. Unused personal days shall be converted to unused sick time.

**ARTICLE 13: SICK LEAVE**

Full-time officers shall receive one (1) day of sick time credited at the end of each month with the maximum accumulation being one hundred twenty (120) days

An employee leaving the Department under honorable conditions, or upon retirement, is entitled to sell back any unused accumulated sick leave to the Village according to the following schedule:

ACCUMULATED SICK TIME	PAYMENT
00-40 Days	\$40.00 per day
41-80 Days	\$60.00 per day
81-120 Days	\$80.00 per day

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In the event that an employee is absent due to illness for a period of four (4) days or more, a doctor's certificate may be requested by the Village.

#### **ARTICLE 14: HOLIDAYS**

All full-time officers shall be entitled to the following holidays:

NEW YEARS DAY	MARTIN LUTHER KING DAY
LINCOLN'S BIRTHDAY	WASHINGTON'S BIRTHDAY
MEMORIAL DAY	INDEPENDENCE DAY
LABOR DAY	VETERANS DAY
THANKSGIVING DAY	CHRISTMAS DAY

Full time employees that work a holiday will be allowed to take a day off at a later time.

Part time employees will be paid time and one-half for holidays worked.

*Full time officers shall be paid time and one-half for all hours worked on a holiday and shall also have the option of receiving eight (8) hours holiday pay or eight (8) hours of compensatory time.*

#### **ARTICLE 15: HOLIDAY/VACATION CANCELLATION**

Scheduled holiday and/or vacation days shall not be subject to cancellation unless 24 hour advance notice of emergency cancellation is given. In the event that a holiday and/or vacation is canceled without 24 hour notice, the employee shall receive time and one-half for at least eight (8) hours for having to report to work on his scheduled day off. Vacation choices shall be by rank, and then, by time in rank.

Unit employees, who give the Chief more than thirty (30) days notice, shall be permitted to exchange vacations. Unit employees, who give the Chief less than thirty (30) days notice, will be permitted to exchange vacations with Chief's approval, which approval shall not be unreasonably denied.

#### **ARTICLE 16: VACATIONS**

Employees will be entitled to two weeks vacation after one (1) year and three weeks vacation after seven (7) years for full time employees. Vacations will be picked by seniority. No more than five vacation days may be carried over from one year to the next. Any vacation days so carried over must be used in the following year. Any accumulated and unused leave time shall be paid to the employee by the Village upon separation from duties under honorable conditions or upon retirement. Such accumulated unused leave time will be paid at the rate of pay then in effect.

Vacation time will be made available to employees on their anniversary date.

**ARTICLE 17: REGULAR TIME OFF**

Regular days off shall be scheduled in accordance with seniority.

**ARTICLE 18: FUNERAL LEAVE**

In the event of death in the immediate family of any full-time employee, said employee shall be granted three days paid leave of absence. Immediate family is defined as spouse, parents, grandparents, children, brothers, sisters, and/or guardians and current father-in-law and mother-in-law.

The Village will provide part-time officers one day of funeral leave on the same basis as full-time officers provided that the funeral leave is required on a day when they are scheduled to work.

**ARTICLE 19:**  
**REVIEW OF PERSONAL RECORDS**  
**EMPLOYEE RIGHTS**  
**DISCIPLINARY INVESTIGATIONS**  
**CRIMINAL INVESTIGATIONS**  
**INDEMNIFICATION**  
**PUNITIVE DAMAGES**

Due to the nature of the work of the police department, the conduct of individual officers may come into question from time to time. When the need for investigation by superior officers is necessary, such investigation shall be conducted in accordance with the policies and procedures adopted by the Village of Alexandria Bay, and in a manner which is conducive to good order and discipline. In the respect, it is specifically indicated that interrogation of a member of the force shall be at a reasonable hour when the member is on duty unless waived by the member and/or unless on extended leave. The member shall be informed of the nature of the investigation before questioning commences. The member shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal, or other disciplinary punishment and no promises or rewards shall be made as an inducement to answering questions. If the member of the force is under arrest, or likely to be, he shall be given his rights pursuant to current decisions of the United States Supreme Court. In all cases and at every stage of such investigations or any other disciplinary proceeding, the officer shall be allowed to consult with counsel and/or be represented by his Union representative. Such right shall attach before and during any investigation.

When the nature of the investigation is such that a member of the force is either a witness, suspect, or a target of a criminal investigation, any and all inquires and/or



investigations relative to that member's conduct or actions will be conducted in a manner so as to not deprive him of his or her constitutional rights.

The Village has heretofore adopted a local law pursuant to Section 18 of the Public Officer's Law which covers police officers when involved in any civil action arising out of the course of the conduct of their duties as police officers for the Village of Alexandria Bay. The Village shall provide for the defense of the officer in any such civil action to the extent permitted by Section 18 of the Public Officer's Law of the State of New York. In addition, the Village shall indemnify and hold the police officer harmless from any judgment of a court of competent jurisdiction to the extent permitted by Section 18 of the Public Officer's Law of the State of New York.

