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Union: Fort Plain Policemens Benevolent Association (PBA)

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AGREEMENT

BETWEEN

THE VILLAGE OF FORT PLAIN, NEW YORK

AND

VILLAGE OF FORT PLAIN POLICEMEN'S
BENEVOLENT ASSOCIATION

Effective June 1, 2004 to May 31, 2007

RECEIVED

JUN 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
THIS AGREEMENT, made this 18 day of May, 2004, by and between the VILLAGE OF FORT PLAIN, NEW YORK, hereinafter referred to as the Village and the VILLAGE OF FORT PLAIN POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the PBA.

WITNESSETH:

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales and standards and conditions of employment and to provide for the implementation of the Public Employees Fair Employment Act of 1967 as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Village and the PBA acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I
RECOGNITION AND RIGHTS

(1) The Village and the PBA agree and the Village recognizes and certifies that the PBA is the exclusive collective negotiating agent for the permanently appointed Village employees in its Police Department, excluding the Chief of Police.
(2) The Village hereby extends to the PBA respecting such unit of employees the following rights:

(a) To represent the employees in negotiations and in the settlement of grievances.

(b) To membership dues deduction, upon presentation of dues deduction authorization cards, signed by individual employees.

(c) To unchallenged representation status.

(3) The PBA hereby affirms that it does not assert the right to strike against the Village government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II
TERMS AND CONDITIONS OF EMPLOYMENT

(1) The Village and the PBA hereby agree with respect to the following:

(a) Vacations:

Every employee of the Police Department shall be entitled to two (2) weeks vacation annually after having served in the Department for one (1) year.

Every employee of the Police Department shall be entitled to three (3) weeks vacation annually after having served in the Department for four (4) years.

Every employee of the Police Department shall be entitled to four (4) weeks vacation annually after having served in the Department for ten (10) years.
The anniversary date of the employee's hiring as a full time officer shall be used to determine the years of service for vacation time.

Vacation time will be allowed at the time requested by the employee in the discretion of the Chief of Police. In the event that more than one employee requests vacation involving the same time frame, seniority will be the controlling factor.

Such vacation leave must be taken within the year after the anniversary date of the employee's hiring as a full time officer and may not be accumulated. If vacation leave cannot be scheduled during such year, the employee may upon request, receive pay in lieu of time off.

(b) Holidays:

Each employee of the Police Department shall be entitled to a total of 104 hours per calendar year as holiday time with full pay. Such holiday time must be taken within the calendar year and can not be accumulated, provided however, that such employee can sell back to the Village a maximum of forty (40) hours per calendar year at the such year at the employee's hourly rate at

Holiday time 104 hours per year

Divided by 4 hours

Multiply by 1,2,3,4

depending on the month during which the employee commences

Village.

me can be used at the discretion of such eduling conflicts.
(c) Personal Leave:

During the term of this agreement, each employee of the Police Department shall be entitled to personal leave up to a maximum of thirty-two (32) hours per calendar year, to be used at the discretion of such employee, with pay and without charge or deduction from vacation leave or other time credits. The personal leave of new employees shall be prorated according to the month during which the employee commences working for the Village. In the event there is one to three months remaining in the calendar year, the new employee shall be entitled to eight (8) hours of personal leave for the remainder of the calendar year. In the event there are four to six months remaining in the calendar year, the new employee shall be entitled to sixteen (16) hours of personal leave for the remainder of the calendar year. In the event there are seven to nine months remaining in the calendar year, the new employee shall be entitled to twenty-four (24) hours of personal leave for the remainder of the calendar year. In the event there are more than nine months remaining in the calendar year, the new employee shall be entitled to thirty-two (32) hours of personal leave for such calendar year. Personal leave may not be accumulated.

(d) Bereavement Leave:

Each employee of the Police Department shall be given three (3) days off with pay upon the occurrence of a death in the immediate family of such employee. No prior
notice need be given by such employee. Such time shall be without charge or reduction from vacation leave or other time credits.


Each employee of the Police Department shall be given time off with pay for the complete, twenty-four (24) hour day of the funeral for a deceased aunt, uncle, niece or nephew of such employee.

(e) Sick Leave:

1) Each employee of the Police Department who is unable to perform his duties by reason of illness or injury, not sustained in the line of duty, shall be entitled to a total of sixty-four (64) hours per calendar year as sick leave with full pay, which such sick days may be accumulated from year to year. The sick leave of new employees shall be prorated according to the month during which the employee commences working for the Village. In the event there is one to three months remaining in the calendar year, the new employee shall be entitled to sixteen (16) hours sick leave for the remainder of the calendar year. In the event there are four to six months remaining in the calendar year, the new employee shall be entitled to thirty-two (32) hours of sick leave for the remainder of the calendar year. In the
event there are seven to nine months remaining in the calendar year, the new employee shall be entitled to forty-eight (48) hours of sick leave for the remainder of the calendar year. In the event there are more than nine months remaining in the calendar year, the new employee shall be entitled to sixty-four (64) hours of sick leave for such calendar year.

