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AGREEMENT

BETWEEN

VILLAGE OF ELMIRA HEIGHTS, NEW YORK

and

ELMIRA HEIGHTS BENEVOLENT ASSOCIATION, INC.

JUNE 1, 2005 - MAY 31, 2008

RECEIVED
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AGREEMENT

Made this th day of May, 2005, between the VILLAGE of ELMIRA HEIGHTS, a municipal corporation in the County of Chemung and the state of New York, and a political subdivision of the complex, 215 Elmwood Avenue, Elmira Heights, New York, referred to herein as the Village, party of the first part, and the ELMIRA HEIGHTS POLICE BENEVOLENT ASSOCIATION, INC. a membership corporation organized under the laws of the State of New York, and having a post office address at 215 Elmwood Avenue, Elmira Heights, New York, referred to herein as the PBA and as the Association, party of the second part.

WHEREAS, the Village of Elmira Heights is a local government within the State of New York, and it has a police department for the law enforcement within its corporate boundaries and other areas it may designate, which is commonly referred to as the Village, and

WHEREAS, the permanent employee in the Village Police department do now have, and have had for many years prior hereto, an association which is incorporated under the name of the Elmira Heights Police Benevolent Association, Inc., commonly referred to as the PBA.

NOW, THEREFORE, in consideration of the mutual agreements, terms, conditions herein contained between the parties, and pursuant to Article 14 of the Civil Service Law and the State of New York commonly known as the Taylor Law and the other applicable laws of the State of New York, the parties hereto do each agree with the other as follows:

ARTICLE I - AFFIRMATION

101. NO STRIKE AFFIRMATION

The PBA affirms. Pursuant to Section 207, Paragraph 3, of the Civil Service law, known as the Taylor Law, that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
ARTICLE II - RECOGNITION AND RIGHTS

101. RECOGNITION OF NEGOTIATING UNIT AND REPRESENTATIVE.
The Village recognizes the Elmira Heights Police Benevolent Association, Inc. as the exclusive collective bargaining agent for the employees in its Police Department including all such employees with permanent appointments and all part time police officers, except the Chief of Police, officers above the rank of Sergeant and confidential secretaries.

102. REPRESENTATION RIGHTS.
The Village does extend to the PBA representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances.
   A. To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees.
   B. To unchallenged representation status.
   C. Such negotiations shall include the terms and conditions of employment and the administration of grievances arising thereunder.

203. DUES CHECKOFF.
The Village agrees to deduct regular PBA membership dues from the current wages of every employee in the unit who is a member or who does become a member of the PBA, and who has signed a current dues deduction authorization card filed with the Village as prescribed and authorized by the Taylor Law; and it agrees to remit such deducted dues to the PBA every three months by the 15th day of September, December, March, and June. Any authorization from an employee represented by the PBA for the deduction of membership dues or for any other deduction from the wages must be filed with the Village Clerk’s Office at least 10 days before submission of the particular months budget to the Civil Service Commission, as such deduction shall not be effective until the next monthly budget.
ARTICLE III - DURATION AND DEFINITION

01. DURATION OF AGREEMENT
This agreement, except as specifically set forth otherwise in this section below, shall be effective for a term of three (3) years commencing on the first day of June 2005, and terminating on May 31, 2008.

01(a). DURATION OF AGREEMENT AS TO SECTION 802(a) AND 802(b).
The terms enumerated in Section 802a and 802b of this agreement shall extend beyond the 3 year duration of this contract. The benefits enumerated in Section 802a and 802b of this agreement shall be in effect until May 31, 2008.

02. DEFINITIONS
As used in this agreement, the following terms shall mean as set forth after each except as may otherwise be stated elsewhere herein, as follows:

1. BOARD OF TRUSTEES shall mean the Board of Trustees of the Village of Elmira Heights.
2. CHIEF OF POLICE AND CHIEF shall mean the head of the Police Department of the Village and anyone acting in his stead.
3. EMPLOYEES shall mean the employees of the Village covered under this agreement.
4. MAYOR shall mean the Mayor of the Village and anyone acting in his stead.
5. POLICE OFFICER shall mean an employee of the Police Department of the Village with the rank designation of police officer or sergeant and with the duties of a police officer under the laws of the State of New York and under the laws of the State of New York of a police Officer under the laws of the state of New York and under terms of his/her employment.
6. POLICE OFFICER AND SERGEANT shall mean an officer of the Police Department of the Village with that particular rank so designated under his/her employment.
7. TAYLOR LAW shall mean Article 14 of the Civil Service Law of the State of New York.
8. VILLAGE shall mean the Village of Elmira Heights, New York.
9. VILLAGE FISCAL YEAR shall mean from June 1, to May 31, inclusive

303. THE TERM "HE" OR "SHE"
As used in this agreement, the term “he” or “she” is not to be discriminatory and shall apply equally to male and female employees.

304. CARRY OVER PROVISIONS.
If on June 1, 2008, a new agreement concerning the subject matter herein has not been executed and negotiations and procedures under the Taylor Law are being pursued to reach a new agreement, the terms, conditions, covenants, rights, duties, and obligations herein contained shall continue until such a new agreement is reached.
ARTICLE IV

RESPONSIBILITIES

1. POLICE DUTIES.

Each employee in the Department will be responsible for the performance of the duties assigned to him/her in an efficient and professional manner and to carry out the instructions of his/her superior officers under the direction of the Chief of Police who is responsible to the Mayor and the Board of Trustees.

