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Union: **Police Unit 9252-01, CSEA, AFSCME, AFL-CIO**

Local: **Wyoming County Local 861, 1000**

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AGREEMENT

by and between the



and



Police Unit #9252-01
Wyoming County Local 861

June 1, 2008 - May 31, 2012

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WHEREAS, the VILLAGE OF ARCADE, NEW YORK (hereinafter called Employer), acting pursuant to the Public Employees' Fair Employment Law (Article 14 of the Civil Service Law) as amended, does hereby recognize the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., ARCADE VILLAGE UNIT (hereinafter called CSEA) as the exclusive representative for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of the employees in the following single negotiating unit:

Included: All full-time and part-time police officers of the Village of Arcade as defined by Civil Service Law

Excluded: Members of the General Unit

Chief of Police

Superintendent of Public Works

Village Clerk/Treasurer

Deputy Village Clerk/Treasurer

Department Heads (not Foremen)

1.0 GENERAL

1.1. Coverage

- 1.1.1. This Agreement covers each person who, at any given time, holds any of the positions included in the above-described negotiating unit, including those on a probationary basis.
- 1.1.2. As soon as is reasonably practicable after the signing by both parties of this Agreement, the Employer shall furnish five (5) copies of this Agreement to the CSEA and one copy thereof to each employee. Thereafter, the Employer shall furnish one copy of this Agreement to each new employee at the time of his/her hire or appointment. Additional copies will be provided at CSEA expense.

1.2. Term and Modification

- 1.2.1. The term of this Agreement begins as of 12:01am on June 1, 2008 and continues until midnight on May 31, 2012.
- 1.2.2. Each provision of this Agreement goes into effect when the term begins, and goes out of effect when the term ends, except when this Agreement or an amendment to the Agreement says otherwise.
- 1.2.3. Negotiating Procedure
- a. If either party desires to modify this Agreement it shall give written notice thereof to the other party not later than February 1st of the final year of the term of this Agreement. If no such notice is given by either party, this Agreement shall continue for successive terms of twelve (12) months each, unless either party gives written notice of modification to the other party not later than February 1st of such successive term.
 - b. The Village and the CSEA shall exchange their proposals for modifying this Agreement on a mutually agreeable date.
 - c. The proposals of each party shall be in the form of proposed changes, additions to or deletions from the language of this Agreement, and shall be accompanied by the name, address and telephone number of the party's principal spokesman for negotiations.
 - d. The first negotiations meeting shall be held at a mutually agreeable date, time and place but not later than March 1st of the final year of the term of this Agreement, or successive term, as the case may be.
 - e. Each provision of a new or modified Agreement which has been agreed to by the negotiating teams of both parties, as evidence of such Agreement, shall be reduced to writing, dated with the date upon which Agreement was reached, and initialed by the principal spokesman of each party.

- f. The parties may by mutual consent extend any time limit set forth in this Paragraph 1.2.1 provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

1.3. Amendments and Waivers

- 1.3.1. No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.
- 1.3.2. During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obliged to negotiate or to agree to any proposed amendment.
- 1.3.3. No provision of this Agreement may be waived by implication or by any other means except a written document signed by each party.

1.4. Interpretation

- 1.4.1. Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
 - a. A reference to either gender applies also to the other gender.
 - b. A word used in the singular number applies also in the plural.
 - c. This Agreement speaks as of the time it is being applied.
 - d. Each provision in this Agreement is severable from every other provision.
 - e. Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
 - f. Each lettered appendix referred to in this Agreement (for example, Appendix A) is a part of this Agreement and is incorporated into and made a part of this Agreement by reference.
- 1.4.2. Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:
 - a. Employee means a person covered by this Agreement.
 - b. Party means the CSEA or the Employer.
 - c. Parties means the CSEA and the Employer.
 - d. Agreement means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

e. Village means the Village of Arcade, New York.

1.4.3. No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law.

1.5. Legal Effect

1.5.1. If this Agreement requires a party or a person to do anything that is prohibited by law mandated by higher authority, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.5.2. Unless this Agreement says otherwise, neither party is required to continue any past practice, provided, however, that no employee shall suffer any reduction in his/her wages or economic benefits as a result of the execution of this Agreement unless such wage or benefit is expressly modified by this Agreement.

1.5.3. This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations. All the Agreements which the parties have reached during negotiations are recorded in this Agreement or in Memoranda of Understanding which were signed on or after the date this Agreement was signed. From and after that date, no other document shall constitute a binding commitment between the parties unless it is (a) dated on or after such date and (b) signed by a duly authorized representative of each party.

1.5.4. Unless this Agreement says otherwise, the Employer is not required to provide or guarantee work for any period of time to any employee.

1.5.5. This Agreement supersedes all Village laws, rules, regulations and practices which are inconsistent with any provision of this Agreement, except such laws, rules, regulations and practices as are mandated by law of higher authority. The Employer shall take the steps necessary to rescind or discontinue any such inconsistent law, rule, regulation or practice of the Village.

1.5.6. If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is declared by a court of last resort to be unlawful, the parties shall meet promptly to negotiate necessary amendments to this Agreement, limited to the subject matter of the invalid provision, to the extent that they may lawfully do so.

2.0 CSEA-EMPLOYER RELATIONS

2.1. Management Rights

2.1.1. The CSEA recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including, but not limited to, the following rights except as this Agreement expressly

provides otherwise: to select, hire and promote employees; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; to transfer employees from one job classification, or assignment to another; to demote, suspend, discharge and discipline employees for just cause; to train employees and require their participation in training programs; to subcontract work; to assign, supervise and direct employees in their work; to determine the work to be done; to lay off employees and to adjust the size of the working force; and to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property.

2.2. CSEA Membership

2.2.1. The Employer must not interfere with the right of an employee to become or to remain a member in the CSEA.

2.2.2. The CSEA must not interfere with the right of an employee to refuse to become or to remain a member of the CSEA.

2.3. CSEA Representation and Activity

2.3.1. The Employer shall permit a non-employee representative of the Civil Service Employees Association to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance or administering this Agreement. Before conferring with an employee, the Association representative shall make his/her presence and the purpose of his/her visit known to the Superintendent of Public Works of the Village Clerk/Treasurer. The Association representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employees.

2.3.2. For the purpose of investigating and processing grievances there shall be one Grievance Representative who shall be designated by the CSEA. The CSEA must give official notice to the Employer of the name of the Grievance Representative and of each officer of the Arcade Unit of the CSEA not later than the fifth (5th) working day after his/her designation.

2.3.3. A Grievance Representative may investigate grievances and present them to the Employer without loss of time or pay; provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay.

2.3.4. A Grievance Representative must obtain the permission of the Chief of Police before leaving his/her assigned duties to handle a particular grievance. The Chief of Police may refuse for a reasonable period of time to permit the Grievance Representative to leave his/her assigned duties if his/her leaving would interfere unreasonably with the performance of his/her duties or with the performance of the duties assigned to other employees. A Grievance Representative must report back to the Chief of Police before returning to his/her assigned duties.

2.3.5. No CSEA meeting shall be held on the Employer's property at any time, except if the Employer consents thereto in writing. Consent shall not be unreasonably withheld.

