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Fishkill, Village Of And Village Of
Fishkill Pba

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**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

FEB 20 2001

CONCILIATION

AGREEMENT

BY AND BETWEEN

VILLAGE OF FISHKILL

and

VILLAGE OF FISHKILL POLICE
BENEVOLENT ASSOCIATION

June 1, 2000 - May 31, 2003

(845) 566-4066
Anthony Solfaro

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THIS AGREEMENT, is made and entered into on the day of ,
by and between the Village of Fishkill (hereinafter referred to as the "Village"), located at
Main Street, Van Wyck Hall, Fishkill, New York 12524 and the Village of Fishkill Police
Benevolent Association (hereinafter referred to as the "PBA") located at P.O. Box 7,
Fishkill, New York 12524.

I. INTENT OF THE PARTIES

It is the intent and purpose of the parties hereto, to comply with the statutory requirements
as set forth in the Public Employees' Fair Employment Act found in the Civil Service
Law of the State of New York (commonly referred to as the "Taylor Law"). The purpose
of this Agreement between the Village and the PBA is further to set forth the terms and
conditions of employment of the members of the bargaining unit represented by the PBA.

II. RECOGNITION

The Village and PBA agree and acknowledge that the Village has recognized the Village
of Fishkill Police Benevolent Association as the employee organization and bargaining
agent for all part-time police officer employees of the Village with the exclusion of
Lieutenants and the Chief of Police.

III. NO STRIKE CLAUSE

The PBA affirms on behalf of itself and its bargaining unit members that it does not assert
the right, nor possess the right, to engage in a strike against the Village, and that it shall
not cause, instigate, encourage or condone a strike.

IV. UNION DUES CHECK-OFF

The Village shall deduct from the wages of all employees covered by the Agreement, the
initiation fee and dues as the PBA may prescribe, and agrees to remit same to said PBA;
all such deductions shall be made prior to the end of the following month for which such
deductions are made. Written authorization by the employee(s) is to be furnished in the
form approved by the Village.

V. AGENCY SHOP

Under the Taylor Law, membership in this PBA is not compulsory. Employees have the
right to join, not maintain or drop their membership in this PBA. Neither party shall exert
any pressure on, or discriminate against, an employee(s) as regards such matters. The
PBA is required, under this Agreement, to represent all of the employees in the

bargaining unit fairly and equally without regard to PBA membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members of the PBA. This Agreement has been executed by the Village after the Public Employment Relations Board has certified that the PBA is a choice of a majority of the employees in the bargaining unit. Accordingly, it is fair and just that each employee(s) in the bargaining unit is to pay a fair share of the obligations along with the grant of equal benefits contained in this Agreement.

A. Agency Shop Dues

In accordance with the policy set forth above and under this section, all employees shall pay to this PBA an amount of money equal to that paid by other employees in the bargaining unit who are members of the PBA, which shall be limited to an amount of money equal to the PBA's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date, or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following the first date of employment.

VI. SHOP STEWARDS

The Village recognizes the right of the PBA to designate two (2) shop stewards; the authority of the shop stewards so designated by the PBA shall be limited to, and shall not exceed, the following duties and activities.

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall originate with, and are authorized by the PBA or its officers, provided such message and information:
 - a. have been reduced to writing; or
 - b. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments;
 - c. the Village recognizes these limitations upon the authority of the shop stewards and shall not hold the PBA liable for unauthorized acts; and

d. to the extent practicable, the duties of shop stewards shall be carried out during working hours and such activities shall in no way interfere with the performance of services by bargaining unit members for the Village.

VII. RETENTION OF MANAGERIAL PREROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Village, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of conduct of the police officers; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which police operations are conducted; to set the number of hours and shifts to be worked; to expand, reduce, alter, combine, transfer, assign, or cease any job, to control and regulate the use of Village property, vehicles and equipment; to issue, amend and revise policies, rules, regulations and practices. The Village's failure to exercise any right, prerogative, or function hereby reserved to it, or the Village's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Village's right, to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

VIII. MAINTENANCE OF STANDARDS

It is understood that any proposed policy or procedure change affecting the terms and conditions of this Agreement shall not be changed, modified and/or altered without the voluntary, mutual consent of the PBA. Any changes by the Village shall be submitted to the PBA for approval and/or mutual consent.

