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AGREEMENT

BETWEEN

**BOARD OF TRUSTEES
VILLAGE OF TUPPER LAKE**

AND

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

**TUPPER LAKE POLICE DEPARTMENT
UNIT II**

FRANKLIN COUNTY 1000

JUNE 1, 2004 - MAY 31, 2007

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

(10)

ARTICLE 1: STATEMENT OF POLICY AND PURPOSE

- 1.01 It is the policy of the Village to continue harmonious and cooperative relationships with its employees, and to insure the orderly and uninterrupted operations of government. This policy is confirmed by the provisions of the Public Employees Fair Employment Act granting public employees the right to organization and representation in the determination of the terms and conditions of their employment.
- 1.02 The Village Board and the Association recognize that they have a mutual and cooperative interest in the effective accomplishment of the mission and responsibilities of the Police Department. They now desire to enter into a collectively negotiated Agreement in recognition of the unique character and responsibilities of the Police Department and the importance of assuring the Village. This Agreement will have for its purposes, among others, the following:
- 1) Establish and maintain an orderly and constructive relationship between the parties.
 - 2) Recognize the legitimate interests of the members to participate, through collective negotiation, in the determination of the terms and conditions of their employment.
 - 3) Promote fair and reasonable working conditions for the members.
 - 4) Promote individual efficiency and service.
 - 5) Promote the continuous efficient operation of the Police Department in the execution of its duties and obligations to the people of the Village.
 - 6) Provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2: RECOGNITION

- 2.01 The Village Board of Trustees hereinafter referred to as the "Village Board" and the Civil Service Employees Association, Inc., Local 1000, AFL-CIO, Tupper Lake Police Department Unit II hereinafter referred to as the "Association" hereby recognizes employees consisting of all members of the Police Department below the rank of Chief, all crossing guards, all jail matrons, and any other employees, full or part-time, whose remuneration, in full or in part, shall come from the Police Department budget. As used in this Agreement, the term member(s) shall apply to members of the Association.
- 2.02 The Association acknowledges its obligation to represent the interests of all such members with respect to collective negotiations, grievance, personnel policies and practices, and other matters concerning their terms and conditions of employment, subject to the limitations set forth elsewhere in this Agreement.

- 2.03 Exclusive negotiations with the Association, in association with the Police Department Unit II of the Employees Association.
- 2.04 The village Board will not negotiate terms and conditions of employment of members with any other employee organization or meet with such organization to discuss a change in such terms and conditions. When such an organization requests such negotiations or such meeting, the Village Board shall advise it to transmit its requests to the Association and arrangements will be made by the Association to fulfill its obligations as the collective negotiating agent to represent these members and groups of members.
- 2.05 Nothing in this Agreement shall affect or impair the right of the Village Board to consult or meet with individual members or groups of members concerning the exercise of their rights under any law or rule or regulation of the Police Department.
- 2.06 The Association, and its designated agents shall have the sole and exclusive right to access members of the Police Department Unit II employees during working hours to administer this Agreement and to explain the Association's sponsored benefits and programs.
- 2.07 The Village agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Association shall be provided access to Police Department Unit II employees. The Village further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space on property or premises owned or occupied by the Village.
- 2.08 On the effective date of this Agreement, the Village shall supply to the Association, a list of all Police Department Unit II employees showing employees full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Subsequent to the effective date of this Agreement, the Village shall supply to the Association updates of the list and times of hire of new employees or termination of current employees.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 It is understood and agreed that management possesses the sole right to conduct the Village's business and to carry out its obligations and all that management rights repose in it, but that such rights are subject to such conditions, requirements, and limitations as may be applicable under law and must be exercised consistently with the other provisions of this Agreement. These rights include, but are not limited to, the following:
- 1) Determine the mission and policies of the Village.
 - 2) Determine the facilities, methods, means and number or personnel; to designate the members needed to carry out the Village's mission and to introduce new or improved methods or facilities.

- 3) Administer the merit system including the classification, examination, selection, hiring, retention, promotion, assignment or transfer of members pursuant to New York State Civil Service Rules and Regulations.
- 4) Discipline or discharge members in accordance with the Rules and Regulations of the Police Department and the Civil Service Law.
- 5) Direct the work of members.
- 6) Make rules, regulations, and policies concerning personnel procedures and practices.