- 2.3.6. The Village shall make a total of five (5) personal days of paid leave available to the Unit each year of this Agreement which can be used by employees designated in writing by the Unit President to attend to CSEA business or to attend CSEA meetings on not less than ten (10) working days advance notice. These five (5) personal days shall be in addition to the Union release time contained in any other Paragraph of this Section 2.3.
- 2.3.7. On the thirtieth (30th) day after the effective date of this Agreement and semi-annually thereafter, the Village shall give to the CSEA Village of Arcade Unit President a list of all employees then in the Unit showing the employee's name, home address, social security number, payroll number, job title, insurance deduction and date of last hire. Each month the Village shall give to the CSEA Village of Arcade Unit President a list of (1) all new employees who began work the previous month showing the employee's name, home address, social security number, payroll number, job title, and date of hire (2) the name and date of termination of all employees whose employment ended the previous month.
- 2.4. Bulletin Boards
- 2.4.1. The Employer will place a suitable bulletin board for the exclusive use of the CSEA in a convenient place in each of the following buildings:
- a. Police Department
- 2.4.2. The CSEA may post signed announcements of CSEA meetings, CSEA elections, CSEA social events, changes of CSEA officers, deaths and illnesses on the bulletin board. All other material must be approved by the mayor before it can be posted.
- 2.4.3. The CSEA shall limit its postings of announcements and other material to the bulletin boards.
- 2.5. Official Notice
- 2.5.1. Giving official notice to the Employer means giving notice in writing to the Mayor by presenting it either in person or by mail addressed to the Mayor at the Village office, 17 Church St., Arcade, NY.
- 2.5.2. Giving official notice to the CSEA means giving notice in writing to the President of the Arcade Police Unit of the Civil Service Employees Association in person or by letter addressed to him at his/her most recent address shown on the Employer's records.
- 2.6. CSEA Membership Dues Deduction
- 2.6.1. Pursuant to the Public Employee's Fair Employment Law (Article 14 of the Civil Service Law), the Employer shall deduct CSEA membership dues from the pay of each employee who has presented to the Village Clerk/Treasurer a dues deduction authorization card signed by him. Dues deduction authorization card forms must be provided by the CSEA.

- 2.6.2. Not later than the fifth (5th) working day following the effective date of this Agreement, the CSEA shall give the Employer official notice of the amount of the bi-weekly dues to be deducted. If the amount of bi-weekly dues is thereafter changed, deduction of the new amount shall begin in the second payroll period following the payroll period during which the Employer received official notice from the CSEA of the new amount.
- 2.6.3. Deductions for an individual employee shall begin in the second pay period following the payroll period during which the employee's signed dues deduction authorization card was received by the Employer. Deductions shall be made bi-weekly.
- 2.6.4. Deductions for an individual employee shall continue to be made until and including the payroll period during which the Employer has received from the employee a written statement signed by him revoking his/her dues deduction authorization card.
- 2.6.5. As long as such an arrangement is lawful, the Village will deduct an agency fee on a bi-weekly basis from the pay of certain employees as specified in the following conditions:
- a. The amount of the bi-weekly deduction will be no more than the then current amount of bi-weekly dues deducted under Paragraph 2.6.2 of this Agreement. The CSEA shall give the Employer official notice of the amount of the bi-weekly agency fee to be deducted and changes in that amount in the same manner as it notifies the Employer of the amount of dues and changes in the amount of dues under said Paragraph 2.6.2.
 - b. This agency fee provision applies only to:
 - (1) Employees hired by the Employer on or after June 1, 1981, and
 - (2) Employees of the Employer in positions covered by this Agreement who were members of the CSEA on April 1, 1981 and who thereafter revoked their dues deduction authorization in accordance with Paragraph 2.6.4 of this Agreement.
 - c. Deductions of the agency fee will begin no earlier than the second pay period following the payroll period during which the Employer receives official notice from the CSEA that such deduction is to begin. It is understood that the Employer will advise the Local Unit of the CSEA when a new person is employed in a position covered by this Agreement.
- 2.6.6. Not later than the fifteenth (15th) calendar day of each month, the Employer shall deliver or mail to the Treasurer of the CSEA all dues and agency fees deducted during the preceding calendar month together with a list of the employees for whom deductions were made.
- 2.6.7. The CSEA will indemnify the Employer and hold it harmless against any and all suits, claims and liabilities arising out of any action taken, or not taken by the Employer in complying with the provisions of this Section 2.6.

3.0 GRIEVANCES

3.1. General

- 3.1.1. A grievance can be submitted, on the form shown in Appendix A, with respect to any act or failure to act of the Village which violates or misapplies a provision of this Agreement. Grievance forms shall be provided by the Employer.
- 3.1.2. A grievant is an employee who has a grievance, or the CSEA in cases of group grievances involving several employees. In case of a group grievance, all those who are participating in the grievance must sign the grievance form.
- 3.1.3. No grievance may be submitted with respect to any matter which law mandated by higher authority requires to be handled by some procedure other than the Grievance Procedure provided in this Agreement.
- 3.1.4. As used in this Article 3 supervisor means Chief of Police or Village Clerk/Treasurer depending on which of these persons an employee reports to. If either the Chief of Police or Village Clerk/Treasurer is absent, the other shall substitute for him/her.

3.2. Grievance Procedures

- 3.2.1. Step 1 - Before submitting a written grievance, a grievant who is an employee must discuss the problem with his/her supervisor in an attempt to resolve it informally, not later than the third (3rd) working day after the date of the occurrence out of which the grievance arose. The employee shall initiate the discussion by clearly stating that the discussion is a grievance. If the matter is not resolved informally a grievant may submit a written grievance to his/her supervisor provided he/she does so not later than the second (2nd) working day after the date of the informal discussion. If the grievant is the CSEA, it may submit a written grievance to the appropriate supervisor provided it does so not later than the third (3rd) working day after the date of the occurrence out of which the grievance arose. A meeting between the grievant and the appropriate supervisor shall be held to discuss the grievance if either requests it. The supervisor shall give a written answer to the grievant not later than the fifth (5th) working day after the day on which the grievance was presented to him.
- 3.2.2. Step 2 - If the grievant is not satisfied with the answer at Step 1, or does not receive a timely Step 1 response, the grievant may appeal in writing to the Mayor, providing he/she does so within five (5) working days of the day on which the Step 1 answer was given due. The Mayor will meet with the grievant and his/her representative, if any, not later than the fifth (5th) working day after the day on which the written grievance was presented to him. Not later than the twentieth (20th) working day after the day on which that meeting takes place, the Mayor shall present the grievant his/her written decision on the grievance.

- 3.2.3. Step 3 - Arbitration - If the Association is not satisfied with the answer at Step 2, or does not receive a timely Step 2 response, it may submit the grievance to arbitration. To submit a grievance to arbitration the Association must, within ten (10) working days of the Step 2 answer, or the due date thereof if a timely answer was not provided, send a letter to the New York State Public Employment Relations Board (PERB) with a copy to the Mayor. The letter shall specifically identify the grievance to be submitted and shall request PERB to send the Mayor and Association a list of the names of seven (7) arbitrators. Within ten (10) working days of the day on which it receives its copy of the list, each party will return its copy to PERB with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If PERB determines that no mutually acceptable arbitrator has been selected by the parties it shall send each party a second list of seven (7) names and the parties shall follow the selection process as set forth by PERB.
- 3.2.4. The time of the arbitration hearing shall be mutually agreed upon by the parties and the arbitrator.
- 3.2.5. The arbitrator's decision shall be final and binding on the parties and the employees.
- 3.2.6. The arbitrator shall hear the grievance presented, if it is arbitrable, and determine whether this Agreement has been violated or misapplied as alleged in the grievance. The arbitrator may not consider any substantive issue raised for the first time in arbitration. The issue of arbitrability may be decided in one of three ways: by court action; or where the court defers to the arbitral process, by the arbitrator; or where no court action was initiated, by the arbitrator. In making a decision, the arbitrator shall interpret and apply the provisions of this Agreement, but he/she shall not add thereto or subtract therefrom. The arbitrator may award an appropriate remedy under law for any such violation or misapplication and in doing so may consider the remedy sought by the grievant. In disciplinary cases, the arbitrator shall not exceed the penalty sought by the Employer.
- 3.2.7. One-half (1/2) the fees and expenses of the arbitrator shall be paid by each party, except that if the arbitrator charges a fee for an adjourned hearing, the party which sought the adjournment shall pay the fee, and if either party desires a verbatim transcript of the proceedings, it shall cause the same to be made, shall furnish a copy thereof to the arbitrator and to the other party, and shall pay for the same. If both parties desire such a transcript, they shall share the cost of the arbitrator's copy and shall each pay for its own copy. All other expenses incident to the arbitration, including the compensation of witnesses, must be paid by the party which incurred them.
- 3.2.8. No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance, except that two or more grievances arising out of the same matter, but submitted by different employees, shall be heard by the same arbitrator in the same arbitration proceeding.