IX. GRIEVANCE PROCEDURE

1. Grievance Defined:

a. A grievance shall be a claim by any member of the unit or the PBA that a specific term of this Agreement has been violated.

b. Grievances shall be in writing and shall state the name of the grievant(s), the section of the contract which is claimed to have been violated and the redress/remedy sought.

c. Grievances must be initiated in writing within fifteen (15) days of the act complained of, or within fifteen (15) days of the date within which the grievant(s) should reasonably have had knowledge of the complained-of act.

d. Nothing contained herein shall be construed to restrict informal resolution of any grievance. No informal resolution to which the PBA is not a party shall constitute a precedent for either party.

e. Any unit member bringing a grievance may be represented by the PBA, or by a representative of the PBA.

f. The PBA and grievant(s) shall be entitled to attend all steps of this procedure.

g. Steps of the Grievance Procedure:

Step One: Any unit member having a grievance will file it with the Chief of Police either personally or by a representative. The Chief of Police shall have ten (10) business days to respond in writing.

Step Two: If the Chief of Police's response is not satisfactory, the grievant(s) shall have ten (10) business days to submit the matter to the Village Board. The Board shall render a decision within thirty (30) days thereafter.

Step Three: If the PBA is not satisfied with the Board's decision, it shall file a demand for arbitration within thirty (30) days of the receipt of the Board's response. Demand for arbitration shall be filed with the New York State Public Employment Relations Board and all arbitration shall be conducted under the rules and procedures of the New York State Public Employment Relations Board.

h. Arbitration:

The Arbitrator shall not have the power to alter, amend or change any provisions of this Agreement. The decision of the Arbitrator shall be final and binding. The fees and expenses of the Arbitrator shall be equally divided between the parties.

Each party shall pay the expenses and fees of its own representatives or witnesses.

i. Nothing herein shall prevent the PBA and the Police Committee from meeting in an attempt to resolve the grievance.

j. Any time limits herein above mentioned may be extended by mutual consent of both parties in writing for the purpose of gathering further information which may be necessary in the decision making process.

X. SENIORITY

Seniority is determined by:

1. Rank or
2. By date of appointment to rank or previous ranks
3. By date of appointment to the department

Seniority shall be the determining factor in job and/or tour assignments, except that while Thomas Wohlrab is Chief of Police seniority shall be one factor in job and/or tour assignments with final determination to be made by Chief Wohlrab.

XI. INDEMNIFICATION REGARDING FALSE ARREST CLAIMS

The Village shall assume all risks incidental to the operation of the Department and will indemnify any of its employees against damages and legal defense costs for all claims or actions arising from any accident, injury or damage whatsoever to any persons or property arising out of the lawful discharge of the officer's duties, within the scope of his/her employment and such claims or actions brought thereon.

XII. 207c GENERAL MUNICIPAL LAW (Injury/Illness on the Job)

Any police officer who was injured or suffers a duty related illness on the job, shall be paid pursuant to the requirements of Section 207c of the General Municipal Law.

Procedure: An ill or injured police officer's "regular salary or wages" pursuant to General Municipal Law Section 207-c shall be determined by multiplying the ill or injured officer's average hours of work per pay period during the six (6) months immediately preceding the disabling injury or illness by the officer's hourly rate of pay.

Any disputes concerning eligibility for General Municipal Law 207-c benefits or the application of that law, shall be subject to the Grievance Procedure of this Agreement.

XIII. COURT AND ADMINISTRATIVE APPEARANCES, PARADE DUTY AND CALL IN DUTY

Employees shall be paid a minimum of three (3) hours straight time pay for any necessary court and administrative appearances, parade duty, or call in duty to work at times other than their scheduled tours of duty.