2) Each such employee shall also be entitled to, during periods that the employee qualifies for and receives disability payments, full pay during such absence from duty up to a maximum of three (3) months for each such occasion, provided however, that such employee must repay to the Village the disability payments received during each period or must assign his rights in such payment to the Village.

3) In the event that an employee is absent from work for three (3) or more consecutive sick days, the employee shall be required to submit a doctor's slip to the Chief of Police with regard to the cause for such sick leave.

4) Upon retirement, each employee shall receive payment for any unused sick leave, not exceeding four hundred eighty (480) hours, at the employee's hourly rate at the time of retirement.

(f) The President of the PBA or his designee shall be granted excused, paid absence to permit attendance at duly called meetings and conventions of the Police Conference of New York, Inc., provided such employee gives at least seven (7) days advance notice to the Chief of Police.
(g) Compensation:

1) All employees shall be paid a minimum annual salary of $22,700.00 for the 2004-05 fiscal year, $23,154.00 for the 2005-06 fiscal year and $23,849.00 for the 2006-07 fiscal year.

2) Employees who have obtained road school certification at an accredited school shall be paid an annual salary of $24,700.00 for the 2004-05 fiscal year, $25,194.00 for the 2005-06 fiscal year and $25,950.00 for the 2006-07 fiscal year.

3) Employees who have obtained road school certification and have served at least six months as a full time police officer (with civil service status), with the Village of Fort Plain shall be paid an annual salary of $26,700.00 for the 2004-05 fiscal year, $27,234.00 for the 2005-06 fiscal year and $28,051.00 for the 2006-07 fiscal year.

4) Employees who have obtained road school certification and have served at least one year as a full time police officer (with civil service status), with the Village of Fort Plain shall be paid an annual salary of $28,700.00 for the 2004-05 fiscal year, $29,274.00 for the 2005-06 fiscal year and $30,152.00 for the 2006-07 fiscal year.

5) Police Sergeant Salary. At the time of appointment, as police sergeant, $300.00 shall be added to such employee's current salary. Upon completion of one year, an additional $300.00 is to be added to the salary, resulting in a total of $600.00 being added to such employee's salary.

6) In addition to the foregoing annual salary, each employee shall receive a night differential payment of
fifty cents (50¢) per hour for hours worked between 2:00 P.M. and 10:00 P.M. and fifty-five cents (55¢) per hour for hours worked between 10:00 P.M. and 6:00 A.M. In the event an employee works overtime hours, the night differential for such employee shall be a payment of seventy-five cents (75¢) per hour for hours worked between 2:00 P.M. and 10:00 P.M. and eighty-two and one-half cents (82.5¢) per hour for hours worked between 10:00 P.M. and 6:00 A.M.

8) In addition to the annual salary, each employee shall be entitled to receive the following longevity pay upon completion of the appropriate number of years of continuous full time service:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>After five (5)</td>
<td>$600.00</td>
</tr>
<tr>
<td>After ten (10)</td>
<td>$700.00</td>
</tr>
<tr>
<td>After fifteen (15)</td>
<td>$800.00</td>
</tr>
<tr>
<td>After seventeen (17)</td>
<td>$1,400.00</td>
</tr>
</tbody>
</table>

There shall be a cap on the longevity bonus of $1,400.00 per year. The longevity bonus shall be paid with the first payroll period following the anniversary date of the employee's employment.

(h) Hours of Work and Overtime:

1) Each employee shall be entitled to overtime pay computed at one and one-half (1 1/2) times the normal rate of pay for all time worked in excess of 8 hours per day.

2) Any employee called back after his daily tour of duty has ended, or required to be present including all time spent before his daily tour is to begin in appearances compelled by subpoena or as directed by superior officers
before courts, grand juries, suppression hearings, motion practice and before duly constituted governmental agencies or hearings, administrative or otherwise, shall receive a minimum of two (2) hours pay at the rate of time and one-half, provided that, when an employee is called in early, prior to his tour of duty, for judicial or non-judicial matters, he shall receive time and one-half until such time as his scheduled shift begins.

(i) Health Insurance:

The Village shall provide health insurance coverage for the benefit of the employee, and if applicable, family coverage as defined in the health insurer's contract. In the event the Village decides to change health benefit providers, it may do so so long as it provides thirty (30) days notice to the PBA, there is no lapse of coverage and there is no decrease in benefits to the employee or in family coverage.

The Village shall provide a vision care plan, as defined in the vision care insurers contract, for the benefit of the employee, and if applicable, family coverage as defined in such contract.

Upon the employee's retirement, the Village will continue the health insurance plan in effect on the employee at such time until the employee attains the age of 62, provided the employee qualifies under the "80 Rule", i.e. at retirement, the employee's age plus the years of employment with the Village total 80 or more years. The employee shall be responsible for such additional premium over the cost of individual employee coverage if the employee elects to provide family and/or spousal coverage.
An employee who elects not to enroll in any healthcare program provided by the Village shall receive in lieu thereof the annual sum $1,500.00 payable on or about the 15th of December of each year the employee waives coverage, provided however such sum shall be reduced by one-twelfth (1/12) for each month preceding the payment that the employee was not eligible for benefits. The payment shall be the same whether the employee takes such payment in lieu of employee or family coverage or any combination of coverage.

(j) Retirement:

The retirement plan currently in effect, under the provisions of Section 375-C of the Retirement and Social Security Law of the State of New York, shall be continued.

Each employee shall have the option of electing to participate as an alternative in the twenty (20) year retirement non-contributory Section 384-D plan.

(k) Equipment Allowance:

Each employee shall receive an annual vouchered allowance of $250.00 per fiscal year for approved police equipment and gear.

(l) Police Department Rules and Regulations:

The Village on September 19, 1989 adopted Police Department Rules and Regulations for the Village of Fort Plain, New York, as agreed to by the Village and PBA. Said Rules and Regulations as amended from time to time are incorporated herein by reference and made a part hereof.

(m) Military Leave:

So as not to leave the Village undermanned, and in the interest of public safety, employees agree not to request
or otherwise volunteer for National Guard duty and/or other military leave in excess of two weeks per calendar year. Nothing contained herein shall prevent the employee from complying with any order for such duty or military leave in excess of two weeks which has not been requested by or on behalf of the employee and for which such employee has not otherwise volunteered. The employee shall give the Chief of Police no less than fourteen days advance notice of such ordered duty or military leave.

(n) Leave Time:

Employees requesting time off for personal leave, holiday time or other causes, except for sickness or injury, shall report same to the Chief of Police within a reasonable time in advance, which shall be subject to the Chief of Police's approval. Employees requesting sick leave shall notify the Chief of Police as soon as it is apparent that such sick leave shall prove necessary, at least two hours in advance, whenever possible.

(o) Grievance Procedure:

1) In the event of a dispute between the parties involving the interpretation or application of this agreement or the rights claimed to exist thereunder, the dispute shall be resolved in the following manner:

Step 1. The dispute shall be presented within ten (10) calendar days of its occurrence to the immediate supervisor of the member in an attempt to resolve the matter. If the dispute is not satisfactorily resolved in this matter the member may request that a representative of the PBA meet with the immediate supervisor for the purpose of attempting to adjust the grievance.
Step 2. If within five (5) calendar days following Step 1 a satisfactory resolution has not been reached, the PBA representative shall discuss the grievance with the Chief of Police in an attempt to resolve the matter.

Step 3. If the procedure in Step 2 fails to provide agreement within five (5) calendar days, a written record shall be presented to the Village Board or its representative. Within seven (7) calendar days the PBA representative and the Village Board or its representative shall meet to discuss and attempt to resolve the dispute. After five (5) calendar days, if the dispute is not settled, either party may take the dispute to arbitration upon service of written notice of intention within the ten (10) calendar days following.

Step 4. The arbitration proceeding shall be conducted by an arbitrator selected and mutually agreed upon by the Village and the PBA within seven (7) working days after the notice of arbitration was served. If the parties fail to agree upon an arbitrator, the parties shall utilize the services of the Public Employment Relations Board as is provided in its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to amend, modify or delete any provision of this agreement.

2) Expenses for an arbitrator's services and the proceedings shall be borne equally by the Village and the PBA. Each party, however, shall be responsible for compensating its own witnesses. Either party may cause a transcript to be made at its expense and shall supply the arbitrator with a copy without charge.

3) The time limits set forth in this Article may be extended by mutual agreement in writing.
ARTICLE III
PAST PRACTICES

(1) Wages, hours and all other conditions of employment legally in effect prior to the effective date of this agreement, shall except as specifically altered herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of June 1, 2004. It shall remain in effect through May 31, 2007.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

VILLAGE OF FORT PLAIN
POLICEMEN'S BENEVOLENT
ASSOCIATION

By: [Signature]

By: [Signature]

VILLAGE OF FORT PLAIN

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]