3.3. Time Limits

- 3.3.1. In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and holidays provided in Article 8 of this Agreement.
- 3.3.2. The time limits set forth in this Article 3 must be strictly adhered to by both parties and the employees. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the Employer. If the Employer fails to answer a grievance within the time limit set forth, the grievant may move the grievance to the next step as though the grievance had been answered on the last day of the time limit period. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.
- 3.3.3. The purpose of this grievance procedure is to provide an exclusive method for resolving violations and misapplications of this Agreement. The same act or failure to act of the Village which may be a violation or misapplication of this Agreement may also be a violation or misapplication of a law, rule or regulation. In such situations, the potential grievant must decide between submitting a grievance and starting a proceeding before a judicial, administrative or legislative body or person because it is agreed that:
- a. Submitting a grievance bars the employee and the CSEA from then or later pursuing the same act or failure to act of the Village before any judicial, administrative or legislative body or person.
 - b. Starting a proceeding of any kind before any judicial, administrative or legislative body or person bars the employee and the CSEA from then or later pursuing the same act or failure to act of the Village in this grievance procedure.

The purpose of this Paragraph 3.3.3 is to avoid, to the greatest extent possible, having the same act or failure to act of the Village tried in more than one forum even though such act or failure to act otherwise could be the subject of multiple proceedings before different forums which may have different remedies available.

If the Employer has made a unilateral change in terms and conditions of employment, this Paragraph 3.3.3 shall not be deemed to be a waiver of the right of the CSEA to negotiate concerning such change or to seek remedy for a refusal to negotiate before PERB. Nothing in this Paragraph 3.3.3 shall be deemed to be a waiver of the right of an employee or the CSEA to proceed against an outside agency for any violation of that agency's policies or law even though the same matter may have given rise to a grievance.

4.0 WORK INTERRUPTIONS

4.1. Prohibition

- 4.1.1. The CSEA, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, work stoppage, or interference with the efficient management of the Employer's operations.
- 4.1.2. An employee must not, either singly or in concert with other employees or persons, violate Paragraph 4.1.1, and if he/she does so, the CSEA must use its best efforts to require him to perform those duties.
- 4.1.3. The Employer, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the employees.

4.2. Consequences

- 4.2.1. If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in Paragraphs 4.1.1 or 4.1.2 of this Agreement, the CSEA must, at the Employer's request:
 - a. Give the Employer official notice that the CSEA has not done or threatened to do any such act or threat, and
 - b. Instruct the employees concerned in writing to cease doing such act or threatened to do it and give the Employer a copy of such instructions.
- 4.2.2. If an employee, either singly or in concert with other employees or persons, violates Paragraphs 4.1.1 or 4.1.2 of this Agreement, he/she may be disciplined or discharged therefore. The discipline or discharge action, or the degree thereof, may be taken without regard to any such action which may or may not have been taken with respect to any other employee.
- 4.2.3. While the CSEA, or its officers or agents, or a group of employees are doing or threatening to do any act mentioned in Paragraphs 4.1.1 or 4.1.2 of this Agreement, during the term of this Agreement, the Employer need not bargain about or discuss with the CSEA any matter which may be in dispute between the Employer and the CSEA or the group of employees concerned while the Employer, or its officers or agents, are doing any act mentioned in Paragraph 4.1.3 of this Agreement, during the term of this Agreement, the CSEA need not bargain about or discuss any matter which may be in dispute between the Employer and the CSEA.

5.0 EMPLOYMENT AND SENIORITY

5.1. Probation

- 5.1.1. An employee is on probation for the period of six (6) consecutive calendar months which begins on his/her last date of hire or appointment; provided, however, if during such period an employee is absent (whether with or without authorization) for a total of thirty (30) or more work days, then such period shall be extended by a number of work days equal to the number of work days on which he/she was absent. In the case of a person hired for a position in the Police Department, probation shall begin on the day following his/her successful completion of the basic training course. Any new employee shall be required to live within the employment district after completion of the probation period and after receiving permanent appointment.
- 5.1.2. A physical is required by all new hires or anyone resuming full-time employment and a written report shall be submitted to the Village by the examining physician prior to the employee beginning work. The report forms shall be supplied by the Village. The physical shall be at Village expense.
- 5.1.3. If an employee on probation is disciplined or discharged the discipline or discharge cannot be made the subject of a grievance.

5.2. Acquisition of Seniority

- 5.2.1. Seniority means the length of an employee's continuous service as an Employee, from the date of his/her last hire or appointment to the date he/she loses seniority, including both such dates. An employee while he/she is on probation does not have any seniority, but he/she acquires seniority (retroactive to the date of his/her last hire or appointment) on the day following his/her last day of probation. Seniority within a department shall only be considered in the case of a layoff (Article 5.4).
- 5.2.2. As used in Paragraph 5.2.1, continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:
- a. On leave of absence,
 - b. On layoff, for a period not to exceed twelve (12) months,
 - c. Absent from, and unable to perform the duties of, his/her position by reason of a disability resulting from occupational injury or disease and for a period not to exceed twelve (12) months (twenty four (24) months for assault related leave),
 - d. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

5.3. Loss of Seniority

- 5.3.1. Subject to any applicable provisions of the Civil Service Law, an employee loses his/her seniority and is automatically terminated on the day on which any one or more of the follow occurs:
- a. He/she resigns,
 - b. He/she is discharged,
 - c. He/she retires,
 - d. He/she fails to return to work on the working day following the day his/her leave of absence or excused absence expires, unless prevented by conditions beyond his/her control,
 - e. He/she is absent without leave (no call, no show) for two (2) consecutive working days without being excused by the Employer unless prevented by conditions beyond his/her control. Documentation of such conditions must be provided to the Village.
 - f. He/she refuses a recall or fails to return to work within five (5) consecutive working days after a notice of recall has been sent to him/her,
 - g. He/she has been on layoff for a continuous period in excess of one (1) year or, unless a longer period is mandated by Civil Service Law, or
 - h. He has been absent from and unable to perform the duties of, his/her position for a continuous period of not less than twelve (12) months by reason of disability.

5.4. Adjustments in Force

- 5.4.1. Increases and/or reductions in the number of positions in any classification and increases in the number of positions in any classification, shall be made in accordance with any applicable provisions of the Civil Service Law.
- 5.4.2. If there is going to be a reduction in a classification, probationary part-time employees in that classification shall be laid off first, other part-time employees in that classification shall be laid off next in reverse order of their departmental seniority, probationary full-time employees in that classification shall be laid off next, and other full-time employees in that classification shall be laid off next in reverse order of their departmental seniority, providing the remaining employees are qualified to perform the average work, and provided further that an employee thus selected for layoff may displace an employee with less Village seniority in any job that the employee has previously held. The employee thus displaced shall be laid off. Recalls will be in reverse order of layoff.