ARTICLE 4: UNIT II ORGANIZATIONAL RIGHTS

- 4.01 The Association shall have unchallenged representation status for the maximum period provided by law pursuant to Section 208 of the Civil Service Law as amended to the date of this Agreement.
- 4.02 The Village Board agrees to honor individual written authorizations addressed to them for the deduction of dues and group insurance premiums in aid for the Association. Such authorizations may be withdrawn at any time upon written notice to the Village Board. Those authorizations currently in effect shall continue to be honored.
- 4.03 Representatives of the Association shall have the exclusive right to visit any installation of the Village for the purpose of administering this Agreement and shall have the right to inspect any public records that are available to the general public. Such visits shall be conducted in a manner so as not to interfere with the functions of the Village.
- 4.04 The representative or assistant of the Association shall have time off, with pay if on duty to negotiate the terms of this Agreement. Same designated person shall be granted up to three (3) days of leave time, with pay and without charge to leave credits, in any one fiscal year to conduct the affairs of the Association provided that this leave is requested in writing at least ten (10) days prior to the leave date. Time off, with pay if necessary, shall be granted to the designated person for the purpose of negotiating grievances of any member(s) of the Association.
- 4.05 Where there is appropriate meeting space in the office or spaces of the Village, such space will be made available to the Association provided, however, that (a) in the opinion of the Village Board, such meeting will not interfere with the normal business of the Village, and (b) request for the use of such space is made in advance to the Village Clerk or other competent authority.

- 4.06 The Village shall provide or allocate in the police offices, reasonable bulletin board space for the exclusive use of the Association for the posting of bulletins, notices, and materials issued by the Association for the purpose of fulfilling its obligations as a collective negotiating representative. A member designated by the Association must sign all such materials. No materials shall be posted which are profane, obscene, and defamatory of the Village or their representatives or which constitute election campaign materials for or against any person, organization, or faction thereof.
- 4.07 The Association shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., located at 143 Washington Avenue, Albany, New York 12224, on a payroll period basis, along with a list itemizing the deductions of each employee. No other organization shall be accorded any payroll privilege without the express consent and written authorization of the Association.
- 4.08 The Association having been recognized or certified as the exclusive representative of employees within the Police Department Unit II represented by this Agreement shall have deductions made from the wage or salary of employees of said Police Department Unit II, who are not members of the Association, the agency shop fee deductions levied by the Association. The Village shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the Association.
- 4.09 Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness, and supplemental life insurances and will be reflected separately on the employees paycheck stub. An alphabetical listing of deductions should be sent to the Association each pay period reflecting the employees name, social security number, and dollar amount deducted for dues, agency shop fees, and for each insurance program.
- 4.10 Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:
- A = Membership dues/payable to CSEA, Inc.
 - B = Agency shop fees/payable to CSEA, Inc.
 - C = Group Life insurance/payable to Jardine Emmett & Chandler, Inc.
 - D = Accident and Sickness insurance/payable to Jardine Emmett & Chandler, Inc.
 - E = Supplemental Life insurance/payable to Jardine Emmett & Chandler, Inc.

ARTICLE 5: DIRECT COMPENSATION

- 5.01 The Village shall provide for the members covered by this Agreement, the benefits described in Appendix "A", attached to and made part of this Agreement relating to annual salary and other remunerations.

ARTICLE 6: RETIREMENT AND DISABILITY

Police

- 6.01 The Village shall provide to the appropriate members covered by this Agreement, that the plan of the New York State Policeman's and Fireman's Retirement System known as the Special Twenty Year Plan (Section 384-d) until it shall become superseded.
- a) The Village shall provide for Tier I police officer's, section 302(9)(d), of the New York State Policeman's and Fireman's Retirement System.

ARTICLE 7: HEALTH INSURANCE BENEFITS

- 7.01 The Village shall provide to the members of the Association any and all of the Health Insurance benefits, which is now provides to its employees. If necessary to carry out the intent of this section, all benefits may be individually listed in an Appendix C, which shall be attached to and made a part of this Agreement.

Any proposed change to the health insurance plan shall be submitted in writing, to the union, at least 30 days prior to the proposed change. Any change hereof must be equal to or better than the health insurance currently in place.