XIV. HOLIDAY PAY

An employee shall receive compensation at time and one-half (1.5X) his/her regular rate of hourly pay for any hours, or portions thereof, actually worked on Christmas, Easter, Thanksgiving, New Year's Day, Fourth of July, Labor Day, Presidents' Day and Memorial Day. The phrase "hours actually worked" shall mean hours, or portions thereof, falling within the 24 hour period constituting any such holiday. In the event that an officer is working a special DWI patrol under the County program, on the aforesaid holidays, he/she shall be entitled to only that rate of pay which is set by the County program.

Effective December 25, 2001, police officers who work on Christmas Day shall receive compensation at two times (2X) his/her regular rate of hourly pay for any hours or portions thereof actually worked on those days.

Effective January 1, 2002, police officers who work on New Year's Day shall receive compensation at two times (2X) his/her regular rate of hourly pay for any hours or portions thereof actually worked on those days.

XV. UNIFORMS AND EQUIPMENT

Section 1 - Initial Uniform and Equipment

Upon hire, all employees shall receive and all current employees shall be entitled to the initial uniform and equipment list as set forth herein at no cost to the employee. In the event the Village or Chief of Police require additional uniforms and/or equipment as set forth herein, the Village shall provide, at no cost to the employee, those articles. The Village shall replace all issued uniforms and equipment based on a normal wear and tear basis or destroyed in the line of duty, at no cost to the employee.

Any and all previously issued uniforms and equipment shall be included in the initial inventory as listed below:

- 1 Long sleeve shirt
- 1 Short sleeve shirt
- 1 Pair of pants (all season wear)
- 1 All season jacket (with liner)
- 1 Tie
- 1 Tie clip
- 1 Hat
- 1 Bullet proof vest*
- 1 Shield (for hat)
- 1 Name Tag
- 1 Set of collar brass
- 1 Police shield
- 1 Pepper spray and holder provided upon certification or proof thereof
- 1 Automatic service weapon with sufficient ammunition for maximum capacity
- 1 Black leather service belt
- 1 Black leather double-magazine ammo case
- 1 Black leather handcuff case
- 1 Pair of handcuffs with keys
- 1 Night stick (E.G. PR-24)
- 1 Night stick holder
- 4 Black leather belt keepers
- 3 Department patches and flag shall be included in all uniform articles.

All employees shall receive additional uniforms and equipment as required including after the completion of specialized training and as determined by the Chief of Police, at no cost to them. Any and all such additional uniforms or equipment as required and as determined by the Chief of Police, shall become part of the uniform and equipment issue to existing and new employees. All uniforms and equipment provided to each employee shall be returned upon termination of employment.

XVI. MPTC TRAVEL REIMBURSEMENT

Any employee who enrolls in and attends the standard MPTC training courses shall be reimbursed for travel expense at the rate in conformance with IRS guidelines, upon the submission of vouchers reflecting the date of travel and the mileage to and from the employee's residence and the site of the training course. Such reimbursement shall not

apply in the event that the employee uses a Village or police force vehicle to travel for this purpose.

XVII. VEHICLE MAINTENANCE AND SAFETY

With respect to any new police vehicles, purchased after the date of this Agreement, the Village shall provide vehicles with equipment control devices of uniform location and type, with the exception of trunk opening buttons and radio controls.

The employees shall have the right to form a committee among themselves, of not more than three (3) members, for the purpose of presenting concerns with police vehicle maintenance and safety to the Village Board. The Village Mayor shall make himself/herself available, upon at least two (2) weeks written notice from said committee to be delivered to the Village Clerk, to hear or discuss complaints from the aforesaid committee regarding vehicle maintenance and safety. The Village Mayor shall make every attempt to address and rectify said safety requests with respect to vehicle maintenance and safety. This clause shall allow employees, through said committee, access to the Village Mayor for the purpose of discussion of any problems with respect to vehicle maintenance and safety.

XVIII. SCHEDULING

The Chief of Police and or his designee shall work cooperatively with an appropriate officer of the Department to assign employees to tours of duty on a monthly scheduling basis after obtaining and considering their work hours at their primary jobs for the pertinent month of scheduling. "Seniority" within the department for scheduled tours of duty shall be the deciding factor in assignment, except that while Thomas Wohlrab is Chief of Police seniority shall be one factor in determining scheduled tours of duty with the final determination to be made by Chief Wohlrab.