2. POLICE STUDY

Each employee shall inform himself/herself of the duties of his/her position and make a personal effort to constantly improve his/her knowledge and skills. Each police officer working for or holding a permanent appointment will participate in routine training courses, schools and other classes in his field when offered. The Chief of Police or other designee responsible for the duty hour schedule will make every effort to schedule an officer who wants to attend such classes so that he is not on duty at the time of the classes. The Chief of Police will advise the employee of such training courses which are brought to his/her attention. A partial list of such training exercises and training courses is contained in Schedule A attached and made a part of this Agreement. Each Police Officer is required to attend and successfully complete each training course designated as mandatory on Schedule A. In addition to the above courses, any police officer may be ordered to attend and successfully complete other training courses as required. An employee’s attendance at any such course or exercise shall be on his/her own time at his/her own expense except for the Basic Training Course, the Intermediate Training Course, and the Course in Police supervision or other courses directed by the Village. He/she will receive time off with pay for not more than eight hours per day while he/she is in attendance at any of these three courses or other courses directed by the Village. The Village will reimburse him/her for his/her travel to and from the course at the prevailing rate mileage if it is given outside the County of Chemung. The Village will also pay any tuition for these three courses or other courses directed by the Village, which is not otherwise covered and will also pay for the employee’s room and board during his/her attendance at any of these three courses or other courses directed by the Village for more than one day at a location that is over 45 miles away from the Village. Room charges shall not be over the prevailing rate. Such expenditures will be supported by receipts and vouchers. The Village will also pay for one-half of an employee’s lunch and dinner, if such course prevents the employee’s returning home by 7:00 P.M., during his/her attendance at any of the three courses or other courses directed by the village for one day or less duration and located outside of the County of Chemung. Such meal charges reimbursed by the Village shall not be over the prevailing rate. The Village shall be entitled to receive a copy of any certificate or other record available to show the employee’s attendance, participation, position and completion at any such course, and to examine their workbook.
13. PATROLMAN/PART-TIME PATROLMAN DUTIES.
Notwithstanding the above section 402, the Mayor, upon recommendation from the Chief of
Police, may appoint a qualified individual as a Patrolman/Part-time Patrolman for the purpose of
attending the Basic Police Training Course. Such qualified individual, shall be considered a
uncompensated member of the Association and have no right to claim any benefit of this or
subsequent agreements until such time as the individual is appointed to the rank of Patrolman, or
upon other order of the Board of Trustees. The Village will assume responsibility only for the
costs required for attendance at the Basic Police Training Course, including tuition, books and
uniform. The Village will not provide meals, mileage or any other benefit such individual.

04. AVAILABILITY OF SUPERVISOR.
When there is not a supervisor (person above the rank of police officer) working on a shift, one of
the off duty supervisors will be designated as “available” during said shift(s) to handle any responsibilities
or emergencies which may require a supervisor. For the purpose of this section the term “available” shall
be defined as wearing a beeper and/or cell phone with the ability to respond to any scene within one hour
of notification of need from a responding officer.

A supervisor will be compensated only when the situation requires the supervisor to respond to
the scene or Village Complex. Such compensation shall be governed by Section 605-2 of this
contract.

105. SCHEDULING OF SUPERVISORS
The Chief, designated scheduling officer, shall, to the extent practicable, schedule any Sergeant,
en then employed, so as not to have the same regular days off as any other Sergeant then employed. The
Chief or designated scheduling officer, shall insure that, at any time the Village employees more than one
Sergeant, no less that one Sergeant shall be scheduled so that his/her regular days off do not include Saturday or Sunday.

406. BICYCLE PATROL

The use of a bicycle patrol by the Elmira Heights Police department is a function of the
department that will provide optimum mobility and high visibility to aid in the reduction of crime and to
encourage contact with the community.

The use of the Bike Patrol is a voluntary position whereby the officers assigned to bike patrol
must have completed an approved Bicycle Patrol Officers safety course.

The bike patrol will be used for Special Events(as defined below) and for regular patrol duties
dependent upon available staffing. Bike patrol overtime is not to be used to circumvent the normal
overtime selection process.

SPECIAL EVENTS
Special events as defined for this section will include several factors.
1. Size of the event (number of people attending)
2. Type of event (e.g. protest rally, high school bonfire, NASCAR Night)
3. The area to be covered by the assigned officer(s)
4. The mobility needed for the event.

-8-
BICYCLE UNIFORM

The Village of Elmira Heights will be responsible for the initial cost of furnishing bicycle patrol officers with bike uniforms. These will include:

1. 1 protective helmet
2. 1 pair padded gloves
3. 1 pair padded pants
4. 1 pair padded shorts
5. 1 reflective uniform shirt
6. 1 reflective jacket (specifically designed for bike patrol officers)
7. 1 pair black sneakers with Velcro
8. 1 water bottle
9. Protective eyewear
10. 1 nylon duty belt with accessories

After the initial uniform is issued the bike officer will be responsible for maintenance and general upkeep.
Maintenance of the Elmira Heights Police Department Bicycle is covered in the Elmira Heights Police Department General Orders # G.O.845 Section III B.

ARTICLE V - HOURS OF WORK

501. TIME OF LAW ENFORCEMENT
By its very nature, law enforcement is a 24 hours a day, 7 days a week responsibility. The days of the week and hours of the day when a police officer is scheduled to be on duty may vary from the duty hours or tour of duty of other police officers.