Sections A and B apply only to new hires after January 1, 2002:

- a) The Village will provide a Health Insurance Plan that is currently available for bargaining unit employees from the date of the signing of this contract. Employees opting for individual coverage shall be required to pay a minimum of \$10.00 per week toward premium costs and employees opting for the family plan shall pay a minimum of \$15.00 per week toward premium costs in addition to their 1/2 of the family plan cost.
- b) Effective January 1, 2002, and for each subsequent year of this Agreement only, the Village agrees to pay the first 10% (ten percent) of any increase above the 2001 premium rates. Employees will pick up additional costs beyond a 10% (ten percent) increase in addition to the minimum contribution set for the in a) above; however; if the increase in premium rates exceeds 20% in any one year, the parties agree to renegotiate this Section.

Sections C applies only to hires before January 1, 2002:

- c) The Village will provide a Health Insurance Plan that is currently available for bargaining unit employees from the date of the signing of this contract. Employees opting for individual coverage shall be required to pay a minimum of \$5.00 per week toward premium costs.

ARTICLE 8: LEAVE

Sick Leave

- 8.01 a) The Village will grant to members absent from duty, with pay, for reasons of sickness or disability. Sick leave will be accumulated at the rate of one and one-quarter days per month with total accumulation not to exceed 1,320 hours.
- b) The Village will pay to a member, upon retirement, one-fourth (1/4) of the total sick leave accumulation to which he is entitled. Payment will be made in accordance with the practice in effect at the time.
- c) When an employee reaches maximum hours allowed to be held, one-half (1/2) of the total of any hours accrued and lost due to reaching maximum allotment, will be paid to that employee at current hourly rate.

Vacation

- 8.02 a) The Village will provide members with an annual vacation, exclusive of holidays, in accordance with the following schedule:

Years of Service	Weeks Vacation	Hours
1	1	42
2	2	84
7	3	126
15	4	168

- b) In addition to the annual vacation schedule above, members will be allowed to use a maximum of forty two (42) hours of accrued holiday and/or personal leave in a week block for use vacation scheduling per contract year.
- c) All vacation time will be granted on an accumulative basis based on the following schedule:

Years of Service	Accumulation of Hours/Minutes Per Month	Total Hours Per Year
1	3 hours 50 minutes	Up to 42
2	7 hours	Up to 84
7	10 hours 50 minutes	Up to 126
15	14 hours	Up to 168

For each year of service over twenty, an employee shall receive one (1) additional day up to a maximum of thirty. Members may accumulate up to, but not more than, two hundred (200) hours of annual leave time. All vacations shall be taken only at a time fixed by the Chief of Police and the Village Board.

- d) Each year vacation schedules must be drawn up and posted no later than May 1st, to cover the forth coming fiscal year. Duration of vacation to be on a seniority basis with a single choice for any one period by each member. After each member has had a single choice, the process will be repeated until all annual leave time is accounted for.
- e) All vacations shall be taken in accordance with the above stipulation but at no time will a member lose vacation time to which entitled of emergency, unusual circumstances, or any other refusal.

Personal Leave

- 8.03 a) The Village will grant to members sixty (60) hours of personal convenience leave per fiscal year. These sixty (60) hours will be credited to the member at the start of the fiscal year. The Village shall not require a member to give a reason as a condition for approving the use of personal leave credits, provided that prior approval for the requested leave must be obtained and the resulting absence will not interfere with the proper conduct of Police Department functions. Requests for personal leave must be processed by the appropriate supervisor within five (5) days of receipt. A member who has exhausted personal leave credits shall charge approved absences from duty necessitated by personal business to accumulated vacation credits.
- b) New unit hires only (old unit membership is defined as including those employees working full-time for the Village prior to ratification and approval of the new Agreement) will receive thirty six (36) hours personal leave on their first anniversary date and on the second as well. But upon completion of three (3) years of service, the personal leave will be raised to sixty (60) hours for all such future hires.

Holidays

8.04 a) The following twelve (13) days will be observed as holidays by the Village:

- | | |
|-----------------------------------|--|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | 1/2 day (6 hours) prior to December 25 th * |
| Memorial Day | Christmas Day |
| Independence Day | 1/2 day (6 hours) December 31 st * |

Handwritten note:
 Note
 at 11:00 AM
 1/2 day

For the purpose of bookkeeping, Holiday Time* will be credited to members on the first Friday following New Year's Day. That Friday will be considered the holiday.