#### **ARTICLE 20: PENSIONS**

The Village will provide in addition to any current Retirement Plan, the Twenty (20) Year non-contributory pension plan established in Section 384-d of the New York State Retirement and Social Service Law, effective December 1, 1991.

#### **ARTICLE 21: POLICE SCHOOLS**

A. All officers will be qualified on the weapon they use in the Village.

B. The Village will purchase a compliment of batons, consistent with the training that officers have in other departments. With respect to full time officers of the Village, these officers will be sent to the proper schooling to qualify them on the baton that they use in the Village.

C. All full time officers will be provided with training on radar and breathalyzer use as required by the Chief.

#### **ARTICLE 22: DAMAGE TO PERSONAL PROPERTY**

A. In the event that in the line of duty, an employee suffers the loss and/or damage of personal property (i.e.: eyeglasses, lenses, dentures or similar prosthetic devices, and/or other items of wear and apparel), the Village agrees to replace at no cost to the employee the value of said property, and the same shall be reimbursed by the Village with Chief's approval and only if the employee is not reimbursed by possible defendants in action or by a third party, the same to include insurance companies, etc. The burden of proof shall rest with the employee to prove such loss or damage.

B. The Village will provide indoor space for Officers to park their personal vehicles while on duty.

# Teamsters Local 687



Affiliated: International Brotherhood of Teamsters; NYS Joint Council 18; AFL/CIO

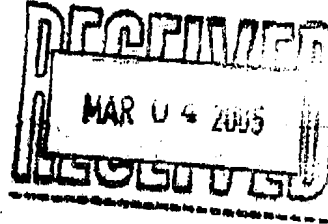
14 Elm Street Potsdam, New York 13676 Telephone: 315-265-6125 Fax: 315-265-1403

FREDRICK J. CARTER  
President and Business Agent  
Principal Executive Officer

MICHAEL E. MATTHEWS  
Secretary/Treasurer/Business Agent

March 3, 2005

Mr. Mark G. Gebo, Esq.  
Hrabchak, Gebo & Langone, P.C.  
216 Washington Street  
Suite 300  
Watertown, New York 13601



Dear Mark:

It has been brought to my attention that an inadvertent error was made in the calculation of the wage rate schedule in the current Alex Bay Police Department contract.

I have enclosed the revised rates for your review. Please contact me if you have any questions.

	6-1-2003	6-1-2004	6-1-2005	6-1-2006
<b>Full-time Officers:</b>				
3-4 Years service		\$18.01	\$18.55	\$19.10
5 Years or more	\$17.79	\$18.32	\$18.87	\$19.44
<b>Part-time Officers:</b>				
3-4 Years of service	17.95	\$18.01	\$18.55	\$19.10
5 Years or more	17.95	\$18.32	\$18.87	\$19.44

Sincerely,

Dennis Robinson  
Business Agent

Dennis P. Robinson  
V.P./S.A. DR/dm

Brian K. Matamond  
Rec. Sec./B.A.

Trustees:

John M. Letman  
Gerard F. Russo  
Kevin J. Munson

C. Officers may refuse to drive an unsafe vehicle and may refuse to work in an unsafe facility provided there is bonafide evidence of said unsafe conditions.

**ARTICLE 23: UNION PRIVILEGES**

The Village shall provide a lockable bulletin board in the officers' locker room, for the posting of Union notices and communications.

**ARTICLE 24: SALARIES**

Effective on the date of recognition and retroactive thereto, all full-time and part-time officers shall receive the following:

	6/1/ 2003	6/1/ 2004	6/1/ 2005	6/1/2006
First and Second Years of Service	\$16.95	\$17.46	\$17.98	\$18.52
Third and Fourth Years of Service	\$17.49	\$17.91	\$18.45	\$19.00
Commencing the Fifth Year of Service	\$17.59	\$18.11	\$18.65	\$19.21

A year of service for a part-time officer shall be considered to be 150 hours in any one year based on the officer's anniversary date.

Full-time officers shall be entitled to full medical benefits for themselves under the Village plan at no cost to the officer. If the officer wishes to upgrade to family coverage, the officer would pay the difference between individual and family coverage. A full-time officer that is covered under another medical plan upon submitting satisfactory proof to the Village of such coverage, will be entitled to a stipend equal to fifty (50%) percent of the cost of the premium for individual coverage, which stipend will be paid on a monthly basis, provided coverage under the other plan continues.

**ARTICLE 25: LONGEVITY**

Section 1: Effective on the date of recognition, and retroactive thereto full-time officers shall be entitled to receive annual longevity pay as follows:

One Hundred Twenty Five (\$125.00) Dollars upon obtaining five (5) years of service with an additional Fifty (\$50.00) Dollars for each year of service thereafter.