5.4.3. A notice of recall must be sent to an employee on layoff by registered or certified mail addressed to him at his/her most recent address on the Employer's records. It is the responsibility of the employee to advise the Employer in writing of all changes in his/her address.

5.5. Discharge and Discipline

5.5.1. It is hereby agreed between the parties hereto that all employees who have successfully completed their probation period with the Village of Arcade shall not be suspended without pay, discharged, receive a disciplinary demotion, a letter of reprimand or any other type of written or oral disciplinary action without just and sufficient cause.

5.5.2. Any employee who is suspended without pay, discharged, or receives a disciplinary demotion must be served with a notice of such action and set forth the reason for such action. This notice is to be presented to such employee at the time the action is taken and a copy is to be served simultaneously upon the employee's negotiating representative.

5.5.3. Any employee alleging that he/she had been suspended without pay, discharged, received a disciplinary demotion, a letter of reprimand or any other type of written or oral disciplinary action without just and sufficient cause, shall have full recourse to the Grievance Procedure contained in Article 3.

5.5.4. An employee who chooses to challenge a disciplinary measure, (other than an oral warning) including discharge, may do so by filing a grievance under Article 3 of this Agreement. Such grievance shall be processed according to the procedures set forth in that Article 3. An employee who chooses to challenge an oral or written warning may do so by submitting a written, signed and dated rebuttal of the warning which will be attached to the file copy of the warning.

Processing a grievance in connection with discipline of an employee shall constitute a binding election by the employee and/or the CSEA of any rights which may have heretofore existed to proceed under provisions of the New York State Civil Service Law related to the discipline of employees.

5.5.5. There shall be only one (1) official personnel file and only one (1) medical file concerning each Unit employee, but this shall not be deemed to prohibit the Village from maintaining payroll records apart from the official personnel file. On not less than five (5) days written notice from an employee to the employee's department head, the employee (accompanied by a CSEA steward, if the employee so desires) may review the personnel file and/or medical file concerning the employee in the presence of the employee's department head or the department head's designee. No adverse comment shall be placed in a personnel file or medical file until the employee about whom the adverse comment is made has been given a copy of the adverse comment, whereupon the employee shall initial and date the file copy of the adverse comment. Such signature shall only acknowledge receipt of the adverse comment and shall not be construed as Agreement by the employee to the content of the adverse comment. The employee may submit a written, signed and dated

rebuttal to the adverse comment and, if he/she submits it to the employee's department head within ten (10) working days after receiving a copy of the adverse comment, the rebuttal shall be attached to the file copy of the adverse comment. An adverse comment may not be the basis of a disciplinary proceeding against an employee if the comment pertains to a matter which occurred more than eighteen (18) months prior to the commencement of the proceeding against the employee, but this shall not be construed to prevent the introduction of the adverse comment in such a proceeding as evidence of prior conduct to show a pattern of conduct or as pertaining to the penalty to be imposed.

5.5.6. A change in the hours scheduled for a part-time police officer shall not be considered to be a violation of this Section 5.5 nor shall such a change be grievable under this Agreement.

5.6. Vacancies

5.6.1. The Employer will post announcements of the new job classifications and non-temporary openings which the employer decides to fill in existing job classifications for a period of five (5) working days. Such announcements shall be posted on the official CSEA Police Unit bulletin board. The job posting shall include the job title, salary range and minimum requirements of the job. During that five (5) day period, any employee who desires to be considered for the announced job shall apply therefore in writing to the Chief of Police or Village Clerk/Treasurer. In filling announced jobs, the Employer will give primary consideration to qualified employees who have so applied before filling the job from outside. Nothing in this Paragraph will prevent the Village from filling a vacancy on a temporary basis during the posting period. Any employee who applies for a posting shall be notified in writing by the Employer whether they received the position. In cases where they do not receive a posted position he/she will be provided an explanation.

5.6.2. When in the opinion of the Employer an incumbent employee does not meet the necessary qualifications and requirements for a new job classification or permanent opening in existing job classifications which has been posted in accordance with Section 5.6.1 of this Agreement; CSEA recognizes the right of the Employer to hire an individual who meets the qualifications which were contained in the announcement which was posted in accordance with Section 5.6.1.

However, if the employer changes the qualifications necessary to fill an opening for a new job classification or permanent opening in existing job classifications the position will be posted with the new qualifications in accordance with Section 5.6.1 of the Agreement prior to hiring an individual from outside the existing work force.

5.6.3. On the thirtieth (30th) day after the effective date of this Agreement and semi-annually thereafter, the Village shall give to the CSEA Village of Arcade Unit President a copy of all job descriptions then in force for classifications included in the Unit. If a job description is changed, a copy of the modified job description shall be forwarded to the Arcade Unit President.

6.0 SCHEDULES AND HOURS OF WORK

- 6.1. The normal schedule for employees shall be forty (40) hours per week and eight (8) or ten (10) hours per day. Normal work schedules are set forth in Appendix B.
- 6.2. If an employee works more than forty (40) hours in one work week, he/she shall be paid one and one-half (1-1/2) his/her basic hourly wage rate for all time worked in excess of such forty (40) hours. For purposes of computing overtime pay, hours not worked due to holiday listed in this Agreement will be counted as time worked, to a maximum of eight (8) hours for any one such holiday.
- 6.3. Employees may, at the Employer's option, receive compensatory time off at the appropriate rate with pay, for all hours worked in excess of forty (40) hours as stated above in Paragraph 6.2. Compensatory time may not be taken in the same week earned and must be accrued and used in whole hour increments.

Compensatory time may be accumulated only in the employee's home department to a maximum of forty (40) hours. Compensatory time not taken shall be paid to the employee at his/her current rate of pay in the second pay of May of each year. The scheduling of compensatory time shall be in accordance with the provisions for leave in Section 10.0.

7.0 COMPENSATION

- 7.1. The June 1, 2008 – May 31, 2012 rates of compensation for all union employees are set forth in Appendix C.

Effective June 1, 2008, each employee's hourly rate in effect on May 31, 2008 shall be increased by three point one percent (3.1%), and each full-time officer will receive an additional \$0.10 per hour increase. Additionally, each step in each grade in the 2008 salary schedule in Appendix C shall be increased by three point one percent (3.1%) and in addition each full-time officer step grade will increase an additional \$.10 per hour.

Effective June 1, 2009, each employee's hourly rate in effect on May 31, 2009 shall be increased by three point two percent (3.2%), and each full-time officer will receive an additional \$0.10 per hour increase. Additionally, each step in each grade in the 2008 salary schedule in Appendix C shall be increased by three point two percent (3.2%) and in addition each full-time officer step grade will increase an additional \$0.10 per hour.

Effective June 1, 2010, each employee's rate in effect on May 31, 2010 shall be increased three point two percent (3.2%). Additionally, each step in each grade in the 2010 salary schedule in Appendix C shall be increased by three point two percent (3.2%).

Effective June 1, 2011, each employee's rate in effect on May 31, 2011 shall be increased three point five percent (3.5%). Additionally, each step in each grade in the 2011 salary schedule in Appendix C shall be increased by three point five percent (3.5%).

In addition, service recognition payments are available beginning on the fifth (5th) anniversary date of any employee hired prior to June 1, 2003. For employees hired after June 1, 2003 and before June 1, 2008, service recognition payments are available beginning on the employee's tenth (10th) anniversary date (see Appendix D).