502. TOUR OF DUTY.
In conformity with section 971 of the Unconsolidated Laws as it applies to a Village Police force of not less than four members until it may be amended or revoked:

1. The Chief of Police or designee having the management, control, or direction of the police force shall not assign any police officer thereof who may be on duty in the open air, on the streets or other public places to more than one tour of duty.
2. Shall tour of duty shall not exceed eight consecutive hours of each consecutive twenty-four hours.
3. No police officer shall be assigned to more than forty hours of duty during any seven consecutive day period; except in an emergency or for the purpose of changing tours of duty. Such emergency shall include the event of strikes, riots conflagrations, or occasions when large crowds shall assemble, or similar emergency, or on a day on which an election authorized by law shall be held. On the occasions of such emergency or change of tours, so many of the police officers may be contained for such hours as may be necessary.
13. **DUTY SCHEDULE.**

The Chief of Police or designee responsible shall assign each police officer to a shift or tour of duty for eight consecutive hours in each twenty-four hours for five days of the officer's seven-day week, as follows:

1. The Police Department work day shall be a 24 hour period starting at 12:00 midnight and extending through the next 11:59 p.m., and it shall be divided into three eight-hour shifts for tours of duty commencing at 12:00 midnight, 8:00 a.m. and 4:00 p.m.
2. Each police officer's work week shall be seven days in succession and he/she shall be assigned to one eight-hour shift in the first five days of his seven day week and have the last two days off.
3. Each police officer shall have relief of sixteen hours off between his/her duty shifts, except when his shift changes.
4. Each police officer shall have the same eight-hour shift for all five work days of the week.
5. The last two days off of the seven day week will include 64 consecutive hours off.
6. A police officer's tour of duty may be extended and his/her time off between shifts decreased in the event of a change of duty tour or emergency as described in Section 502(3).
7. At least two police officers shall be scheduled for duty on the 4:00 p.m. and midnight shifts.
8. Each police officer shall report for his/her duty shifts at least fifteen minutes prior to the start of the shift.

504. **SCHEDULE POSTING AND CHANGES**

Chief of Police or designee responsible shall post the proposed work schedule and schedule of time off for holidays and vacations for the next three month period where all officers can examine it not later than the 15th day before the beginning of the three month period. Each police officer shall notify the Chief of police or designee of his first and second choices for holidays and of any vacation during the three month period not later than the 5th day of the month before the beginning of the scheduled period. Each officer shall be scheduled for 2080 duty hours during the year less his holidays and vacation. The schedule for duty hours for any police officer may be amended or changed at the direction of the Chief of Police or designee in order to insure the continued security of the community.

505. **CHANGE OF TOURS.**

The parties agree that tours shall be changed no more often than once a month, except under unusual circumstances such as the need to meet staffing shortages caused by sickness, injury, or absence due to holidays or vacations.
ARTICLE VI - SALARIES & COMPENSATION

01. SALARIES, PERMANENT EMPLOYEES.

The salary or wage to be paid to each permanent employee of the Village Police Department covered under the Agreement for his services during the ensuing fiscal year of the Village commencing on June 1st shall be the sum shown for an employee in his position during his respective year of service with the Police Department for the respective fiscal year on the Salary Schedule, hereto attached, marked SCHEDULE B and made part of this Agreement. If an employee is promoted from one position to another position within the Police Department, the rate of his/her annual salary shall change on the effective date of his/her new position to that salary shown for an employee in such position in his/her respective year of service with the Police Department.

02. NON-PERMANENT EMPLOYMENT.

The salary schedule does not include annual rates for persons whom the Village now hires or might hire in the future in temporary or provisional police officer positions since their rate of annual salary wage would be contracted independently with them by the Village based upon the duties which they are expected to perform and upon their qualifications to perform such duties. A person given a temporary appointment to the position of Police Officer or Police Sergeant will be paid the minimum for a starting Police Officer of Sergeant, plus credit on the salary schedule for any years he/she has served in full time, temporary, provisional or permanent appointment within the Village Police Department.

03. EXTRA PAY.

A police officer that works more than 80 hours including credited time off, in a two week pay period, shall be paid for such extra work or given compensatory time off. Pay for such extra time shall be on an hourly basis according to the FAIR LABOR STANDARDS ACT.

COMPENSATORY TIME OFF will be given on an hourly basis at the rate of one and one half (1-1/2) hours off for each hour worked at extra time. Employees should give a preference to taking Compensatory Time Off whenever possible. Extra pay shall not be part of or change the amount of annual salary nor shall it be construed as a promotion or a salary increment. Such extra pay shall, however, be regarded as part of a police officer's compensation for any of the purposes of any pension or retirement system provided for in this Agreement of which he/she is a member.

04. MINIMUM EXTRA TIME.

1. A police officer held over to work after his/her normal eight hour tour of duty shall be credited with the actual time so held over during any given two week pay period. He/she shall be paid the applicable rate of pay or compensation time to the closest one-half hour of such holdover time accumulated during each two week pay period at the rate of one and one-half (1-1/2) times the hours worked.

2. The minimum extra time for RECALL shall be at least four hours. The employee shall receive compensatory time off or be paid for at one and one-half (1-1/2) times.

3. The minimum extra time for COURT APPEARANCE, MOTOR VEHICLE HEARING, OR DISTRICT ATTORNEY CONFERENCE made by a police officer during a time other than his/her eight hour tour of duty and not immediately following or preceding his regular tour of
duty shall be paid for the extra time he/she is required to appear or confer, and he/she will furnish his superiors written proof of the time he/she attended same. Pay or compensatory time will be paid at the rate of one and one-half (1½) times.

4. Extra work time of each police officer shall be certified to the Chief of Police or designee who shall be responsible for certifying the entire department payroll, by the officer in charge of the tour duty or shift in which the extra work was performed. If the police officer normally in charge of tour or shift shall be absent when such work is performed, the next police officer senior in rank and longevity shall be considered in charge and shall make such certification.

05. STAND BY PAY
Whenever a police officer is directed by the Chief of Police to be “available” for court appearances, police duty, District Attorney Conferences, or matters of a similar nature whereby a police officer’s movement is restricted during his off duty hours, said police officer will be paid or given compensatory time off for such actual hours involved on a straight time basis (not at time and one-half).

06. LONGEVITY.
Longevity increments increasing an employee’s annual salary with the Police Department are included in the Salary Schedule B hereto attached. His/her years of service will be determined from the date of appointment as recorded in the Village records, except where Section 131 of the Civil Service Law applies. Longevity pay shall commence and be paid for the first calendar month following the anniversary of the employee’s appointment to the Police Department.