- b) Any member who has to work on a holiday will be paid time and one-half (1/2) for such holiday service. Members working said holiday and paid time and one-half will still be entitled to twelve (12) hours holiday time in accordance to Article 8 Section 8.04.

- c) Any member who has to work overtime on a holiday will be paid double time for said overtime worked.
- d) Members of the Association will freeze holiday time, which they have already accrued up to May 6, 1992. This time may not be added to and this time may be sold back to the Village at any time by a member, at the rate of pay earned at the time hours are sold back.
- e) A new limit of 576 hours will be set for the amount of holiday time hours that a member of the Association may accrue. Also, any member of the Association on or about the last week of November in any calendar year may sell back to the Village, in blocks of forty two (42) hours, any or all of the holiday time that has been accrued under the new system. This being done so that when a member reaches the new maximum, a member will be able to sell back enough time to accrue the next years time without going over the new limit.

Other Time Off

- 8.05 Any other time that is listed in this Agreement, which is accorded to other employees of the Village shall, on a compensatory basis, also be accorded members of the Association.

ARTICLE 9: UNIFORMS AND POLICE DEPARTMENT EQUIPMENT ALLOWANCE

Police

- 9.01 The Village shall provide a new member of the Police Department with an initial allowance of clothing and equipment sufficient to carry out members duties. Thereafter, each member shall receive an annual allowance of \$500.00 to replace worn-out items and provide maintenance.
- 9.02 Members will be reimbursed for damage to clothing, including dry cleaning or other personal property or equipment, sustained in the performance of police duty. This reimbursement shall be provided by the Village and shall not depend upon the outcome of any trial or criminal proceeding.

ARTICLE 10: MEMBERS RIGHTS

- 10.01 Members of the Police Department hold a unique status as public offices in that the nature of their office and the performance of their duties involves the exercise of a portion of the police power of the state.

- 10.02 The security of the Village and its citizens depends to a great extent upon the manner in which the Police Department members perform their manifold duties. The performance of such duties involves those members in all manner of contacts and relationships with the public.
- 10.03 Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Village Board, the Chief of Police, or other competent authority.
- 10.04 To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules or procedures hereby are established:
- a) The interrogation of any member of the Association shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the member's tour of duty shall be employed.
 - b) The interrogation shall take place at a location designated by the investigation officer, usually the Police Station.
 - c) The member of the Association shall be informed of the rank and name of the officer in charge of the investigation, as well as the rank and name of the interrogating officer and the identity of all persons present during the interrogation. If a member of the Association is directed to leave their post and report for interrogation, members shall be properly relieved.
 - d) The member of the Association shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Association being interrogated is a witness only, member shall be so informed.
 - e) The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
 - f) The member shall not be subjected to any offensive language, nor shall member be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that member's conduct can become the subject of disciplinary action resulting in disciplinary punishment.

- g) In all cases wherein a member is to be interrogated concerning an alleged violation of the Police Department's Rules and Regulations which, if proven, may result in members dismissal from the force or the infliction of other disciplinary punishment upon member, member shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of members own choosing and/or a representative of the Association before being interrogated. An attorney of members own choosing and/or a representative of the Association may be present during the interrogation, but may not participate in the interrogation except to counsel the member. However, in such case, the interrogation may not be postponed for the purpose of counsel and/or representative of the Association past 10:00 a.m. of five (5) days following notification of interrogation.
- h) Requests for consultation and/or representation or the recording of questioning in administrative investigations shall be denied unless sufficient reasons are advanced.
- i) The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record.
- j) If a member is under arrest or is likely to be, that is, if member is a suspect or the target of a criminal investigation, member shall be given his rights pursuant to the Miranda Decision.
- k) Under the circumstances described in paragraph G, the member shall be given an exact copy of any written statement member may execute, or if the questioning is mechanically or steno graphically recorded, the member shall be given a copy of such recording or transcript if requested by member.
- l) The refusal by a member of the Association to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.
- m) No member shall be ordered or asked to submit to a blood test, a breathalyzer test, or other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law. Such test may be given if requested by member.

ARTICLE 11: NO STRIKES

- 11.01 Police Department Unit II employees shall not engage in a strike, nor cause, instigates, encourage, or condone a strike.
- 11.02 Police Department Unit II employees shall exert their best efforts to prevent and terminate any strike.

- 11.03 Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the Village Board or the rights or remedies, or duties of the Association under New York State Law.

ARTICLE 12: GRIEVANCES AND ARBITRATION

General

- 12.01 Officers and noncommissioned officers of the Police Department shall consider and commensurate with the authority delegated by the Village Board, act promptly and fairly upon grievances of members. The informal resolution of differences prior to initiation of action under formal grievance procedure is encouraged.

Definition

- 12.02 The term "grievance" means any disagreement submitted in writing and signed by a member over the interpretation and application of the terms of this Agreement, hereinafter referred to as a "contract grievance" or any disagreement, other than a contract grievance, over conditions which are in whole or in part subject to the control of the Chief of Police and which involve safety or health hazards, unsatisfactory physical facilities, surrounding materials or equipment, unfair or discriminatory supervision, and unjust treatment by fellow members, herein after referred to as a "non-contract grievance".

Grievance Steps

- 12.03 **First Step:** A grievance shall be presented to the Chief of Police in writing and signed by the aggrieved within twenty (20) days of the occurrence or act giving rise to the grievance. The Chief of Police shall meet with the grievant and/or the Association representatives within five (5) days of receipt of the grievance. The Chief shall issue his determination in writing to the grievant within five (5) days of the meeting. The Association representative may file at Step 1 a grievance a grievance involving the health or safety of members.

Second Step: If the determination at Step 1 does not resolve the grievance, an appeal shall be presented to the Village Board, by written request and given to the Village Clerk, within ten (10) days of the receipt of the appeal of the Step 1 determination. The Village Board shall schedule a meeting with the grievant and/or Association representative within twenty days of receipt of such appeal and shall issue their determination in writing within ten (10) days of such meeting.

Third Step: If the determination at Step 2 does not resolve the grievance, the Association representative may refer any unresolved contract grievance to arbitration.

12.04 **Arbitration:**

- a) The Association shall have the sole right to refer to arbitration any unresolved contract grievance concerning the interpretation, but not the application, of any term of this Agreement, by filing with the Village Board a notice in writing of submission to arbitration within thirty days of receipt of the Step 2 determination.
- b) Arbitration shall be conducted through a Board of Arbitrators consisting of one local resident real property taxpayer selected by the Village Board, one local real property taxpayer selected by the Association, and a third local resident real property taxpayer mutually agreed upon by the Village Board and the Association, who shall be Chairman. If the parties are unable to agree upon the Board of Arbitrators within ten (10) days of receipt by the Village Board of the notice of submission to arbitration, then the matter shall be referred to the Public Employees Relations Board for the selection of an experienced arbitrator for the resolution of grievances arising under a collectively negotiated Agreement.
- c) The Board of Arbitrators or arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine its decision solely to the interpretation of this Agreement. The Board of Arbitrators or arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them, nor shall they submit observations or declarations of opinion which are not essential in reaching the determination.
- d) A settlement of or an award upon a grievance may not be retroactive as the equities of each case demand but in no event shall such a resolution be retroactive to a date earlier than twenty days prior to the date the grievance was first presented or the date the grievance occurred, whichever is the later date.
- e) Grievances resolved at Steps 1 and 2 shall not constitute a precedent in any arbitration.

Representation

- 12.05 The Association shall have the exclusive right to represent members in any grievance provided, however, that any member or group of members shall have the right to present their own non-contract grievance at Steps 1 and 2 without representation of any kind, provided further that no resolution of a grievance shall be inconsistent with the provisions of this Agreement. The Association representative shall receive copies of determinations at all Steps and shall have the right to be present at any grievance meeting involving a contract grievance.

Written Determination

- 12.06 Determination at all Steps shall be in writing and should contain a review of the contentions, evidence presented, and the reasons for the determination.

Special Intent

- 12.07 a) The Police Department is a paramilitary organization and it is the duty of every officer to obey every lawful command or order issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences.
- b) Orders must be obeyed and grievance procedures invoked later. Any member of the Police Department who fails to carry out orders or comply with rules, regulations or instructions is subject to disciplinary action.

ARTICLE 13: SEVERABILITY

- 13.01 In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, or is in conflict with a national policy of wage and price controls, or shall have the effect of loss to the Village of funds made available through Federal or State Law, then such specific Article, Section or portion specified in such decision or which is in such conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such article, section or portion. The parties agree to use their best efforts to contest any such loss of Federal or State funds, which may be threatened.

ARTICLE 14: CONCLUSION OF COLLECTIVE NEGOTIATIONS

- 14.01 This Agreement is the entire Agreement between the Village Board and the Police Department Unit II employees and the Association. It terminates all prior Agreements and understandings, and concludes all collective negotiations for the period of its term. The parties acknowledge that they have fully bargained with respect to the terms and conditions of employment, and have settled them for the term of this Agreement, in accordance with the provisions hereof except as expressly otherwise provided in this Agreement. Nothing herein contained shall be construed to prevent collective negotiations for a new Agreement for a term following the term of this Agreement.
- 14.02 During the term of this Agreement, neither party will unilaterally seek to modify its terms or to increase or diminish the benefits herein provided through legislation or any other means. The parties agree to support any legislation or administrative action necessary to implement the provisions of this Agreement.

ARTICLE 15: APPENDIX "A"

Annual Salary

15.01 Members covered by the terms of this Agreement shall receive a basic salary pursuant to the following schedules on the effective dates indicated:

See Schedule "A"

Basic Workweek and Overtime

- 15.02 a) The basic workweek for members shall be forty two (42) hours per week with a pass rotation of Friday, Saturday, Sunday. Overtime will be paid at the rate of 1 1/2 times the regular straight time rate applicable for time worked in excess of twelve (12) hours per day.
- b) Members will work a straight twelve (12) hour tour, which will include one meal period not to exceed one-half hour. This meal period may be taken at a location of the members choosing. If the location is other than the police station, the member will sign out of service and give the location of the meal period and will maintain communication with the police station either by telephone or radio for the entire period. The member also will respond to any assignment given member by the desk officer during the meal period.
- c) In the event a member works an 18 hour shift they will be entitled to a \$6.00 meal allowance reimbursement with the condition they provide the Village Treasurer with a meal receipt within 7 days of working the 18 hour shift.
- d) The Village agrees to let Police Department continue with twelve (12) hour shifts.

Night Differential - Paid at Overtime Rate if Applicable

Police

15.03 A member working between the hours of 3:00 p.m. and 11:00 p.m. will be paid a \$.40 (forty cents) per hour shift premium, and a member working the hours of 11:00 p.m. through 7:00 a.m. will be paid a \$.55 (fifty-five cents) per hour shift premium.

Police Officers may, at their own choosing, be paid for their differential in a lump sum.

15.04 Appearance in Court

A member may be considered to have worked a minimum of two (2) hours each time member is scheduled and authorized to return, and returns to duty to work overtime for the purpose of making an appearance in court after completing members regularly scheduled work period and leaving his regularly scheduled work station, subject to such supervisory control as is deemed in the best interests of the Village.

15.05 **Recall**

All members who are recalled to duty after having completed their tour of duty and left their assigned workstation shall continue to receive their overtime compensation for such recall. A member recalled to duty who works less than two (2) hours shall be credited with having worked two (2) hours. There shall be no "make work".

15.06 **Standby**

- a) During an emergency situation, as determined by the Chief of Police or designate, any member who is either in an off-duty status or has completed a tour of duty and who is directed to stand by, at a location designated or approved by a superior officer for immediate recall to duty, shall be determined to be in stand-by status provided that such member remains available for immediate recall.
- b) An amount equal to ten (10%) percent of by the hourly rate of compensation will be paid to a member for each hour that such member is in stand-by status. In the event that as paid as provided by Section 5 of this appendix, if applicable, and also by this section.

15.07 **Dispatchers**

It was mutually agreed that all members were in agreement with the Board of Trustees that a further study into the feasibility of hiring Dispatchers for the Police Department would be completed to help facilitate freeing up two (2) two Officers for patrol detail.

15.08 **Ray Brook - NYS Troopers Dispatching**

It was mutually agreed that all members were in agreement with the Board of Trustees that a further study into the feasibility of utilizing the NYS Troopers in Ray Brook for Police dispatching would be completed once the E911 system was up and operational.