If current (as of June 1, 2008) part-time officers James Sheehe, Michael Landis, Lynn Guertin, Amber Justice, or Christopher Graham are ever hired to full-time status after June 1, 2008, without first having a separation in service as a part-time officer, they will become eligible for service recognition payments on the same schedule as any employee hired between June 1, 2003 and June 1, 2008 as indicated above.

For any other employee, whether full or part-time, hired after June 1, 2008, service recognition payments are not available.

When eligible, service payments shall be earned by each employee on a semi-annual basis. Half of the annual payment shown below is paid in the first payroll period following the employee's employment anniversary date. The second half is paid in the first payroll period following six (6) months after the employee's employment anniversary date.

Appendix D provides a schedule for payments for each current employee eligible for payments.

Payment Schedules	
Anniversary of Last Date of Hire	Earned Annually Thereafter
Employees hired between June 1, 2003 and May 31, 2008 (or five (5) part-time officers hired to fulltime status as specifically listed above).	
0 through 9th	\$0.00
Employees hired prior to June 1, 2003	
0 through 9 th	\$0.00
6 th through 9 th	\$440.00
All Employees hired on or before May 31, 2008 (or five (5) part-time officers hired to fulltime status as specifically listed above).	
10 th through 14 th	\$880.00
15 th through 19 th	\$1,320.00
20 th through 24 th	\$1,860.00
25 th through 29 th	\$2,400.00
30 th and over	\$2,940.00
Any new or part-time employee hired after June 1, 2008.	
No Service Recognition Payments	

Service recognition payments are made in consideration of the employee's entire period of service with the Village of five (5) or ten (10) years or more and are paid without regard to the number of hours worked by the employee in any particular work week or year of service.

To be eligible for a service recognition payment, the recipient must be an employee of the Village on the date of the payment. Any employee who leaves the employ of the Village between scheduled payment dates is not eligible for a partial or pro rata payment.

A list of employees and anticipated anniversary dates (if no interruption of service occurs) and annual amounts earned is included in Appendix D.

- 7.2. If an employee is called back to work after he/she has completed and left his/her regular shift he/she will be paid one and one half (1-1/2) times his/her normal hourly rate for all hours worked or three (3) hours pay at his/her normal hourly rate, whichever is the greater amount. This Section 7.2 shall not apply to periods of work that begin less than one (1) hour prior to the normal starting time of an employee's shift on the day of the call back.
- 7.3. If both the Chief of Police and Sergeant are neither physically available nor available by telephone, the next senior officer in the chain of command (as dictated by the Police Department Rules and Regulations), who assumes supervisory responsibility shall receive an additional one dollar (\$1.00) per hour, for each hour worked during the aforementioned absence.

When an employee transfers from one department to another, the employee shall enter the new job title at the column in Appendix C on a step for step basis then back one step.

When an employee transfers from one job title to another within a department or takes a promotion within a department, the employee shall enter the new job title at the column in Appendix C on a step for step basis.

8.0 **HOLIDAYS**

8.1. **Holidays Observed**

8.1.1. Each of the following is a holiday for each contractual year indicated:

Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	
Thanksgiving Day	the Thursday in November as celebrated by the Federal Government
Day After Thanksgiving	
Christmas Eve	Day before Christmas
Christmas Day	December 25, 2008
New Year's Day	January 1 st
President's Day	the Monday in February as celebrated by the Federal Government
Good Friday	the Friday before Easter
Memorial Day	the last Monday in May as celebrated by the Federal Government

Police department employees shall observe the holidays listed above on the day it falls.

8.2. **Holiday Compensation**

8.2.1. Insofar as the Employer's operations permit, as determined by the Chief of Police, an employee will be granted the holiday off without loss of pay.

8.2.2. An employee who is required to work on a holiday will receive holiday pay (eight (8) hours at his/her base rate) and in addition be paid at the rate of time and one-half for all hours worked, including any shift differential.

*Base rate includes Appendix C pay scale.

8.2.3. To be eligible for a paid holiday an employee must have:

- a. Completed three (3) months continuous service,
- b. Worked his/her last scheduled work day immediately preceding the holiday and his/her first scheduled work day after the holiday, except when the employee is off work using any type of paid benefit time to the total of a full work day.
- c. Worked any hours he/she was scheduled to work on the holiday, and
- d. Not been on layoff or leave of absence on the holiday.
- e. Part-time officers are exempt from Section 8.2.3a through d.

9.0 VACATIONS

9.1. Vacation Allowances

9.1.1. On each anniversary date of his/her last hire by the Employer, an employee is allowed the following periods of vacation with pay for the contractual year:

ANNIVERSARY DATE	VACATION PERIOD
1 st	2 weeks
2 nd through 5 th	3 weeks
6 th	3 weeks, 1 day
7 th	3 weeks, 2 days
8 th	3 weeks, 3 days
9 th	3 weeks, 4 days
10 th	4 weeks
11 th	4 weeks, 1 day
12 th	4 weeks, 2 days
13 th	4 weeks, 3 days
14 th	4 weeks, 4 days
15 th and over	5 weeks

9.1.2. As used in Paragraph 9.11 a day means eight (8) hours and a week means five (5) days.

9.2. Vacation Schedules

9.2.1. Vacation allowances, and the period when vacations are taken are based on the anniversary of an employee's date of hire. For example, an employee hired on June 15, 1990 is allowed two weeks vacation to be taken between June 15, 1991 and June 14, 1992.

9.2.2. The following rules apply to paid vacations:

- a. An employee will be allowed to extend one week of vacation to the following year to be used within thirty (30) days of their anniversary date upon approval of the Chief of Police or for sixty (60) days with the approval of the Village Board. The payroll office must be informed in writing two weeks prior to the employee's anniversary date.
- b. Vacations may be taken at any time during the applicable year, except that where one or more employees request the same vacation period, and the Employer's operations do not permit all such employees to take their vacation at the same time, preference will be given the senior employee. The Chief of Police of the Village has the sole authority to determine if operating conditions allow more than one person to take vacation at a time in their respective departments

- c. Vacation time must be scheduled prior to the date taken. Advance notice shall be given to the Chief of Police of the Village of intended use of vacation. Advance notice is interpreted to mean a time period at least equal to the extent of the vacation time taken (e.g., one day vacation shall have an advance notice of at least one day, two weeks vacation shall have an advance notice of at least two weeks).
- d. Employees may cancel vacation plans of any duration with notification to the Chief of Police Manager at least one day prior to the start of the planned vacation so long as cancellation does not conflict with the Village rights under Section 9.2.2a.
- e. Insofar as practicable vacations should be taken in increments of at least one (1) week, but in no event in increments of less than one-half (1/2) day, except that eight (8) hours may be taken in two (2) hour increments. One (1) vacation day per year will continue to be scheduled in two (2) hour increments. For the purpose of scheduling half-day vacations, the A.M. shift will be the first half of the work day and the P.M. shift will be the second half.
- f. Accrued and unused vacation will be prorated and paid the employee on retirement, or to his/her estate upon death.

10.0 LEAVES OF ABSENCE

All employees are required to give the employer as much notice as possible when requesting any type of leave of absence.

10.1. Sick Leave

- 10.1.1. Sick leave with pay may be used by an employee who is absent from work because of his/her personal illness or disability illness or disability in his/her immediate family that requires his/her presence away from work, or quarantine because of exposure to a communicable disease. Use of sick leave for any other purpose, or engaging in gainful employment while on paid sick leave is grounds for disciplinary action and denial of the paid sick leave.
- 10.1.2. The Employer may require an employee to furnish a physician's statement for any absence of more than two (2) days, and in cases of frequent absences, or may require the employee in such cases to have a physical examination by a physician at the Employer's expense to determine the fact or extent of an illness or the employee's fitness to perform his/her normal duties.