07. SENIORITY.
1. The Village shall establish and publish a seniority list at least annually for the employees in the Police Department. The employees shall be divided into groups of those holding common positions such as police officers, sergeants, and chief. The date of each employee’s appointment to the Village Police Department as recorded in the Village records shall be his/her date of employment, and his/her employment during subsequent years, with due regard for the rights of veterans and the law applying to transfer, absenee leave, suspension, dismissal, resignation, and reinstatement, shall determine his/her years of service. Such list and any corrected or amended list shall be posted on the department bulletin board and a copy mailed to the PBA. If no objections are submitted in writing within seven calendar days, it shall become official and binding upon all employees covered by this contract.

2. Between employees holding the same position, the right to choose the time of year during which the respective employee is to have his/her vacation and holiday compensatory time off shall go to the employee in the order of rank and within rank by their seniority. The schedule for all such vacation or holidays time off shall be subject to the approval of the Chief of Police or designee. That person shall be responsible for scheduling vacation accrued time off providing for sufficient employees at all times.

3. The Chief of Police or his/her designee responsible for making duty assignments on the work schedule, shall consider seniority between employees holding the same position in assigning overtime, starting with the top person and continuing to the bottom person but parties recognize that the first responsibility is to schedule tours of duty in the best manner to avoid overtime. A record of overtime hours worked and eight hours for each overtime refused by each person will be kept by the scheduling police officer and the person in that
position with the least combined hours will be called first. This provision on overtime applies to the police officers holding permanent, provisional, and temporary appointments and does not include special police officers who will be called for duty only as permitted in Section 403 of this Agreement.

ARTICLE VII - TIME OFF

01. VACATIONS

1. Employees covered by this Agreement shall earn vacation leave with pay according to the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>up to 10 days</td>
</tr>
<tr>
<td>2nd year - 3rd year</td>
<td>15 days</td>
</tr>
<tr>
<td>4th year - 9th year</td>
<td>20 days</td>
</tr>
<tr>
<td>10th year and after</td>
<td>25 days</td>
</tr>
</tbody>
</table>

2. Vacations shall normally begin following the regular "days off" of the employee.

3. Vacation time must be used in the fiscal year after that in which it is earned, except when it is withheld due to an emergency.

4. Vacation time must be taken in a unit of a full week of 5 working days and 2 days off. However, employees entitled to two (2) weeks or more of vacation in a year may elect to take five (5) days of their earned vacation at one day at a time.

5. The vacation period shall be the fiscal year, from the first of June to the 31st of May. Vacations shall be scheduled by the Department Head of his/her designee, giving preference to employee choice according to rank and seniority, where practicable and where consistent with continued efficient operations.

6. Any employee in the department, covered by the Agreement who is entitled to vacation leave at the time of retirement shall receive the unused earned vacation, including prorated portion based on the current fiscal year, effective 30 days prior to the date of retirement. In the event the employee had unused vacation leave at the time of his/her death, such earned vacation benefits will be paid on the same basis as an employee who is retiring, and will be paid as required by law.

702. HOLIDAYS

1. Each permanent employee of the Police Department during each Fiscal Year of the Village shall receive the day off or equivalent time off for thirteen (13) Holidays including Good Friday, a floating Holiday, the eight provided in Section 971-a of the Unconsolidated laws and the two provided for Veterans in Section 63 of the Public Officer's law, unless he was on sick leave during such holiday. The specific days are listed in Schedule C hereto and made a part of this agreement.

2. Any employee of the Police Department entitled to a leave of absence or equivalent time off for Veteran's Day or Memorial Day under the provisions of Section 63 of the Public Officer's Law has the right to make such election under the foregoing provisions of this
Section. Such employee should advise and obtain the approval of the Chief of Police or the Village Board by the first day of May in the prior fiscal year if he elects to take the actual leave of absence either holiday under Section 63 of the Public Officer’s Law so that an attempt can be made to work such leave into the schedule of the employee’s duty hours.

3. Leave of absence on either actual holiday provided in Section 63 may be denied a qualifying veteran when his/her absence would endanger the public safety or the safety or health within the Village.

4. After the election of any veteran to the choice of time off on either of the two holidays prescribed by Section 63 of the Public Officer’s Law, the choice of time off equivalent to the holidays shall be made by the employees on the basis of their seniority as provided in Section 607 and by the time set forth in Section 504.

5. Credit for each of the thirteen holidays shall be granted to each employee even if the actual holiday happens to fall on one of his/her two days off in a seven day week.

6. Each employee may elect whether to receive compensatory time off or one regular day’s pay for his/her salary bracket for each of the thirteen holidays actually worked, except that four of these actually worked holidays (Christmas, Thanksgiving, Easter, New Years) shall be compensated at one and one-half (1-1/2) the rate of a regular day’s pay. Such election made for each of the thirteen holidays. Such election shall be made for each three months duty schedule period as provided for in subparagraph (d) of this Section. Pay due hereunder shall be paid in the last pay period of the Fiscal year. Employees should give preference to taking compensatory time off wherever possible.

7. Each employee who shall elect to take compensatory time off for holidays worked shall notify the Chief of Police or designee responsible for the duty schedule of his/her first and second choices second choices of such compensatory time off under the provisions of Section 504 and 607 and the employee’s tours of duty shall be scheduled to allow such time off.

8. No pay will be given to an employee for any one of his/her holidays or compensatory time off for a holiday if he/she is not on the job and performing his/her duties for his/her full scheduled work day prior to the holiday and his/her full scheduled work day after the holiday unless excused from such work day for illness or injury.

9. An employee may accumulate his/her holidays during a Fiscal Year.

**703. SICK LEAVE**

1. Each employee who has compiled less than one year of service with the Police Department shall receive, after satisfactorily completing the six month Probationary Period, a sick leave credit of five (5) days.