Section 2: Entitlement to said longevity shall be computed as of the anniversary date of appointment as a full-time officer and within the contract year. Such payment shall be made in a lump sum on or about the 15th of December of each year. If any employee voluntarily leaves the Village employment during the year, he will receive a pro-rata share of longevity for that year.

Section 3: In the event of retirement or death, longevity shall be paid in full (without pro-ration) to the retiring officer in the year of retirement, or to the decedent's estate in the year of death.

**ARTICLE 26: SHIFT DIFFERENTIAL**

The night differential is \$0.40 per hour.

**ARTICLE 27: TRAVEL AND MEAL ALLOWANCE**

The Village agrees to pay to each employee a minimum of \$0.26 per mile for use of his/her motor vehicle while attending training sessions and/or on Village business. The Village further agrees to pay to each employee a meal allowance of up to \$4.00, \$6.00 and \$12.00 for breakfast, lunch and dinner, respectively, while out of town overnight while attending training sessions and/or on Village business. The officer shall submit verification of expenses.

**ARTICLE 28: OUT OF GRADE/RANK/TITLE PAY**

Whenever two or more officers are on duty and the chief is not readily available, the officer with the most seniority in service to the Village will be considered the officer in charge.

**ARTICLE 29: GRIEVANCE PROCEDURE**

In the event of a dispute (grievance) between a unit employee and the Village, or in the event of a dispute (grievance) between the Union and the Village, the same shall be processed and resolved in accordance with the grievance procedure hereinafter provided.

Step 1. In the event of a dispute (grievance) between a unit employee and the Village, the grievance shall be reduced to writing and presented to the Union within five (5) calendar days of its occurrence or within five (5) calendar days of the grievant's first having knowledge of its occurrence, to the Union, which if the Union deems the grievance to be meritorious, shall thereafter present the same to the Chief of Police within five (5) calendar days of the receipt of same from the unit employee. In the event that the Union deems the grievance to be either frivolous or non-meritorious, the unit employee shall have the equal right to process the grievance in the place and stead of the Union in the same manner and within the same time limits that the Union would otherwise have if the Union were processing the grievance.

In the event that a dispute (grievance) between the Union and the Village (whether the grievance shall be reduced to writing and presented to the Chief of Police within five (5) days of when the Union first had knowledge of its occurrence.

Step 2. The Chief of Police shall within five (5) calendar days of his receipt of any such grievance, present his response in writing, to the Union (or when applicable, to the unit employee).

If the Chief's response is not satisfactory to the Union (or when applicable, not satisfactory to the unit employee), the Union (or when applicable, the unit employee) shall within five (5) days of receipt of the Chief's response present the grievance, the Chief's response and any reply thereto, to the Village Police Commission.

Step 3. The Village Board shall then within five (5) days of its receipt of same, present a response thereto in writing, to the Union (or where applicable, to the unit employee).

Step 4. Should the Village Board's response not satisfactorily resolve the grievance, the Union (or where appropriate, the unit employee) shall have five (5) calendar days within which to submit a demand for arbitration to the New York State Public Employment Relations Board pursuant to PERB's voluntary resolution of disputes procedure. The Arbitrator's decision shall be final and binding upon the Village, the Union (and all unit employees if the Union sought the arbitration), or upon the Village and the unit employee involved (if the unit employee sought the arbitration).

The Arbitrator will have no power to amend, modify or delete any provision of this Agreement.

Expenses for the Arbitrator's services shall be borne by the losing party; i.e. if the Village loses, expenses shall be borne by the Village; if the unit employee loses (in these situations where the proceeded is the place and stead of the Association), expenses shall be borne by the unit employee. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may request that a transcript be made at its

own expense, and if made, shall supply the Staff Arbitrator with a copy without charge.

Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Union and the Village, by mutual agreement, in writing.

**ARTICLE 30: SEPARABILITY**

This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law or this Agreement. Should any article, section, or portion of this Agreement be held unlawful, unenforceable or unconstitutional, by any Court of this State or any other State or Federal jurisdiction or by any rulings of the State Department, such decision shall only apply to the specific article, section or portion thereof and that portion of the contract shall be deemed null and void, but the remaining provisions of said contract shall remain in full force and effect.

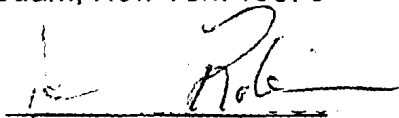
**DURATION**

This contract shall commence on and be retroactive to **June 1, 2003** and shall remain in full force and effect through ~~May 31, 2007~~ and shall if not renegotiated/renewed before said date, expire at 12:00 P.M. Midnight, on said date unless otherwise specifically state above, all terms and conditions of employment set forth herein shall be effective on and retroactive to the date of recognition.

IN THEREOF, we have hereunto affixed our signatures this \_\_\_\_ day of 20\_\_.

TEAMSTERS LOCAL 687  
14 Elm Street  
Potsdam, New York 13676

BY



VILLAGE OF ALEXANDRIA BAY

Alexandria Bay, New York 13607

BY:

