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

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Union: **Penn Yan Police Benevolent Association (PBA)**

Local:

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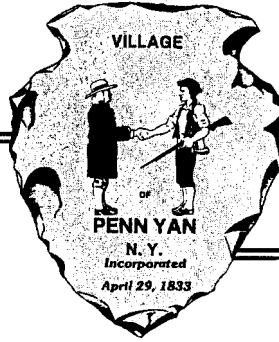
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5-6/14/04

POL  
7720

*Village of Penn Yan*



*on Keuka Lake*

Mayor Douglas G. Marchionda, Jr.  
 Trustee William J. Allison  
 Trustee Michael Christensen  
 Trustee Norman E. Koek  
 Trustee Leland J. Sackett  
 Trustee Randy L. Schwingle  
 Trustee Gary M. Smith

P.O. Box 426      3 Maiden Lane  
 PENN YAN, NEW YORK 14527  
 Phone: 315-536-3015  
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# AGREEMENT

between the

## VILLAGE OF PENN YAN

and the

## PENN YAN POLICE BENEVOLENT ASSOCIATION, INC.

### JUNE 1, 2002 – MAY 31, 2006

**RECEIVED**

APR 26 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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PREAMBLE:

This Agreement entered into on the 29<sup>th</sup> of July 2002 retroactive to June 1, 2002, by and between the VILLAGE OF PENN YAN, a New York Municipal Corporation and public employer (hereinafter referred to as "the VILLAGE"), and the PENN YAN POLICE BENEVOLENT ASSOCIATION, INC., an employee organization (hereinafter referred to as "the PBA" representing the VILLAGE's Police Department Employees, as hereinafter defined,

WITNESSETH:

WHEREAS, the PBA has heretofore requested that the VILLAGE recognize the PBA as the sole and exclusive bargaining agent for the employees of the VILLAGE Police Department (exclusive of elected officials and the department head) pursuant to the provisions of the Public Employees' Fair Employment Act of 1967, as amended, and

WHEREAS, by resolution of the VILLAGE adopted on January 20, 1969, the VILLAGE extended such recognition to the PBA, and

WHEREAS, it is hereby agreed by the VILLAGE that the PBA is recognized indefinitely as the sole and exclusive bargaining agent for the aforementioned VILLAGE employees, and

WHEREAS, the VILLAGE and the PBA have engaged in collective bargaining as provided by the Public Employees' Fair Employment Act of 1967, as amended, and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter set forth, the VILLAGE and the PBA hereby agree as follows:

ARTICLE I  
PURPOSE:

Section 1.1: The purpose of this Agreement is to promote a harmonious and co-operative relationship between the VILLAGE and its employees to the end that the residents of the VILLAGE be protected by assuring at all times the orderly and uninterrupted operations, services and functions provided by the Village Police Department and the employees.

Section 1.2: A Labor/Management Committee consisting of two members from the Village Board, appointed by the Mayor, and two members from the PBA, appointed by the PBA, shall meet at least quarterly, and at other times as needed.

ARTICLE II  
RECOGNITION OF RIGHTS OF REPRESENTATION:

Section 2.1: The VILLAGE recognizes the PBA as the sole representative and negotiating agent for the Village's Police Department employees, as defined in Article VI for the purpose of negotiating and collective bargaining with respect to rates of pay, working conditions and other terms and conditions of employment.

Section 2.2: The PBA represents and warrants that it has been designated by the aforementioned employees as their sole representative and negotiating agent, pursuant to Article 14 of the Civil Service Law, and that it is authorized to enter into this Agreement on their behalf.

Section 2.3: The VILLAGE agrees to recognize, for purposes of the administration of this Agreement and the grievance procedure annexed hereto, a representative of the employees working for the Village Police Department to be appointed by the PBA or its members in any manner they see fit. This representative shall be given sufficient time during working hours, should unusual circumstances require such time, to fulfill his/her duties of representation without interference from the VILLAGE.

Section 2.4: When such representative leaves his/her assigned tasks to carry on business, he/she shall notify the Chief of time of departure and time of return to assigned job.

#### ARTICLE III

##### RECOGNITION OF RIGHTS OF VILLAGE:

Section 3.1: The operations of the Village Police Department and the direction of the Village's employees are subject to the terms of this Agreement, solely vested in the VILLAGE and its officers. The terms "operations" and "direction" include (but are not limited to) the establishment of policy, work scheduling, the right to hire, promote, transfer, suspend or discharge employees for cause.

Section 3.2: The VILLAGE shall have the right to establish job descriptions for various categories of employees, and to establish differing rates of pay for different jobs and to define the various jobs held by such employees. The establishment of various jobs shall not, however, result in the reduction of the wage rate for the employees for whom such jobs are established.

Section 3.3: Any mention in this Agreement of the discretion of the Chief of Police is subject to the approval of the Mayor and/or the Village Board of Trustees.

#### ARTICLE IV

##### JOB VACANCIES:

Section 4.1: In order that necessary VILLAGE services are not interrupted during the period of any job vacancy, the VILLAGE shall have the right to make temporary or provisional appointments filling such vacancies until a permanent employee is appointed. An Employee holding a temporary or provisional appointment shall receive the same compensation as one holding a permanent appointment.

Section 4.2: The VILLAGE and the PBA agree that they will use their best efforts to act in a harmonious manner so that any change in job description or job classification may be negotiated prior to implementation.

#### ARTICLE V

##### PROBATION PERIOD:

Section 5.1: The probationary period for all competitive class employees shall be in accordance with the Civil Service Law. Upon completion of the probationary period, seniority will be retroactive to the most recent date of hiring.

#### ARTICLE VI

##### DEFINITIONS:

Section 6.1: Whenever used in this Agreement, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

1. EMPLOYEE: Shall mean (whether singular or plural) a full-time employee of the Village Police Department who is enrolled in the New York State and Local Police and Fire Retirement System. The term shall NOT include elected officials, the Chief of Police, the Police Department Clerk, or the Parking Enforcement Officer.
2. CHIEF: Shall mean the Chief of Police, or in the temporary absence of the Chief of Police the Officer designated by him in writing, or in the case of a temporary vacancy in the position the person designated by the Mayor to act as such.

ARTICLE VII  
APPLICABLE LAW:

Section 7.1: This Agreement shall be governed by the United States Constitution, Federal laws, rules and regulations, the Constitution of the State of New York, and applicable State laws, rules and regulations. In the event that any provision of this Agreement is inconsistent with the foregoing, such provision, to the extent it is so inconsistent, shall be without effect.

Section 7.2: If any determination is made under Section 7.1 as to the enforceability of any section of this Agreement, the parties shall reconvene within thirty (30) days thereafter to renegotiate on acceptable replacement.

Section 7.3: This agreement shall also be governed by the Code of the Village of Penn Yan and regulations issued hereunder, to the extent not inconsistent with the Civil Service law or this agreement.

Section 7.4: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE VIII  
MEMBERSHIP DUES AND DEDUCTIONS:

Section 8.1: The VILLAGE agrees that it will deduct regular membership dues for PBA membership from the wages of each employee who shall have filed with the Village Clerk a dues deduction authorization card permitting such deductions. The VILLAGE agrees to remit quarterly such deductions to the PBA c/o its Secretary-Treasurer. Such deductions shall continue with respect to each employee until the employee withdraws the deduction authorization card.

Section 8.2: The VILLAGE agrees to make payroll deductions for PBA members for insurance premiums for PBA-sponsored insurance plans upon notification to the VILLAGE by the PBA of the adoption of a PBA-sponsored insurance plan, and the cost thereof to each PBA member, and to remit such deductions as instructed by the PBA.

Section 8.3: The PBA shall indemnify the VILLAGE and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by either of them for the purpose of complying with the provisions of this Article VIII.

ARTICLE IX  
WAGES:

Section 9.1: During the period covered by this Agreement, effective of June 1, 2002, the employees shall be paid wages in accordance with the job titles, and wage schedules set forth in Appendix A hereto. All scheduled wages shall be increased on June 1, 2002, by four percent (4%) as set forth in Appendix A. On June 1, 2003 and on June 1, 2004 all scheduled wages shall be increased by four percent (4%). On June 1, 2005 all scheduled wages shall be increased by three and one-half percent (3½%), as set forth in Appendix A.

Section 9.2: The regular hourly base wage then in effect shall apply in determining the amount of all classes of leave pay. The hourly base wage shall be the wage set forth in Appendix A divided by 2,080.

Section 9.3: Notwithstanding any other provision of this agreement, including section 9.5, no employee shall be paid wages above the applicable "START" rate set forth in Appendix A unless he/she shall have successfully completed the Basic Police Officer Course and been certified as a Police Officer by the New York State Bureau of Municipal Police. Notwithstanding the foregoing, an uncertified employee shall advance to "STEP 1" upon completion of one year's actual service to the VILLAGE.

Section 9.4: An employee who has been certified as a Police Officer by the New York State Bureau of Municipal Police shall not be paid less than the applicable "STEP 1" rate set forth in Appendix A.

Section 9.5: An employee having experience as a full-time Police Officer or Deputy Sheriff in the employ of another employer shall, for the purpose of calculating wages (i.e. "STEP" placement) only, receive credit for such prior full-time experience equal to three-quarters (3/4) of the time spent in such title(s). An employee having experience as a full-time Corrections Officer in the employ of another employer shall also receive such credit, but equal to one-quarter (1/4) of the time spent in such title. Notwithstanding the foregoing, no employee employed by the VILLAGE on May 31, 1992 shall receive less than one-half (1/2) of the time spent in such title. These criteria shall apply when determining vacation under Article 14.

Section 9.6: An employee holding an Associate Degree in Police Science or Criminal Justice shall receive a \$200 stipend for each year of this contract, no later than December 1<sup>st</sup>. An employee holding a Bachelor's Degree in either such field shall receive a \$400 stipend each year of this contract, no later than December 1<sup>st</sup>. Such stipends shall be included in the base salary when calculating *overtime* and *call-out* pay.

#### ARTICLE X

#### OVERTIME, CALL-OUT TIME AND HOLIDAY PAY:

Section 10.1: All paid time shall count in the computation of overtime.

Section 10.2: Any employee who is required to work overtime or is called-out (except for time worked on established holidays granted in Article XI) shall be paid for the time worked at the rate of one and one half (1 1/2) times the employee's hourly base wage as stated in Section 9.6.

Section 10.3: Any employee whose shift begins on any established holiday granted in Article XI shall have the option of being paid for the time worked at the rate of one and one-half (1 1/2) times the employee's regular hourly base wage (in addition to the standard daily pay) or being paid the employee's regular hourly base wage and receiving another day off; the number of hours in that day off to be determined by the number of hours worked by that employee on a normal workday, on a day approved by the Chief of Police, plus compensatory time equal to one-half (1/2) of the employee's hours on a normal workday based on the hours worked, for each holiday worked. Any employee who is NOT scheduled to work on an established holiday as described in Section 11.1 of this Contract, shall receive an alternate day off (not to exceed eight hours), on a day approved by the Chief of Police. When an employee is called upon or it becomes necessary to work overtime on any established holiday then such overtime will be compensated at 1 1/2 times the employee's regular wages plus 1 1/2 times the hours worked in compensatory time. Any holiday pay that is entitled to be accrued pursuant to the Contract and owed when leaving employment shall be added together with vacation and sick time to determine if there will be a lump sum payment or a three year payout as stated in Article XV, Section 15.1B.

Section 10.4: Any employee who is called upon to perform police duties (including, but not limited to, court time, parades and prisoner transportation) during his/her off duty time shall be paid a minimum of four (4) hours call-out time at the rate of one and one half (1 1/2) times the employee's regular hourly base wage including the benefit from Section 9.6. Any additional calls received during this four (4) hour period shall be counted as one call-out. Call-out does not include a situation where an employee starts the normal workday early (by pre-arrangement, or is voluntarily present early) or where the workday is extended.

Section 10.5: Employees may elect to take compensatory time off in lieu of overtime pay under the following circumstances and with the following restrictions and limitations:

- (a) Employees shall notify the Chief of their election to receive compensatory time credit or overtime pay for overtime worked; the Chief shall notify the Village Clerk's Office.
- (b) Compensatory time so elected shall be credited to an employee's account at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.
- (c) No employee may accumulate more than two hundred (200) hours of compensatory time to his/her account.



- (d) The decision to receive compensatory time credit rather than overtime pay is irrevocable unless the employee ceases to be an employee of the VILLAGE, in which case, cash payment shall be paid for time so credited up to 200 hours maximum at the hourly base wage in effect on the date the employee leaves VILLAGE employment.
- (e) Compensatory time may, at the employee's request and with the prior written approval of the Chief, be taken only if the employee is scheduled to work during the hours elected to be taken off and his/her absence is deemed by the Chief not to impair public safety. If it is necessary to cover compensatory time taken off with another employee, an effort will be made to cover this with a part-time employee but a full time employee can be utilized.

ARTICLE XI  
HOLIDAYS:

Section 11.1: Each employee shall be granted eleven and one-half (11 ½) paid holidays as follows:

- |  |   |
|--|---|
| (1) New Years Day                              | (7) Columbus Day                            |
| (2) Martin Luther King Day                     | (8) Veteran's Day                           |
| (3) Presidents' Day                            | (9) Thanksgiving Day                        |
| (4) Memorial Day                               | (10) Friday after Thanksgiving Day          |
| (5) 4 <sup>th</sup> of July (Independence Day) | (11) Christmas Day                          |
| (6) Labor Day                                  | (11 ½) Half day <i>before</i> Christmas Day |

An employee who is not scheduled to work on a holiday listed above shall receive an alternate day off approved by the Chief.

ARTICLE XII  
HEALTH INSURANCE, RETIREMENT AND DISABILITY INSURANCE:

Section 12.1: Blue Cross Blue Shield Preferred Blue Million will no longer be offered.

Section 12.1A: The VILLAGE shall provide current employees health care coverage from the Blue Choice Extended HMO plan that includes optical coverage, the \$5/10 co-pay prescription rider and the SSIV dental rider, single or family coverage, whichever is requested by each employee. Any permanent employee hired after June 1, 1992 shall pay twenty percent (20%) of his/her health care premium provided by the VILLAGE. All employee contributions will be reimbursed to the VILLAGE by payroll deduction. Any employee not wishing to participate in the VILLAGE sponsored health insurance plan shall be entitled to an annual "in lieu of" stipend in the amount of \$2,000 for single coverage, and \$3,000 for family coverage, payable quarterly. This request must be in writing to the Village Clerk's Office. Employees may choose either offered health plan only once a year on a date set by Blue Cross of Rochester.

Section 12.1B: The VILLAGE shall provide through Blue Cross Blue Shield of the Rochester Area a "Flexible Spending Account" (FSA) for each police officer annually in the amount of \$400. The VILLAGE shall deposit the \$400.00 at the beginning of each calendar year, beginning January 1, 2003. Officers may elect to make additional contributions to their FSA through payroll deduction, and this request must also be in writing.

Section 12.1C: The New York State Deferred Compensation Plan, made available to all employees on January 1, 1999, shall continue. Employees may make their contributions through payroll deductions, notifying the Village Clerk's Office in writing.

Section 12.2: The VILLAGE shall pay for all enrolled employees one hundred percent (100%) of the Retirement Plan described in Section 384-d of the Retirement and Social Security Law (the Special 20-year Plan of the New York State and Local Police and Fire Retirement System). The VILLAGE will also provide a guaranteed ordinary death benefit in accordance with Section 360-b of the Retirement and Social Security Law. The VILLAGE will continue the additional benefit of having retirement based on the final twelve months salary as provided in Section 302-9-b of the Retirement and Social Security Law.

Section 12.3: The VILLAGE shall also pay, for all employees, one hundred percent (100%) of a disability insurance plan that provides benefits equal to those provided for industrial employees within the State of New York. Employees eligible to collect either Workers' Compensation or disability insurance payments may elect to draw on their accumulated sick leave in place of receiving these benefits, provided that the employee assigns his/her payments to the VILLAGE, who will thereupon restore the employee's sick leave credits.

#### ARTICLE XIII HOURS OF WORK:

Section 13.1: The normal work schedule for the Penn Yan Police Department shall be 3 days on, 3 days off, a 12-hour workday. Any changes to the schedule shall be the result of negotiations between the VILLAGE and the employees with input from the Chief. Any proposed schedule shall provide the VILLAGE adequate coverage of all shifts by existing staff. Any work schedule shall total 2080 hours per year. Under any of the normal hour shifts no more than that number of hours shall be scheduled to be worked in a consecutive 24-hour period. The Chief of Police will determine the normal work schedule for the Investigator and the floating position.

Section 13.2: Any time worked by an employee in excess of his/her regular scheduled shift shall be considered overtime in computing the employee's wages for that pay period.

Section 13.3: All employees are expected to be available insofar as is reasonable to respond to emergency calls.

Section 13.4: At the beginning of each six (6) week period, to commence on June 1<sup>st</sup> of each year, every employee working the 3 days on, 3 days off, 12-hour schedule shall accrue a 12-hour pass day. These are to be used under the following stipulations:

- (a) At the officer's discretion, with the Chiefs approval
- (b) Only during the day shift, Monday through Friday when partner is working
- (c) Cannot be used before they are earned
- (d) No carryover from year to year

When leaving the employment of the Village with pass days to his/her credit shall receive payment for such at the employee's regular base wage in effect on his/her last day worked.

#### ARTICLE XIV VACATION LEAVE:

Section 14.1: After completion of one (1) year of continuous employment with the VILLAGE, an employee shall be entitled to paid vacation leave of 80 hours at the employee's current regular hourly base wage.

Section 14.2: After completion of five (5) years of continuous employment with the VILLAGE, an employee shall be entitled to 120 hours of paid vacation leave at the employee's current regular hourly base wage.

Section 14.3: After completion of ten (10) years = 160 hours of paid vacation (wording same as above)

Section 14.4: After completion of sixteen (16) years = 200 hours of paid vacation (wording same as above)

Section 14.5: Absent extraordinary circumstances, vacation shall be taken in full one (1) day segments, and only when the employee is scheduled for the 6 AM to 6PM shift, if he/she is assigned to that specific rotation. Extraordinary circumstances shall include going out of State, family tragedy, marriage, birth of your child, spouse's vacation, etc. deemed extraordinary by the Chief. The Chief must approve all vacations. Seniority (as defined in Section 24.1A. shall be the deciding factor when scheduling conflicts arise. All vacation shall be taken during the 12-month period following the date on which the employee becomes entitled. No part shall be carried over without the Chief's approval.

Section 14.6: Employees have the option to receive payment for a portion of their vacation leave "in lieu of taking" remaining vacation leave for any year; payment may be for any number of days not exceeding half the number to which the employee is entitled based upon his/her most recent employment anniversary. Payment will be at the employee's current regular hourly base wage. Notwithstanding the foregoing, no employee entitled thereto shall take fewer than two weeks vacation in any 15-month period or fewer than three weeks vacation in a 24-month period. This section shall not be applicable if payment "in lieu of taking" would cause either situation to arise

Section 14.7: An employee leaving the VILLAGE's employ with vacation leave to his/her credit shall receive payment at his/her current regular base wage. When leaving employment, the total of all vacation, holiday and sick time entitled to accrue pursuant to the Contract, shall be used to determine if this will be a lump sum payment, or a three-year payout as outlined in Article XV, Section 15.1B.

Section 14.8 Determination of vacation leave under Article XIV shall refer to criteria established under Article IX, Section 9.5.

#### ARTICLE XV SICK LEAVE:

Section 15.1: A. Each employee shall accumulate sick leave at the rate of eight (8) hours per month, which may be accumulated to a maximum of nineteen hundred twenty (1920) hours. Under the terms of this Contract, the Chief shall grant sick leave with pay to each employee.

B. Upon completing a minimum of 10 years, and leaving employment of the VILLAGE, each employee's unused sick leave will be converted to a "fund". The dollar value of said "fund" shall be determined by multiplying the number of unused sick leave days by the employee's daily base wage in effect at the time of his/her exit. This "fund" may be used, to the extent of the dollar amount, to purchase health insurance for the retired employee under the VILLAGE's health insurance policy. In the alternative, the retiring employee may opt to receive a cash payment equal to 100% of the "fund" for his/her unused sick leave. If the amount of the "fund" is \$5,000 or less, the employee shall receive the cash payment upon retirement. However, if the value of the "fund" is more than \$5,000, a payment of 50% will be made upon retirement and 25% in each of the next 2 fiscal years payable the first payday in June. The option just mentioned can only be exercised in writing, and the employee can exercise it at any time after retirement as long as there is a balance in his/her "fund". Upon exiting employment, the total of all the vacation, holiday and sick leave time to be accrued pursuant to the Contract shall be used to determine if this will be a lump sum payment or a three-year payout.

C. Each employee must notify the Chief as soon as possible of the need to be absent due to illness, and in no event less than two (2) hours before the normal starting time. In the event that the Chief cannot be reached, the employee shall leave a message for the Chief at the Police Station.

D. Sick leave is not meant to be utilized to extend a holiday or vacation, or as personal leave. The Chief may reasonably require a doctor's certificate if such leave is taken immediately before or after a holiday or vacation.

E. The Chief may reasonably require a doctor's certificate attesting to an employee's unfitness for duty after he/she has missed more than three (3) consecutive days of work.

#### ARTICLE XVI BEREAVEMENT LEAVE:

Section 16.1: Each employee shall be granted three (3) normal workdays for bereavement leave upon the death of any persons within the employee's immediate family, which includes the employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters, mother- and father-in-law, brother- and sister-in-law, and any relative residing within the employee's household.

ARTICLE XVII  
PERSONAL LEAVE:

Section 17.1: A. Each employee shall be entitled to thirty-six (36) hours of personal leave per fiscal year. Under normal circumstances, an employee must notify the Chief at least twenty-four (24) hours before he/she wishes to take a personal leave day. In the event that the Chief cannot be reached, a message for the Chief shall be left with the on-duty shift supervisor who shall arrange the necessary shift coverage. Personal leave may be used in conjunction with compensatory time to provide for a complete day off.

B. Personal leave days may be granted for the day immediately before or after a holiday and/or vacation day only upon prior approval from the Chief.

C. Any personal days not used at the end of the fiscal year (May 31<sup>st</sup>) shall be added to each employee's accumulated sick leave.

ARTICLE XVIII  
COURT ATTENDANCE:

Section 18.1: An employee shall be entitled to be paid for the time he/she is in court pursuant to a subpoena or other court order, provided that the employee turns over the fees earned to the VILLAGE.

ARTICLE XIX  
ATTENDANCE AT SCHOOL:

Section 19.1: Employees' attendance at required and optional professional schooling and training shall be considered upon notification to the Chief for presentation to the Public Safety Committee of the Village Board of Trustees. Notwithstanding anything contained in Article X, the employee will only be paid for a normal work day at his/her regular hourly base wage, unless the employee's attendance (including travel time) causes the time he/she actually worked (Section 10.1 shall not apply) during a week ended Sunday to exceed forty (40) hours, in which case, overtime shall be paid for the hours beyond the 40<sup>th</sup> hour pursuant to Section 10.2. All associated expenses for travel, including food and registration, shall be reimbursed to the employee by submitting a receipt or proof of payment to the Village Office.

ARTICLE XX  
NO STRIKE CLAUSE:

Section 20.1: The PBA agrees that it will not strike, encourage a strike or participate in any other such action. A strike by an employee shall constitute interruption of the employee's continuous employment.

ARTICLE XXI  
EMPLOYEE EFFICIENCY AND COOPERATION:

Section 21.1: The PBA recognizes that the VILLAGE has the right to require from each employee efficient and diligent service in the performance of his/her duties. The PBA undertakes that its officers, agents, and members will not oppose or interfere, directly or indirectly, with the efforts of the VILLAGE to train employees and to improve their skills and abilities. All employees shall at all times individually and collectively perform faithful and efficient work to the best of their abilities, and cooperate with the VILLAGE, the Chief, and other employees of their own and other VILLAGE departments in promoting and advancing the welfare of the VILLAGE.

ARTICLE XXII:  
SAFETY CLAUSE:

Section 22.1: Safety programs will be conducted, as appropriate, in order to educate and train all employees in proper and safe procedures. Such safety equipment shall be provided that will provide additional safety for the employees. Employees shall use safety equipment at all times.

ARTICLE XXIII  
GRIEVANCE PROCEDURE:

Section 23.1: The grievance procedure contained in Appendix B hereto shall be the procedure used for settling differences between the employees and the VILLAGE. It is agreed that employees may present their grievances in accordance with the grievance procedure free from coercion, interference, restraint, discrimination or reprisal.

Section 23.2: A representative of the PBA may represent an employee at any stage of the grievance procedure.

Section 23.3: Appendix B shall constitute a part of this Agreement to the same extent as if fully set forth herein.

ARTICLE XXIV  
SENIORITY:

Section 24.1: A. Seniority is defined as the length of uninterrupted continuous service in the employ of the VILLAGE, rank and length of time in rank which would be considered under Civil Service Law and Rules in the case of an employee's promotion, transfer, reduction in force, lay-off, and recall, and in the granting of vacation leave and personal leave.

B. Continuous service includes those periods when an employee is on the VILLAGE's active payroll, as well as those periods when an employee is:

(1) Absent from and unable to perform the duties of his position by reason of disability resulting from illness or occupational injury or disease, but shall not include absences beyond the period of available sick leave if the cause of disability is not work-related

(2) On military leave to the extent required by Section 242 of the Military Law

(3) Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service

C. An employee on an authorized leave of absence shall maintain his/her seniority (but will not accumulate additional seniority) for the full period of the leave. An employee who is laid-off shall maintain his/her seniority for a period of up to one (1) year, but will not accumulate additional seniority.

D. An employee loses his/her seniority when the employee resigns, is discharged, retires, or refuses recall.

E. Relative seniority for persons appointed on the same date shall be determined by the order of their appointment.

ARTICLE XXV  
AGREEMENT:

Section 25.1: This Agreement shall go into effect as of June 1, 2002, and shall remain in effect through May 31, 2006.

Section 25.2: Collective bargaining negotiations for amendment of this Agreement shall commence during February 2006.

Section 25.3: Through such negotiations, the VILLAGE and the PBA shall attempt to agree in writing before April 1, 2006 on a new contract to become effective June 1, 2006.

ARTICLE XXVI  
COMPLETE AGREEMENT:

Section 26.1: This Agreement constitutes the entire agreement between the parties, and no verbal statement or prior practice shall supersede any of its provisions.

ARTICLE XXVII  
MISCELLANEOUS:

Section 27.1: The VILLAGE will continue its present policy regarding a uniform allowance for the employees. As of June 1, 2002 each officer shall be allocated an annual sum not to exceed \$450 for clothing, shoes and accessories. These sums shall not be accumulated. The funds shall be disbursed by the VILLAGE through the regular audit following presentation of a voucher approved by the Chief. Employees shall purchase uniform articles conforming to department specifications established by the Chief. The VILLAGE shall bear the reasonable cost of cleaning, alterations and/or the repairs to trousers, coats, ties and hats. In addition, damage to holsters, gun belts, handcuff cases, radio cases and shoes incurred in the line of duty shall be repaired at the VILLAGE's expense. The employee shall be able to voucher the cost of cleaning uniform shirts against the annual sum once a year.

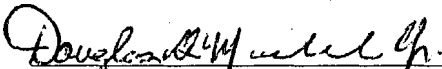
Section 27.2: The Chief may require attendance of up to four (4) staff meetings per year, no longer than ninety (90) minutes in length. Section 10.4 shall not apply.

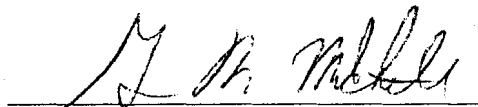
Section 27.3: The VILLAGE, with input from the PBA, shall develop and implement a performance evaluation system for employees. The evaluation system shall be designed to offer constructive criticism to employees so that their future with the VILLAGE may be more productive and beneficial to all concerned. During the first two (2) years of employment with the VILLAGE, evaluations shall be done at six (6) month intervals. After completion of two (2) years employment, evaluations shall be done annually.

IN WITNESS WHEREOF, the VILLAGE and the PBA have caused this Agreement to be executed by their duly authorized officials, and their respective seals affixed hereto, on this 29<sup>th</sup> day of July 2002.

FOR THE VILLAGE:

FOR THE PBA:

  
\_\_\_\_\_  
DOUGLAS G. MARCHIONDA JR.  
MAYOR

  
\_\_\_\_\_  
GENE M. MITCHELL  
PRESIDENT

(VILLAGE SEAL)

APPENDIX A  
WAGE SCHEDULES

WAGES Although salaried, all employees shall be paid at an hourly rate based on 2080 hours per year. The regular hourly wage rate for all employees shall be according to their Job Title and Group, as shown below, and as determined by the salaried Wage Schedules that follows:

JOB TITLE GROUPS

Group I	Police Officer
Group II	Police Sergeant
Group III	Police Investigator

WAGE STEPS

For all employees; "Steps" on the Wage Schedules shall be determined and applied as follows:

Start	First 12 months of continuous employment
Step 1	After one (1) year of continuous employment
Step 2	After two (2) years of continuous employment
Step 3	After three (3) years of continuous employment
Step 4	After four (4) years of continuous employment
Step 6	After six (6) years of continuous employment
Step 8	After eight (8) years of continuous employment
Step 10	After ten (10) years of continuous employment
Step 12	After twelve (12) years of continuous employment
Step 14	After fourteen (14) years of continuous employment
Step 16	After sixteen (16) years of continuous employment
Step 18	After eighteen (18) years of continuous employment
Step 19	After nineteen (19) years of continuous employment
Step 20	After twenty (20) years of continuous employment

# APPENDIX A

## 4% WAGE SCHEDULE EFFECTIVE JUNE 1, 2002

	GROUP I (Police Officer)	GROUP II & III (Sergeant)
START	28,686.00	30,119.00
STEP 1	32,062.00 Jagoda	33,664.00
STEP 2	35,436.00	37,208.00
STEP 3	37,966.00 Manahan	39,865.00
STEP 4	39,654.00 Hulse Step 6 6/20/03 Mace Step 6 1/9/03	41,636.00
STEP 6	40,074.00 Dawes Step 8 9/21/02	42,080.00
STEP 8	40,498.00 Andrews Step 10 1/11/03	42,569.00
STEP 10	40,920.00	42,968.00 Donovan
STEP 12	41,341.00 Mullins Step 14 3/1/03	43,408.00
STEP 14	41,763.00	43,851.00 Morehouse Step 16 12/20/03
STEP 16	42,186.00	44,294.00 Woodard
STEP 18	42,608.00	44,737.00 Amo Step 19 12/01/02
STEP 19	43,052.00	45,182.00
STEP 20	43,495.00	45,626.00 Mitchell



## 4% WAGE SCHEDULE

EFFECTIVE JUNE 1, 2003

	GROUP I ( Police Officer)	GROUP II & III (Sergeant)
START	29,833.00	31,324.00
STEP 1	33,344.00	35,011.00
STEP 2	36,853.00	38,696.00
STEP 3	39,485.00	41,460.00
STEP 4	41,240.00	43,301.00
STEP 6	41,677.00	43,763.00
STEP 8	42,118.00	44,272.00
STEP 10	42,557.00	44,687.00
STEP 12	42,995.00	45,144.00
STEP 14	43,434.00	45,605.00
STEP 16	43,873.00	46,066.00
STEP 18	44,312.00	46,526.00
STEP 19	44,774.00	46,989.00
STEP 20	45,235.00	47,451.00

## 4% WAGE SCHEDULE

EFFECTIVE JUNE 1, 2004

	GROUP I (Police Officer)	GROUP II & III (Sergeant)
START	31,026.00	32,577.00
STEP 1	34,678.00	36,411.00
STEP 2	38,327.00	40,244.00
STEP 3	41,064.00	43,118.00
STEP 4	42,890.00	45,033.00
STEP 6	43,344.00	45,514.00
STEP 8	43,803.00	46,043.00
STEP 10	44,260.00	46,474.00
STEP 12	44,715.00	46,950.00
STEP 14	45,171.00	47,429.00
STEP 16	45,628.00	47,909.00
STEP 18	46,084.00	48,387.00
STEP 19	46,565.00	48,869.00
STEP 20	47,044.00	49,349.00

### 3.5 % WAGE SCHEDULE

EFFECTIVE JUNE 1, 2005

	GROUP I ( Police Officer)	GROUP II & III (Sergeant)
START	32,112.00	33,717.00
STEP 1	35,892.00	37,685.00
STEP 2	39,668.00	41,652.00
STEP 3	42,501.00	44,627.00
STEP 4	44,391.00	46,609.00
STEP 6	44,861.00	47,107.00
STEP 8	45,336.00	47,655.00
STEP10	45,809.00	48,101.00
STEP 12	46,280.00	48,593.00
STEP 14	46,752.00	49,089.00
STEP 16	47,225.00	49,586.00
STEP 18	47,697.00	50,081.00
STEP 19	48,195.00	50,579.00
STEP 20	48,691.00	51,076.00

## APPENDIX B

### GRIEVANCE PROCEDURE

#### PURPOSE:

In order to establish a more harmonious and cooperative relationship between the employer and the employees, it is the purpose of this procedure to provide for the settlement of certain differences between the employees and the employer, as hereinafter described by which employees may present grievances free from coercion, interference, restraint, discrimination or reprisal.

#### DEFINITIONS:

Employee – as defined in Section 6.1 of the Agreement between the Village of Penn Yan and the PBA.

Employer – shall mean the VILLAGE OF PENN YAN.

PBA – as defined in the Preamble to the Agreement between the Village of Penn Yan and the PBA.

Department Head – the Chief of Police, as defined in Section 6.2 of the Agreement between the Village of Penn Yan and the PBA.

Grievance Hearing Committee – shall mean a committee consisting of the Mayor and two (2) additional members of the Village Board of Trustees, as shall be appointed from time to time for the purpose of hearing grievances in accordance with this procedure.

Representative – shall mean any person selected by an employee to appear with him/her, on his/her behalf, with respect to any grievance, and shall include (but not be limited to) an attorney-at-law or a representative of the PBA.

Grievance – shall mean any claimed violation, misinterpretation or inequitable application or implementation of any applicable law, rule, regulation, or policy of the employer governing the terms and conditions of employment or the application and implementation of any wage agreement in effect between the Village of Penn Yan and the PBA.

Applicability – every employee shall have the right to present his/her grievance to the employer in accordance with provisions of this procedure, free from coercion, interference, restraint, discrimination or reprisal, and every employee shall have the right to be representative at all stages of the procedure.

#### PROCEDURE:

Step 1 – the employee and/or his/her representative, if any, shall present the grievance to the Department Head on an oral and informal basis. Such presentation shall be made no later than the fifth (5<sup>th</sup>) working day following the day of the occurrence of such grievance. The Department Head shall give a verbal answer no later than the third (3<sup>rd</sup>) working day following the date of original presentation. If the grievance is satisfactorily resolved at Step 1, the Department Head shall, by written memorandum, promptly notify the Mayor, and the employee will take no further action. If the employee is dissatisfied with the response of the Department Head, then the employee may proceed to Step 2.

Step 2 – shall consist of a written request to the Grievance Hearing Committee by the employee and his/her representative, if any, for its review and determination. Such request shall state the nature of the grievance and the remedial action desired, and shall be presented to the Mayor, by mail or by delivery to the Village Clerk, within five (5) working days of the conclusion of Step 1. Thereupon, the Mayor shall, within five (5) working days of the receipt by the Village Clerk of the employee's request, conduct a hearing at which all parties concerned shall be notified to appear and be allowed to testify. The Grievance Hearing Committee shall render a decision, in writing, within three (3) working days of the conclusion of the hearing. A copy of its decision shall be mailed to the employee, and his/her representative, if any. Such mailing shall constitute the end of Step 2. If the employee is dissatisfied with the decision of the Grievance Hearing Committee, then the employee may proceed to Step 3.

Step 3 – shall consist of a written request to the Village Board of Trustees by the employee or his/her representative, if any, for a review of the decision of the Grievance Hearing Committee. Such request shall state the nature of the grievance and the remedial action desired, and shall be mailed or delivered to the Village Clerk within five (5) working days of the conclusion of Step 2. The Village Clerk shall promptly forward one (1) copy of the request to the Mayor. The Mayor shall, within ten (10) working days of the receipt by the Village Clerk of the employee's written request, conduct a hearing by the Village Board of Trustees (with at least a quorum present) at which all parties concerned shall be notified to appear and be allowed to testify. The hearing may be adjourned from time to time. Within five (5) working days of the conclusion of the hearing, the Village Board of Trustees shall make a written determination, which shall include findings of fact, a decision and reasons for the Board's decision, and a copy of such determination shall be mailed to the employee, and his/her representative, if any. If the employee is dissatisfied with the determination of the Village Board of Trustees, then the employee may refer the grievance to arbitration as hereinafter provided.

#### ABRITRATION:

Within the (10) working days of the mailing of the decision of the Village Board of Trustees to the employee, the PBA shall give written notice to the Mayor of the employee's request for arbitration of his/her grievance. Promptly thereafter, the Mayor shall make arrangements with the employee and his/her PBA representative for the selection of an arbitrator mutually agreeable to both parties. If the parties are unable to agree upon an arbitrator, then they shall promptly petition the Public Employment Relations Board for a list of seven (7) arbitrators. Each party alternately striking names, with the Village of Penn Yan being the first to strike a name, until one name is left, shall select the arbitrator. That individual shall be the arbitrator. The arbitration proceeding shall be conducted under the rules determined by the arbitrator, and the decision of the arbitrator shall be final and binding on both parties.