2. Each employee who has completed at least one year of service with the Police Department shall receive, at the beginning of the Fiscal Year of the Village, a sick leave credit of 65 days plus 3 additional days for each completed year of service up to a maximum credit of 120 days. Sick leave credit shall be non-cumulative except that unused credit in one Fiscal Year may be added to the credit for the next Fiscal Year. An employee shall receive full
pay for the time lost from duty on account of sickness or injury in a Fiscal Year up to the number of days credited to the employee in such Fiscal Year.

3. Such full pay for a day of sick leave shall be based on an eight hour day at the employee’s salary and shall be reduced by the amount of any Workmen’s Compensation or other monetary benefit in lieu of wages that is provided to the employee under insurance carried by the Village if the employee qualifies for the benefit on such sick day. Thus, an employee’s pay for a day of sick leave shall be reduced by the monetary amount of any such benefit and the employee shall repay the Village the part of sick pay the employee received for such day equal to the monetary amount of such benefits the employee received or subsequently receives for such day. The employee shall cooperate with the employer in applying for any such insurance company with any proof or authorization required to establish the claim for such a benefit.

4. Sick leave is to be used strictly for the purpose of illness, except as it is otherwise specifically provided in this section, and is not to be construed in any way as additional vacation time off. Any employee who has had undue or unexplained absences during the Fiscal Year shall not be entitled to sick leave with pay. Any abuse of sick leave may be disciplined by the Village as provided in Section 1007 of the Agreement and the recognized procedure outlined and delineated in the civil Service Law referred to by such section.

5. Every illness or injury shall be reported by the employee to said employee’s superior in person or by telephone. Absence from work without reporting will be construed as absence without permission and without pay.

6. Any employee who is absent due to illness or injury for over seven (7) days may be requested to obtain certification of the illness or injury and care from a doctor before the employee reports back to work. The employee’s immediate superior or supervisor and any other representative of the Village shall have the right to call upon the employee at the employee’s residence if the employee is absent from work due to illness or injury.

7. The Village may require that any employee be examined by a doctor at any time the employee is in need of such examination for the employee’s own good or for the good of the Police Department in the opinion of the Village or the employee’s immediate supervisor. An employee may be dismissed and the employee’s employment terminated by the Village if the employee fails to have such examination when directed to do so by the Village or if the employee fails to obtain and submit to the Village a written certification from a qualified doctor to the effect that the employee is physically and mentally capable of performing the duties of the employee’s job. Any such examination required by the Village shall be paid for by the Village.

704. BEREAVEMENT LEAVE.

1. A regular full time employee who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for the scheduled working hours missed, up to 3 working days, following the death. All benefits under this section shall cease at the end of the day following the day upon which the funeral services, or the like, were held. Not more than eight (8) hours per day of any
twenty four (24) hours for any period will be paid under the provisions of this sub-section. Time off with pay as provided in this sub-section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined as follows: Spouse; child; grandchild; parent; and grandparent of the employee or of his/her spouse; and; brother and sister of the employee. Child and grandchild shall mean natural, adopted, and step-child or grandchild.

2. A regular full time employee who is excused from work because of death of a distant relative, as defined below, shall be paid his/her regular rate of pay for the scheduled working hours missed during the first twenty four (24) hours following the death of such distant relative, but for not more than eight working hours. Distant relative is defined to mean brother-in-law, sister-in-law, nephew, niece, aunt, uncle.

ARTICLE VIII - EMPLOYEE BENEFITS

01. WORKMEN'S COMPENSATION

The Village shall carry an insurance policy which provides those benefits to the employees in the event of an accident on the job or of sickness due to employment as they are prescribed by the Workmen's Compensation Law of the State of New York.

02. HEALTH INSURANCE

The Village shall provide health insurance which shall remain effective through all periods covered by this contract. Said coverage shall include basic medical, major medical, vision, dental and prescription drug coverage. The Village reserves the right to change providers of health, vision, dental and/or prescription drug coverage, provided that any changes result in a benefit plan that is equal to or better than the benefit plan then currently being offered to employees of the County of Chemung.

802(a). HEALTH INSURANCE

The Village shall pay sixty (60%) of the health insurance premiums of present retirees of the Elmira Heights Police Department for individual or family coverage, as applicable. For the purpose of this section, a present retiree shall refer to any retired member of the Elmira Heights Police Department, regardless of whether he or she is paying for coverage at the time of this agreement.

802(b). HEALTH INSURANCE

The Village shall pay sixty (60) percent of health insurance premiums for individual or family coverage, as applicable, for any and all current members of the Elmira Heights Police Department retiring on or before May 31, 2007.

802(c). EMPLOYEE CONTRIBUTION

Each employee shall contribute the sum of Six Hundred Fifty Dollars ($650.00) per year 2005, Seven Hundred ($700.00) per year 2006, and Seven Hundred Fifty Dollars ($750.00) per year 2007 towards the cost of health insurance benefits provided by the Village.

803. LIFE INSURANCE

The existing insurance contract with the Prudential Insurance Company which provides life insurance benefits to the employees shall be retained by the Village unless it should substitute, therefore, some other life insurance policy which provided benefits to the employees which are at least as good as, or better than, those provided by the existing policy. The Village shall pay 60% of the entire cost, the premium, of such policy with 40% contributions or charge to, the employees for such premium. The accidental Death Benefit Law, Section 208-b of the General Municipal Law of the State of New York, which is entitled, Death benefits for Beneficiaries of certain Police Officers and Firemen, shall not apply to any employee covered by this Agreement so long as the Village retains and contributes toward a life insurance policy which provides benefits to the employees that are equivalent to, or better than, those benefits of Section 208-b of the General Municipal Law of the State of New York.
The Village shall continue its contributions of not in excess of 5% of an employee’s gross pay to the New York State Policemen’s and Firemen’s Retirement System towards the existing “55 YEAR LAN” provided in the Retirement and Social Security Law. The Village will, in lieu of such 55 Year Plan, permit a permanent or otherwise eligible employee to elect any one of the following non-contributory retirement plans under such Retirement and Social Security Law.