Failure of officers to work assigned tours of duty, or the switching by employees of tours of duty without prior approval of the Chief of Police, shall be subject to possible disciplinary action by the Village Board. The designation of police force tours of duty, and the number of officers per tour, shall be subject to modification by the Village (contingent upon the operational needs of the Village).

Assignment of officers to non-regular scheduled tours of duty during any month shall be in accordance with the following:

1. The assignment shall be on a rotating basis; a list shall be posted as to whose turn is next.

If an officer scheduled for a regular tour of duty is unable to work that tour due to exigent circumstances, e.g., excused illness, injury or emergency, the Chief of Police and/or designee may hold over any officer (s) working the previous tour, to work the vacant tour of duty, so long as:

a. the hold-over does not conflict with the officer's primary employment schedule. Hold-over time shall be compensated at the rate of time and one-half (1.5) of the officer's hourly wage (for that time period which exceeds eight hours), whenever the officer has worked more than eight consecutive hours.

If unanticipated situations occur, where there is no officer available to hold over from preceding shift of duty or there was no preceding shift of duty, and an officer scheduled for a shift of duty reports inability to work a tour, the Chief of Police or his designee may compel unscheduled officer(s) to report to work that shift so long as:

a. the compelled reporting does not conflict with the officer's primary employment schedule or previously approved periods of excusal from any duty during that month. Officers shall be approached for compelled reporting to duty by the criteria set forth in subparagraph "1" (i.e., on a rotating basis). Documented illness or infirmity of the officer shall be the only excuse (unless otherwise approved) for avoiding compelled reporting to duty.

In the event an employee is working the preceding tour of duty and a vacancy occurs on the following tour of duty, and the employee is unable to be offered the assignment because he is currently on duty, he shall not have his name dropped to the bottom of the list, but rather maintain his position on the list.

2. All tours of duty on Wednesday and Thursday from 6:00 P.M. to 12:00 A.M. shall have two (2) police officers working to their best advantage. On Friday and Saturday, there shall be two (2) police officers working from 6:00 P.M. to 6:00 A.M. the following morning.

XIX. FIREARMS AND IN-SERVICE TRAINING

The Village shall provide each officer fifty (50) rounds of new factory manufactured duty ammunition once yearly, and will provide all ammunition for firearm's qualification

required of officers by the Village (maximum of 100 rounds per officer, per year total).

Any firearms and/or training that is required by the Village (but not mandated by Federal, State or County Law), shall be scheduled during the officer's "on duty" time, and shall be compensated for at the officer's regular rate of pay.

XX. DISCIPLINARY PROCEEDINGS

All employees entitled by law to Civil Service Law, Section 75 and Village Law 8-804 procedures with respect to disciplinary action, shall retain such right. It is understood that "probationary" employees, unless they fall within the special exceptions contained in Section 75 of the Civil Service Law, have no such rights.

XXI. THIRD PARTY EMPLOYMENT IN UNIFORM

Employees may derive income from off-duty service under the employ of third parties and may wear their uniforms for that purpose, in the event that; (a) the site of such off duty work is within the Village of Fishkill, (b) the off duty work is limited to traffic control with the employee performing service on foot, (c) the nature of the proposed off duty service is approved in advance by the Chief of Police or his designee and (d) the request for advance approval is made by the PBA which, in the event of approval, shall designate the specific employee(s) to perform the service under employ of the third party. The parties acknowledge and agree that employees earning supplemental income in this fashion shall not be acting as employees of the Village of Fishkill, but as employees of the third party for such approved uniformed traffic control services. The proposed third party employer's maintenance of acceptable workers' compensation and comprehensive liability insurance covering the acts of its' employees, including traffic control services of Village officers working in uniform under this section, shall be one factor, but not the only permissible factor in the Chief of Police's exercise of advance approvals hereunder.

XXII. RETIREMENT

All members of this bargaining unit shall be covered by the Retirement and Social Security Law or any subsequent amendment thereto under the New York State Policemen's and Firemen's Retirement System. The cost of the aforesaid retirement plan shall be fully funded by the Village.