- 10.1.3. A new employee will not earn sick leave until they complete their six (6) month probation period. After probation is complete for each month of service with the Employer, an employee will be credited with one and one-quarter (1-1/4) days of sick leave up to a maximum accumulation of two-hundred (200) days. Earned time will begin to accrue starting the first payroll period following completion of the probationary period.
- 10.1.4. For each month of service with the Employer, an employee will be credited with one and one-quarter (1-1/4) days of sick leave up to a maximum accumulation of two-hundred (200) days.
- 10.1.5. Sick Leave Bank: A Sick Leave Bank shall be established to aid employees who personally suffer prolonged illness and whose sick leave accumulation has been exhausted. The intention of the Sick Leave Bank is to protect the members from financial burden due to catastrophic illness or injury of either himself/herself or an immediate family member. It is not intended to be a solution to the problem of exhaustion of a member's sick days.
- a. Membership is open to all full-time employees.
 - b. In order to be covered by the following Agreement, the employee must upon initial enrollment contribute a minimum of sixteen (16) hours up to a maximum of eighty (80) hours to the bank and eight (8) hours a year from his/her sick leave accumulation reserve each year thereafter up to a total of eighty (80) hours. The form shown in Appendix G of this Agreement must be submitted to the Village Clerk/Treasurer's office on or before July 1st. The sick leave days will be deducted from the employee's accumulated sick leave. When the Sick Leave Bank accumulation reaches sixteen hundred (1,600) hours, only new employees may contribute to the Sick Leave Bank during that year. If the Bank falls below sixteen hundred (1,600) hours, the Bank will be opened to all employees; therefore, the Bank could well go over sixteen hundred (1,600) hours if it were only several days below the sixteen hundred (1,600) hour limit. At any time the Bank goes below six hundred (600) hours in a given year, there will be a special open period for members to donate a minimum of eight (8) hours to a maximum of forty (40) hours to the bank.
 - c. In order to be eligible to draw from the Sick Leave Bank, the employee must 1) be a contributor to the Sick Leave Bank; 2) have completely exhausted his/her own personal sick leave time and vacation time; and 3) not be receiving disability or Workers' Compensation benefits on a direct pay basis.
 - d. If it is anticipated that the illness may exceed ten (10) consecutive days and all sick leave will be exhausted, a member applying for aid from the Sick Leave Bank shall submit a written request to the Sick Leave Bank Committee. The request shall describe in detail the nature and possible duration of the illness. A medical certificate must accompany this request.

- e. Any member participating in the Sick Leave Bank will be limited to withdrawing from the bank a total of thirty (30) consecutive working days or one-half of accumulated days, whichever is less coverage. The member may then reapply to the Committee for an additional thirty (30) consecutive working days of coverage or one-half of accumulated days, whichever is less coverage. The maximum number of days a member may receive from the Sick Leave Bank shall be ninety (90). In no event will any days be granted in excess of the total number of days in the Bank.
- f. Use of the Sick Leave Bank by a member is a loan and therefore upon returning to work the member must remain a member of the Sick Leave Bank until such time as his/her loan has been repaid. Repayment will be made at the rate of one-half accrued sick time per month until the loan is repaid or through a minimum of seven and one-half (7.5) days accrued vacation per year until the loan is repaid.
- g. A Committee comprised of the Mayor (or his/her designee), one (1) member of the administrative staff appointed by the Mayor and two (2) representatives from the CSEA will administer the Sick Leave Bank.
- h. Each request for aid will be judged individually by the Sick Leave Bank Committee. The Committee must notify the Village Clerk/Treasurer's Office, in writing, specifying the employee's name and number of days to be withdrawn from the Sick Leave Bank. A similar report will also be presented to the CSEA.
- i. Any member of the Sick Leave Bank may withdraw such membership only upon written notice submitted to the President of the Union and the Village Clerk/Treasurer no later than June 1st of the year in which such membership is to be withdrawn. Such withdrawal of membership, which includes retirement, shall bar any future contribution to the Bank, except as provided in Subparagraph 10.1.5j below, but any past contribution of the withdrawing member will remain in the Bank.
- j. Any employee who has withdrawn from membership in the Sick Leave Bank may only rejoin the Bank:
 - (1) at a time when the Bank is open; e.g., when the number of days in the Bank falls below sixteen hundred (1,600) hours; and
 - (2) by contributing eight (8) hours for each year of the preceding period of non-membership, plus eight (8) hours for the year in which the member so rejoins.
- k. After reentering the Sick Leave Bank, the member must otherwise qualify under the provisions of the Paragraph 10.1.5c, after satisfying the contribution required in Subparagraph 10.1.5j(1) above, in order to receive sick leave days from the Bank.
- l. This plan should be reviewed annually by both parties.

- 10.1.6. Upon termination of his/her employment for any reason, except retirement, an employee's accumulated sick leave will be canceled and not paid for. However, if an employee is eligible for retirement, he/she shall have one of the following options:

Option 1

An employee may use his/her accumulated sick time upon retirement, up to a maximum of two-hundred (200) days to be credited to him (or the employee's unmarried widow or widower or significant other), for the purchase of health insurance as described in Section 11.1.1 of this Agreement. Any reimbursed co-pays will be deducted from the employees accumulated sick time account.

An employee shall elect the percentage of health insurance premium to be paid from his/her credited account per month. This percentage can be changed during the open enrollment period of each year (June 1-30).

Option 2

A single cash payment will be made up to a maximum of one-hundred and twenty-five (125) days of accumulated time.

- 10.1.7. An employee absent due to a disability or illness compensable under the Workers' Compensation Law shall elect by writing to the Chief of Police or Village Clerk/Treasurer whether he/she desires to have paid sick leave during the period for which he/she received such compensation. An employee who elects to take paid sick leave shall be paid the difference between the amount of compensation received and his/her regular rate of pay for a period not to exceed his/her accumulated sick leave.

During the first twelve (12) months of any absence due to an injury covered by the Workers' Compensation Law the absent employee will continue to accrue earned vacation to be taken after his/her next succeeding anniversary date of hire and shall continue to be covered by the Health Insurance benefits provided in Article 11, at no cost to the employee.

- 10.1.8. As used in this Article 10, an employee's immediate family includes only his/her spouse, natural and step brother, sister, children, foster children, parent, parent-in-law, brother-in-law or sister-in-law, grandchild or grandparent.

10.2. Funeral Leave

- 10.2.1. An employee who has completed his/her probationary period shall be eligible to three (3) days paid leave of absence for a death in his/her immediate family, as defined in Paragraph 10.1.8, provided he/she attends the funeral.

All funeral leave days with pay will be granted on days the employee is normally scheduled to work.

10.3. Jury Duty

10.3.1. An employee required to be absent from work for jury duty shall be allowed time off with pay providing he:

- a. Surrenders to the Village Clerk/Treasurer any monies received, excluding reimbursed expenses, for such jury duty, and
- b. Works his/her regularly scheduled hours when he/she is not required for jury duty.

10.4. Voting Time

10.4.1. Employees will be granted time off to vote in federal, state or local elections in accordance with New York State Law.

10.5. Military Leave

10.5.1. Employees will be granted time off for military duty in accordance with New York State Law and Federal law.

10.6. Leave Without Pay

10.6.1. Leaves without pay for period up to one (1) full day may be granted by the Chief of Police; and for longer periods, not to exceed one (1) year, by the Village Board upon recommendation of the Chief of Police.