1. Section 375-g Career Retirement Plan called: “25 Year Career Plan”
2. Section 384-a Optional Retirement Plan called: “Special 25 Year Plan”
3. Section 384-d Optional Retirement Plan called: “Special 20 Year Plan”
4. Section 302(9) (d) “Final Average Salary”

A new employee who does not qualify for any of these plans shall be allowed to join such other plan available to him as gives him benefits as close to, but not exceeding the benefits of the four aforementioned plans.

Attention of the employee is drawn to the relative benefits of each plan and to the requirements of each, especially that there are time limits on when an employee can do certain things regarding the special Plan under the laws and rules of the Retirement system, and this inclusion is not intended to change the laws and rules of the Retirement System, which should be contacted by an employee who has a question or is concerning any of his options, elections, or other rights regarding the Retirement System.

805. CLOTHING AND EQUIPMENT

1. Permanent Personnel. Each new employee who receives a permanent appointment to the Police Department will be furnished with the items of clothing and equipment listed under “Permanent Equipment” on schedule D, hereto attached and made part of this Agreement, at the expense of the Village. Furthermore, the Village will allocate a Clothing and Equipment Allowance annually to replace said equipment and clothing as needed for all permanent employees.

2. Part-Timer/Part-Time Patrolman. Each new employee appointed as a Patrol/Part-Time Patrolman shall be issued such clothing and equipment as is required for the attendance at Basic Police Training, and is otherwise determined to be required by the Chief of Police.

3. Department. The Village has or will procure for the use of the Police Department the items of clothing and equipment listed under “Department Equipment” on Schedule D, hereto attached and made part of this Agreement, at the expense of the Village.

4. Uniform Cleaning Allowance. The Village shall pay to each compensated member of the Association a clothing allowance based upon the following schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2005</td>
<td>$500.00</td>
</tr>
<tr>
<td>December 1, 2005</td>
<td>$500.00</td>
</tr>
<tr>
<td>June 1, 2006</td>
<td>$500.00</td>
</tr>
<tr>
<td>December 1, 2006</td>
<td>$500.00</td>
</tr>
<tr>
<td>June 1, 2007</td>
<td>$500.00</td>
</tr>
<tr>
<td>December 1, 2007</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

806. SEPARATION PAY.

Upon separation from employment, an employee covered by this Agreement, if he/she shall have at
ast 60 days prior thereto notified the Chief of Police and Mayor in writing of his/her intention, shall be
paid on the effective date of such separation for all sick leave days standing to his credit at that time, or
ree and three quarter days (3.75) for each year of service in employment covered by this Agreement,
whichever shall result in the higher amount, limited to a maximum of seventy (75) days.

ARTICLE IX - APPOINTMENTS AND PROMOTIONS

01. RESIDENCE REQUIREMENT.
   The residence requirements for permanent appointment to a position of the Elmira Heights Police
   Department shall be within Chemung County.

02. PERSONNEL REQUIREMENTS.
   Requirement for provisional or permanent appointment to the Police Department of the Village as a
   police Officer shall be in the competitive class of Civil Service and as set forth in Section 58 of the Civil
   Service Law.

03. APPOINTMENTS.
   The Mayor or Village board as provided in the Village Law shall make all permanent appointments,
   promotions, suspensions, reductions, and dismissals in the Village Police Department and they shall be in
   accordance or compliance with the Civil Service Law of the State of New York when it specifically
   applies. The Village will use the up-to-date Civil Service List provided by the County. The County list
   should be renewed every two years.

04. TRAINING.
   New York State Law forbids permanent appointment of any person as a police officer, or
   promotion of any police officer to a first line supervisory position unless he/she undergoes training
   approved by the Municipal Police Training Council.

05. CIVIL SERVICE.
   No new employee shall be permanently appointed a member in a competitive position of the Village
   police force unless he shall have passed an examination held by the appropriate Civil service Commission,
   and unless at the time of his appointment his/her name shall be on the eligible list of such civil Service
   Commission.

ARTICLE X - RECIPROCAL RIGHTS

1001. REPRESENT.
   The Village recognizes the right of the police officer to designate representatives of the Elmira
   Heights Police Benevolent Association, Inc., to negotiate collectively in their behalf to discuss salaries,
   wages, hours, and other terms and conditions of employment, the administration of grievances and
   disputes as to the terms and conditions of this contract.

1002. RELEASE TIME.
   The members of the PBA who are elected to negotiate with the Village for the employees
   represented by the PBA will be permitted time off for this purpose for the time of actual negotiations.
   This means if negotiations are to be held on any given day, these men/women will be excused from work
   for the actual time of negotiations.

1003. ACCESS.
   A duly authorized representative of the PBA, designated in writing, after reporting to the office of the
Department Head, shall be admitted to the premises for the purpose assisting in adjustment of grievances and for restigation of complaints that the contract is being breached. Upon request, the PBA representative shall state the purpose of his visit except in an emergency, at least four (4) hours advance notice must be given. Such visit shall not be permitted to interfere with, hamper, or obstruct normal operations. The Village shall not be liable for any time lost by employees during such visits.

04. CONFERENCE.

Employees who are designated to represent the PBA shall have off the time to attend statewide conventions and meetings of the Police Conference of New York, Inc., in pursuit of their obligations as officers and delegates of the bargaining unit herein. Not more than two (2) police officers will be off duty to attend the conventions and monthly meetings of the state conference and the International Police Conference, Inc. The Village shall not be liable to pay the representative of the unit for more than 25 eight-hour working days in the Village Fiscal Year for such attendance.

05. TIME OFF FOR PBA PRESIDENT.

The Chief of Police or officer responsible for the schedule will make every effort to schedule the President of the Elmira Heights PBA, Inc., so that he is off duty the time needed to attend the important events on the PBA schedule, and the PBA will give him a written list of these events by May 1st, subject to change.

06. TIME OFF FOR GRIEVANCES.

The members who are elected to handle grievances shall be granted time off by the Village for the purpose of adjusting grievances or assisting in the administration of this contract. One member may be permitted time during his actual tour of duty if the grievance arises at that time.

07. MANAGEMENT RESPONSIBILITY.

It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency, is solely a responsibility of the Village. Accordingly, the Village retains the rights to, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge, for just cause, assign, promote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty according to recognized procedure outlined and delineated in the civil Service law; decide the number and location of the facilities, stations, determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, and tool equipment, methods, schedules of work, together with selection, procurement, designing engineering and the control of equipment and materials; purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not inconsistent with this Agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

1101. A "GRIEVANCE" is any dispute concerning the interpretation or application of the terms of this contract, or the rights claimed to exist thereunder, and all grievances shall be processed in accordance with the following procedure. This procedure is not intended to supersede the provisions of section 75 of the Civil Service Law, which shall govern whenever applicable.

1102. WHENEVER AN EMPLOYEE (or group of employees) has a grievance, it may be presented to the chief of Police by the employee, or by his PBA representative, or by both. The parties shall make an earnest effort to resolve the grievance at this state.

1103. IF THE GRIEVANCE is not resolved within five (5) calendar days from the date of its presentation to the Chief of Police, the employee or his PBA representative may present the grievance in written form to the Mayor or his designate representative. The parties shall meet within a reasonable time thereafter, and attempt to resolve the grievance.
04. **If the Grievance** is not resolved within fourteen (14) calendar days from the
time of its presentation to the Mayor, either party shall have the right to proceed to arbitration by filing a “Demand for
Arbitration” with the American Arbitration Association.

05. **The Arbitrator Shall.** During the arbitration procedure, both parties will be bound by the rules of the
American Arbitration Association. The decision of the arbitrator shall be final and binding.

106. **The Arbitrator Shall.** have no power to add to, subtract from, or modify any of
the terms of this contract.

007. **The Cost of Arbitration Shall** be shared equally by the two parties to
this contract. Such shared cost shall include any arbitrator’s fee or other mutual expense but
shall not include the respective fees and other expenses of either party.

1108. **The Result or Determination of Each Grievance Shall** be set
forth in a written report with one copy filed with the Village Clerk and one copy filed with the
PBA.

**ARTICLE XII - APPLICATION**

1201. **Saving.**
If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of
competent jurisdiction, or if compliance with enforcement of any article or section shall be restrained by such tribunal,
the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective
negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

1202. **Amendment.**
This agreement shall be subject to amendment at any time by mutual consent of the parties if any such amendme
is reduced to writing and executed by the parties hereto.

1203. **Legislative Action.**
It is agreed to 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 thereof, shall not become effecti
until the appropriate legislative body has given approval.
34. WHOLE AGREEMENT.

The foregoing agreement together with the Schedules referred to therein constitute the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

IN WITNESS WHEREOF, on this th day of June, 2005, the parties hereto have caused this Agreement to be executed by duly authorized Representatives.

ILLAGE OF ELMIRA HEIGHTS

By

Its Mayor

ELMIRA HEIGHTS POLICE BENEVOLENT ASSOCIATION, INC

By

Its President
SCHEDULE "A"  TRAINING COURSES AND EXERCISES

<table>
<thead>
<tr>
<th>COURSE</th>
<th>PERMISSIVE</th>
<th>MANDATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Training Course</td>
<td></td>
<td>Yes. Ex. Law S484</td>
</tr>
<tr>
<td>Within 12 months of Permanent Appointment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate Training Course</td>
<td>Ex. Law S484</td>
<td>No</td>
</tr>
<tr>
<td>Course in Police Supervision</td>
<td></td>
<td>Yes Ex. Law S484</td>
</tr>
<tr>
<td>Police Seminar</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Police Schools Sponsored</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>By the Federal Govt.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College Courses Sponsored</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>By The Federal Govt.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Police Training Schools</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Firearm Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Every two months, each officer will qualify</td>
<td></td>
<td></td>
</tr>
<tr>
<td>with his department issued sidearm and shall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>fire eight rounds from a department shotgun.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All shall be under the supervision of a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>range officer appointed by the Chief of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Village shall furnish shotgun ammunition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and either ammunition or reloading material</td>
<td></td>
<td></td>
</tr>
<tr>
<td>for the sidearm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Method and targets may change from time to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On the Job Training</td>
<td></td>
<td>As Directed</td>
</tr>
<tr>
<td>Training films for police will be used at</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the discretion of the Chief</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

-22-
SCHEDULE B

SALARY SCHEDULE

<table>
<thead>
<tr>
<th>YEAR</th>
<th>START</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>7th</th>
<th>12th</th>
<th>17th</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005-2006</td>
<td>33,716</td>
<td>35,611</td>
<td>37,614</td>
<td>41,942</td>
<td>42,564</td>
<td>44,699</td>
<td>45,593</td>
<td>46,786</td>
</tr>
<tr>
<td>2006-2007</td>
<td>34,728</td>
<td>36,680</td>
<td>38,742</td>
<td>43,200</td>
<td>43,841</td>
<td>46,040</td>
<td>46,961</td>
<td>48,190</td>
</tr>
<tr>
<td>2007-2008</td>
<td>35,570</td>
<td>37,780</td>
<td>39,904</td>
<td>44,496</td>
<td>45,156</td>
<td>47,421</td>
<td>48,370</td>
<td>49,636</td>
</tr>
</tbody>
</table>