ARTICLE 16: SCHEDULE "A" – JOB CLASSIFICATION AND WAGES

Job/Year Classification	Hourly Contract 6/1/04	Hourly Contract 6/1/05	Hourly Contract 6/1/06
Police Officer BMPT			
1 Year (no school)	\$30,774.52 \$14.0908	\$32,034.52 \$14.6677	\$33,294.52 \$15.2446
1 Year (with school)	\$31,868.60 \$14.5918	\$33,128.60 \$15.1687	\$34,388.60 \$15.7456
2 nd Year	\$32,662.12 \$14.9551	\$33,922.12 \$15.5320	\$35,182.12 \$16.1089
3 rd Year	\$33,337.08 \$15.2642	\$34,597.08 \$15.8411	\$35,857.08 \$16.4180
4 th Year	\$34,058.84 \$15.5947	\$35,318.84 \$16.1716	\$36,578.84 \$16.7485
5 th Year	\$35,083.76 \$16.0639	\$36,343.76 \$16.6408	\$37,603.76 \$17.2177
6 th Year	\$35,921.48 \$16.4475	\$37,181.48 \$17.0244	\$38,441.48 \$17.6013
7 th Year	\$36,712.92 \$16.8099	\$37,972.92 \$17.3864	\$39,232.92 \$17.9637
Sergeant	\$40,001.82 \$18.3158	\$41,261.82 \$18.8927	\$42,521.82 \$19.4696

The above salary appendix reflects a salary/wage increase of:

2004-2005	\$1,260.00 Retroactive Pay
2005-2006	\$1,260.00
2006-2007	\$1,260.00

Effective and retroactive to June 1, 2004, employees commencing their 9th year of employment up to and including their 20th year of employment shall receive a longevity payment of \$208.00 per year (.10 cents per hour). Please note that this Longevity payment is not included in the above wage/salary Schedule A.

ARTICLE 17: TERM OF AGREEMENT

The term of this Agreement, with respect to benefits, shall be from June 1, 2004, to, and including, May 31, 2007, but shall remain in full force and effect until its successor is negotiated. Wages, which shall include increases in night time differential, longevity increases shall be retroactive to June 1, 2004 and maximum sick leave pay shall be retroactive to June 1, 2004.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

The Board of Trustees of the Village of Tupper Lake

Sandra A. Steader 8/9/04
Signed by: Mayor Date

Police Department Unit II Employees Association

ETP 8/5/04
Signed by: Eric T. Proulx Date

CSEA, Inc. Staff Representative

Brian C. Paige 7/26/04
Brian C. Paige, Labor Relations Specialist Date

ARTICLE 7: HEALTH INSURANCE BENEFITS

7.01 The Village shall provide to the members of the Association any and all of the Health Insurance benefits, which is now provides to its employees. If necessary to carry out the intent of this section, all benefits may be individually listed in an Appendix C, which shall be attached to and made a part of this Agreement.

Any proposed change to the health insurance plan shall be submitted in writing, to the union, at least 30 days prior to the proposed change. Any change hereof must be equal to or better than the health insurance currently in place.

Sections A and B apply only to new hires after January 1, 2002 opting for individual coverage:

- a) The Village will provide a Health Insurance Plan that is currently available for bargaining unit employees from the date of the signing of this contract. Employees opting for individual coverage shall be required to pay a minimum of \$10.00 per week toward premium costs.

- b) Effective January 1, 2002, and for each subsequent year of this Agreement only, the Village employee opting for individual coverage agrees to pay the first 10% (ten percent) of any increase above the 2001 premium rates. Employees will pick up additional costs beyond a 10% (ten percent) increase in addition to the minimum contribution set for the in a) above; however; if the increase in premium rates exceeds 20% in any one year, the parties agree to renegotiate this Section.

Sections C applies only to hires before January 1, 2002:

- c) The Village will provide a Health Insurance Plan that is currently available for bargaining unit employees from the date of the signing of this contract. Employees opting for individual coverage shall be required to pay a minimum of \$5.00 per week toward premium costs.

By affixing the proper signatures acknowledges acceptance of the modifications to the contract language as listed above for ARTICLE 7: Health Insurance Benefits.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

The Board of Trustees of the Village of Tupper Lake

Sandra A. Stead 9-17-04
 Signed by: Mayor Date

Police Department Unit II Employees Association

Joseph D. Cormier Unit II Administrator 9/24/04
Signed by: Joseph Cormier Date

CSEA, Inc. Staff Representative

Brian C. Paige 9/21/04
Brian C. Paige, Labor Relations Specialist Date