10.6.2. Infant Care Leave. On written request received by the Village Board not less than thirty (30) days prior to the first day of the proposed leave, waived in the case of an emergency, an employee shall be granted an unpaid leave of up to six (6) months duration for the purpose of caring for an infant under the age of one (1) year who resides in the employee's home. The leave shall begin after the period of disability and end on the dates requested by the employee provided that the ending date is the last day of a payroll period. Such a leave shall not be considered to be a break in continuous service. The time of such leave shall be counted toward seniority for SRP and vacation schedule, but shall not be counted toward earning sick leave nor shall vacation be accrued while on leave. On return from such leave an employee shall be entitled to return to the position the employee held prior to the commencement of the leave provided that the employee is still capable of performing the work of that position and provided that the position has not been abolished. If the position has been abolished, the employee shall be entitled to return to whatever position the employee would have been entitled according to seniority and applicable civil service law and rules as though the employee had been on the active payroll at the time of the abolition. On return from leave, all time accumulated benefits (e.g. , sick leave and vacation) shall be restored to the employee. An employee shall not be entitled to any paid leave, holiday or vacation benefits while on such leave. No more than one such leave shall be granted to an employee during twenty-four (24) consecutive calendar months. On written request

of an employee, the Village Board may waive any requirement or limitation of this Paragraph.

11.0 BENEFITS

11.1. Insurance

11.1.1. Health Insurance: Within thirty (30) days of the date of hire of each full-time employee, the Employer agrees to provide single, two-person or family health insurance coverage. In year 1 of the contract the insurance will be Independent Health's Indirect Insurance Plan with a \$1,100/\$2,200 employer paid deductible and prescription coverage at a cost of \$7/\$15/\$35 once the deductible is fully exhausted.

Dental Insurance: CSEA Employee Benefit Fund (Sunrise Plan) - 100% employee funded

11.1.2. Health Insurance Plans will be structured to include all Village employees including both the CSEA Police (Unit # 9252-01) and General (Unit #9252) personnel in order to maximize the number of covered persons and help minimize costs

11.1.3. Health Insurance: The Village will provide health insurance of a type and term as can be negotiated with common health insurance carriers Using brokerage fees included in insurance contracts, the Village will retain an independent Insurance Broker.

A committee appointed by the Mayor including one (1) representative nominated by each Bargaining Unit, and two (2) representatives appointed by the Mayor will work with the Insurance Broker to research and recommend a contract for insurance coverage acceptable to the Union Bargaining Units and subject to contract approval by the Village Board. The Mayor will serve as the tie breaking vote if the committee members are equally divided on a recommendation. The committee will not stand-in for CSEA or the Village Board when votes need to take place to approve changes in health insurance plans. The CSEA Labor Relations Specialist will have access to all committee meetings.

11.1.4. The Union and the Village agree to continue searching throughout the term of this Agreement for low cost insurance that is equal or better than the existing plan. The committee shall have the authority to present to the CSEA membership and the Village Board, alternative cost savings plans. It shall be the goal of all parties involved to keep costs down for the Union and the Village.

11.1.5. Police Unit Health Insurance Reimbursement Fund: A Police Unit Health Insurance Fund will be established by the Village. In Year 1 of the Contract the Village will contribute \$56,608 to the fund. Such contributions will be funded at a minimum monthly throughout the year. Costs will be charged to this fund for Health Insurance Premiums paid, \$1,100/\$2,200 deductibles paid and administrative fees. Any fund balance will then be available and used to reimburse each employee for the employee cost of health insurance premium contributions until the fund balance is depleted.

After employee reimbursement payments are made out of the fund for each year, any positive remaining balance will be carried forward and added to the next year's Village contribution to add up to the new fund balance. At any time the fund is depleted to zero balance, the employees will no longer be reimbursed out of this fund.

In Year 2 and 3 the Village contribution will increase two percent (2%) per year. In year 4, the Village contribution will increase by two point five percent (2.5%).

- 11.1.6. Each employee, who participates in he/she Village's Health Insurance plan, shall contribute ten percent (10%) per month or a flat rate, whichever is less, toward the cost of the plan. The maximum flat rate for each plan for the life of the Agreement will be \$35 per month for single coverage, \$70 per month for two person and \$80 per month for a family plan. All deductions will be made on a pre-tax basis to the extent allowed by law.
- 11.1.7. The Village will reimburse each employee for the insurance contribution in the same pay period the deduction is made. This practice will continue until the reserve (Paragraph 11.1.5) is exhausted.
- 11.1.8. Terms of the agreed upon health insurance contract ultimately agreed to with a particular carrier will be added to this contract by written Agreement signed by both the CSEA and the Village
- 11.1.9. Once the deductible is met, the Village will reimburse employees \$250 for the inpatient hospitalization payments
- 11.1.10. Any employee may choose to not be covered by the Employer provided health insurance coverage by so informing the Village Clerk/Treasurer in writing. For each month that such an employee is not so covered, the employee shall be paid 1/12th of \$2,400 per month (e.g., \$200 per month) deducted from the health insurance reimbursement fund.
- 11.1.11. If an employee removes themselves from coverage as in the preceding Paragraph, and then later wishes to reenter the coverage plan, they will be allowed to reenter subject only to any restrictions such as life events and annual sign up periods as determined by the health insurance carrier in the health insurance contract.

To the extent permitted by law, the Village shall establish a Section 125 Medical Reimbursement Account for full-time Village employees. This will allow an employee to contribute pre-tax dollars to the Account for reimbursement of certain out-of-pocket or non-reimbursed medical This will allow an employee to contribute pre-tax dollars to the Account for reimbursement of certain out-of-pocket or non-reimbursed medical.
- 11.1.12. New York State Disability; Employer agrees to provide New York State Disability Insurance for each full-time employee. Each employee shall contribute one-half percent (1/2%) of gross pay, up to a maximum of sixty cents (\$.60) per week, the maximum mandated by New York State Law.

11.2. Retirement

- 11.2.1. The Village will continue the non-contributory retirement plans available to its employees, including police, pursuant to Chapter 1046 of the Laws of 1973, Section 75-i and 384-d (twenty [20] year plan for police officers) as thereafter amended, for such employees who qualify for inclusion prior to July 1, 1976.

The Village will participate in the contributory retirement plans available to its employees, including police, who entered Village service on or after July 1st, 1976, pursuant to a Chapter of the Laws of 1976 and as thereafter amended.

Section 2. The Village will continue its election to provide a guaranteed ordinary death benefit to its employees, pursuant to their time of entry into service, as provided by the applicable provisions of the New York Retirement and Social Security Law.

Section 3. Any further changes or amendments to the New York Retirement and Social Security Law during the life of this Agreement shall accordingly amend this Section as to future employees who enter service after the effective date of any such change or amendment. However, no right or benefit of such law, in which the Village has elected to participate, shall be diminished or decreased as to any employee in service at the time of such change or amendment.

11.3. Tuition

- 11.3.1. The Village will reimburse an employee for the tuition payment required for a course of instruction related to the employee's job with the Village at the time the course is taken, provided:
- a. The employee's request for such reimbursement is approved by the Village Board before the employee begins the course,
 - b. The employee successfully completes the course with at least "C" grade or its equivalent, and
 - c. The employee is employed by the Village to the time he/she completes the course.

12.0 PHYSICAL

- 12.1. Should sufficient cause arise, the Village may require a re-examination with an agreed upon physician at village expense. The employee shall be granted two (2) hours off with pay for such physical.
- 12.2. Police Officers will be encouraged to keep in good physical condition so as to be physically fit to perform their job and for all around fitness for work. (removed second sentence)

The physical fitness test given will be the same test given by civil service to entry level personnel using the percentiles provided by New York State. The test will be administered by an instructor certified by the N.Y.S. of Criminal Justice Services to teach physical fitness. The test will be offered once a year with the exact date determined by the Chief of Police.