SCHEDULE C

POLICE HOLIDAYS

Unconsolidated Laws, Section 971-a

(1) New Year’s Day
(2) Lincoln’s Birthday
(3) Washington’s Birthday
(4) Independence Day
(5) Labor Day
(6) Columbus Day
(7) Thanksgiving day
(8) Christmas Day

Public Officers Law Section 63

(9) Memorial Day
(10) Veteran’s Day

Extra By Contract

(11) Good Friday
(12) Floating Holiday
(13) Martin Luther King Day
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badge, Coat</td>
<td>1</td>
</tr>
<tr>
<td>Badge, Hat Class (A)</td>
<td>1</td>
</tr>
<tr>
<td>Badge, Pocket &amp; Leather Case</td>
<td>1</td>
</tr>
<tr>
<td>Badge Uniform</td>
<td>1</td>
</tr>
<tr>
<td>Belt Duty, (Sam Brown)</td>
<td>1</td>
</tr>
<tr>
<td>Belt, Pant</td>
<td>1</td>
</tr>
<tr>
<td>Magazine Holder (ammunition) Leather</td>
<td>1</td>
</tr>
<tr>
<td>Cap, Police Summer/Baseball</td>
<td>1</td>
</tr>
<tr>
<td>Cap, Police, Winter (Class A)</td>
<td>1</td>
</tr>
<tr>
<td>Collar Brass, Silver Ptlm, gold sgt. “EH”</td>
<td>1</td>
</tr>
<tr>
<td>Collar Brass, silver Ptlm, gold sgt. “PD”</td>
<td>1</td>
</tr>
<tr>
<td>Gloves, Pair/Leather</td>
<td>1</td>
</tr>
<tr>
<td>Handcuffs, Set w/key</td>
<td>2</td>
</tr>
<tr>
<td>Handcuffs, case Leather</td>
<td>2</td>
</tr>
<tr>
<td>Holster, Department Issued Sidearm/Leather</td>
<td>1</td>
</tr>
<tr>
<td>Jacket, Summer/Winter Combination Coat</td>
<td>1</td>
</tr>
<tr>
<td>OC Spray, Canister (valid, not expired)</td>
<td>1</td>
</tr>
<tr>
<td>OC, Spray Holder</td>
<td>1</td>
</tr>
<tr>
<td>OC, Spray Holder Leather</td>
<td>1</td>
</tr>
<tr>
<td>Nameplate</td>
<td>1</td>
</tr>
<tr>
<td>Necktie, clip on (Black)</td>
<td>1</td>
</tr>
<tr>
<td>Raincoat, Police (Black/reversible orange/reflective)</td>
<td>1</td>
</tr>
<tr>
<td>Raincoat, Police Cap Cover (Black)</td>
<td>1</td>
</tr>
<tr>
<td>Shirt, Police, Uniform Long Sleeve (Blue)</td>
<td>4</td>
</tr>
<tr>
<td>Shirt, Police, Uniform Short Sleeve (Blue)</td>
<td>4</td>
</tr>
<tr>
<td>Pant, Police, Uniform (Blue)</td>
<td>4</td>
</tr>
<tr>
<td>Tie Clip, silver Ptlm, gold sgt.</td>
<td>1</td>
</tr>
<tr>
<td>Patches, Flag</td>
<td>9</td>
</tr>
<tr>
<td>Patches, Shoulder</td>
<td>9</td>
</tr>
<tr>
<td>Stripes, Sgt. (set 2)</td>
<td>9</td>
</tr>
<tr>
<td>Footwear (officer’s choice) (Black)</td>
<td>1</td>
</tr>
<tr>
<td>Belt Keepers w/hidden cuff keys (leather)</td>
<td>4</td>
</tr>
<tr>
<td>Flashlight, Holder/D-Ring (Leather)</td>
<td>1</td>
</tr>
<tr>
<td>Turtlenecks, “EHPD” (blue)</td>
<td>3</td>
</tr>
</tbody>
</table>
Department Equipment (D(2))

a. Three Police cars. Each Village police car used by the department will be inspected at least once every month for those items on the State Inspection list. Patrol cars with tires that have less than 2/32 inch of tread will not be used and will be replaced upon written notice of the Chief of Police or his designee. Any police officer assigned to operate a police car will give the chief or his designee written notice of safety defects that he/she detects in the car and the Village will take all reasonable steps to repair such defects.

b. All other department issued equipment will be updated, replaced, repaired as needed. Any police officer that detects and defects in any department issued items shall give written notice to the Chief or his designee and the Village will take all reasonable steps to repair such defects.

c. All items listed on Schedule D (1) will be provided to each officer upon his/her appointment. Every year hereafter each officer will be allotted a bank amount of $300.00 to purchase any equipment he/she deems necessary to perform his/her duties. The said money, if not used at the end of each fiscal year will become the Village’s and cannot be carried over year to year.

d. Each officer will be provided with a bulletproof vest, which will include interior and exterior carriers. The bulletproof vest will be purchased out of the Elmira Heights Police Department’s budget and will be replaced upon expiration.

1. Two Police Cars

Each Village Police car used by the Department will be inspected at least every three months for those items on the State Inspection list and for the exhaust system. Tires will not be used with less than 2/32 inch of tread. Any police Officer assigned to operate a patrol car will give the chief written notice of safety defects he/she detects in the car and the Village will take all reasonable steps to repair such safety defects.

2. Photographic Equipment

At present, the Village has one camera and certain other photographic equipment to be used by the Officers at the discretion of the Chief in the course of their investigations. The Chief will evaluate the need and recommend to the Village board for items to be eliminated, retained, replaced, or added to the photographic equipment.