The Village shall adopt and implement Retirement and Social Security Law Section 384-d prior to March 31, 2001.

XXIII. UNPAID LEAVE OF ABSENCE

An officer shall be granted an unpaid leave of absence for a maximum period of one (1) year upon a showing of reasonable ground for said request. The period of the officer's unpaid leave of absence shall not be included in the calculation of the duration of the officer's employment with the Village or for the purposes of calculating or applying any benefits provided by this contract or practice. Upon return to service, the officer will be placed in the same assignment to the extent practicable and the officer's seniority, for all purposes, will be determined by the amount of seniority said officer had on the day immediately preceding the commencement of the leave of absence. The "reasonableness" of the request for unpaid leave of absence shall be determined by the Police Committee after the applicant has been afforded the opportunity to address the Police Committee and present information in support of his/her request.

XXIV. HOURLY RATE SCHEDULE

	<u>6/1/00</u>	<u>6/1/01</u>	<u>6/1/02</u>
<u>POLICE OFFICER:</u>			
Hire through 1 st Calendar Year	\$10.63/hr	\$11.06/hr	\$11.50/hr
After 1 st Calendar Year	\$11.61/hr	\$12.07/hr	\$12.56/hr
After 3 rd Anniversary	\$12.16/hr	\$12.65/hr	\$13.15/hr
After 5 th Anniversary	\$12.98/hr	\$13.50/hr	\$14.04/hr
After 7 th Anniversary	----	\$14.41/hr	\$15.72/hr
After 9 th Anniversary	----	----	\$16.28/hr

DETECTIVE:

Regular	\$11.94/hr	\$12.42/hr	\$12.91/hr
After 3 rd Anniversary	\$12.49/hr	\$12.99/hr	\$13.51/hr
After 5 th Anniversary	\$13.72/hr	\$14.27/hr	\$14.84/hr
After 7 th Anniversary	----	\$15.30/hr	\$16.21/hr
After 9 th Anniversary	----	----	\$17.00/hr

SERGEANT:

Regular	\$12.28/hr	\$12.77/hr	\$13.28/hr
After 3 rd Anniversary	\$12.83/hr	\$13.34/hr	\$13.88/hr
After 5 th Anniversary	\$13.65/hr	\$14.62/hr	\$15.20/hr
After 7 th Anniversary	----	\$15.65/hr	\$16.56/hr
After 9 th Anniversary	----	----	\$17.35/hr.

To advance to the next step in the above schedule, employees must work a minimum of 288 hours in each of the two (2) preceding years (measured from the employee's date of hire) including a minimum of two special details. Hours worked on special details shall be counted towards the 288 hour minimum.

XXV. OUT OF CLASSIFICATION WORK

Any employee assigned to perform on an emergency and/or temporary basis the duties of a higher classification (i.e., higher rate of pay), shall not receive said higher rate of pay while performing said work, unless and until that employee has worked at least twenty (20) cumulative working days of assignment annually from the date of first assignment to the higher position or at least three (3) consecutive work days in the higher position. Prior to the accumulation of twenty (20) cumulative annual (i.e., in one year) working days of "out of classification" work, the employee shall be paid his/her normal rate of pay except when he/she has worked at least three (3) consecutive work days in the higher position.

XXVI. DURATION OF AGREEMENT

This Agreement shall be and remain in effect for a period of three (3) years, having an effective initial date of June 1, 2000 and an expiration date of May 31, 2003. Said Agreement shall automatically renew itself after its expiration, until a successor Agreement is reached.

XXVII. MODIFICATION OR REVISION

It is understood and agreed that no agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein, shall be made by an employee or group of employees of the Police Department with the Village, and in no case, shall it be binding upon the parties hereto unless made and executed, in writing, between the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the day and year first above written.

VILLAGE OF FISHKILL

VILLAGE OF FISHKILL POLICE
BENEVOLENT ASSOCIATION

By:  _____

JAMES MICCIO, Mayor

By:  _____