The test is comprised of pushups, sit-ups, and a mile and one half (1-1/2) run based on the Cooper Charts.

For officers completing all three required tests at the 40th percentile the officer will get fifty (\$50) dollars. For officers completing each exercise at the 50th percentile - one-hundred (\$100) dollars; at the 60th percentile – one-hundred and fifty (\$150) dollars and at the 70th percentile – two-hundred (\$200) dollars.

12.3. Mandatory Random Drug Testing

The Union and the Village agree to develop and negotiate a random drug testing policy.

13.0 PART-TIME EMPLOYEES

13.1. Part-time employees will not be eligible for benefits under Sections:

- a. Service Recognition Pay (SRP)
- b. Vacation Allowances
- c. Sick Leave
- d. Funeral Leave (except 3 partial work days matching their normal work schedule shall be allowed)

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names as of July 9, 2008.

FOR THE VILLAGE OF ARCADE:

Richard D. Kosmerl, Mayor

Paul D. Burkett, Deputy Mayor

Brian Burton, Trustee

James McGarvey, Trustee

Kenneth Rule, Trustee

John Laird, Chief of Police

Pam Beiersdorf, Clerk/Treasurer

FOR THE VILLAGE OF ARCADE
POLICE UNIT OF THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.:

Lynn Knoop, CSEA Labor Specialist

Anthony Biscaro, Unit President

Michael Hamm, Unit Vice President

Matthew Krist, Secretary/Treasurer

APPENDIX A
GRIEVANCE FORM

To: Chief of Police or Village Clerk/Treasurer

(1) Who is grieving:

(2) What the Employer did or failed to do that the grievant(s) object to:

(3) Paragraph(s) of the Agreement violated:

(4) Action the grievant(s) believe the Employer should take to remedy the situation:

Grievant's Signature

Grievance Representative's Signature

Date:

* If there is more than one grievant, each must sign on the back of this form.

APPENDIX B NORMAL WORK SCHEDULES

The normal schedules for Village Departments are set forth below:

Police Department:

Forty (40) hour schedule to be established as soon as reasonably practicable; normal schedule to be five (5) consecutive days where reasonably practicable except during the event the Chief of Police opts to go to a schedule of four (4) ten (10) hour shifts. In the event of ten (10) hour shifts, holidays will be paid in eight (8) hour increments. Vacation and sick will be charged at the hours taken.

APPENDIX C WAGE RATES BY CLASSIFICATION

June 1, 2008 - May 31, 2009						
Police	Increase 06/01/08 by 3.1% plus \$0.10 for fulltime officers			3.1%		
JOB TITLE	START	ONE YEAR	TWO YEAR	THREE YEAR	FOUR YEAR	FIVE YEAR
Police Sergeant	\$19.39	\$20.10	\$20.83	\$23.75	\$24.51	\$25.33
Police A	\$18.68	\$19.34	\$20.03	\$20.77	\$21.54	\$22.34
Police B	\$16.30	N/A	N/A	N/A	N/A	N/A
Part-time Police	\$14.20	\$14.50	\$14.79	\$15.08	\$15.38	\$15.98

June 1, 2009 - May 31, 2010						
Police	Increase 06/01/09 by 3.2% plus \$0.10 for fulltime officers			3.2%		
JOB TITLE	START	ONE YEAR	TWO YEAR	THREE YEAR	FOUR YEAR	FIVE YEAR
Police Sergeant	\$20.11	\$20.84	\$21.60	\$24.61	\$25.40	\$26.24
Police A	\$19.38	\$20.06	\$20.77	\$21.54	\$22.33	\$23.15
Police B	\$16.92	N/A	N/A	N/A	N/A	N/A
Part-time Police	\$14.65	\$14.96	\$15.27	\$15.57	\$15.87	\$16.49

June 1, 2010 - May 31, 2011						
	Increase 06/01/10 by 3.2%					
Police			3.2%			
JOB TITLE	START	ONE YEAR	TWO YEAR	THREE YEAR	FOUR YEAR	FIVE YEAR
Police Sergeant	\$20.75	\$21.51	\$22.29	\$25.40	\$26.21	\$27.08
Police A	\$20.00	\$20.70	\$21.43	\$22.23	\$23.05	\$23.89
Police B	\$17.46	N/A	N/A	N/A	N/A	N/A
Part-time Police	\$15.12	\$15.44	\$15.76	\$16.06	\$16.38	\$17.02

June 1, 2011 - May 31, 2012						
	Increase 06/01/11 by 3.5%					
Police			3.5%			
JOB TITLE	START	ONE YEAR	TWO YEAR	THREE YEAR	FOUR YEAR	FIVE YEAR
Police Sergeant	\$21.42	\$22.20	\$23.00	\$26.21	\$27.05	\$27.95
Police A	\$20.64	\$21.36	\$22.12	\$22.94	\$23.79	\$24.66
Police B	\$18.02	N/A	N/A	N/A	N/A	N/A
Part-time Police	\$15.60	\$15.93	\$16.26	\$16.58	\$16.91	\$17.56

APPENDIX D
SERVICE RECOGNITION ANNIVERSARIES DATES
 June 1, 2008 – May 31, 2012

Table shows annual payment. Per the terms of the contract, one-half (1/2) of the total is paid on the first pay period following the employee's anniversary date. The remaining one half (1/2) of the total is paid six (6) months later.

			Contract Year		Contract Year		Contract Year		Contract Year	
			2008-2009		2009-2010		2010-2011		2011-2012	
			31-May-08		5/31/2009		5/31/2010		5/31/2011	
EMPLOYEE NAME	ANNIVERSARY DATE	Unit	Service Time Years	Service time payment	Service Time Years	Service time payment	Service Time Years	Service time payment	Service Time Years	
Those hired prior to June 1, 2003										
IAN SPENCER	02/24/2003	P	5	\$ -	6	\$ 440	7	\$ 440	8.0	
MATTHEW KRIST	05/20/1998	P	10	\$ 880	11	\$ 880	12	\$ 880	13	
ANTHONY BISCARO	07/26/1995	P	12	\$ 880	13	\$ 880	14	\$ 880	15	
MICHAEL HAMM	04/01/1993	P	15	\$ 1,320	16	\$ 1,320	17	\$ 1,320	18	
CARL RUSSELL	05/28/1979	P	29	\$ 2,400	30	\$ 2,940	31	\$ 2,940	32	
Part Time Officers Lynn Guertin, Jim Shehee, Christopher Graham, Amber Justice and Michael Landis are eligible for SRP if hired full time.										
Those hired from June 1, 2003 to May 31, 2008										
None										

APPENDIX E POLICE OFFICERS

In addition to the benefits provided in the body of this Agreement, the following terms and conditions of employment shall apply to the full-time police officers:

- (1) The Village shall supply the following initial clothing supply to full-time police officers at the start of the appropriate season:
 - 2 summer shirts
 - 2 winter shirts
 - 3 pair pants
 - 1 summer jacket
 - 1 winter jacket
 - 1 winter hat
 - 1 summer hat
 - 1 garrison belt
 - 1 holster
 - 1 handcuff case and handcuffs
 - 1 flashlight carrier
 - 1 rain coat
 - Ballistic Vest (will be replaced when needed or a maximum of every five (5) years)
 - ammunition carriers (loop loader style or magazine carrier styles)
 - 1 pair black military style boots or shoes
 - 1 identification wallet
 - collar brass
 - 1 coat , one shirt badge and two name tags
 - 1 handgun of a caliber determined by the Chief of Police, but not less than .35 caliber. With the approval of the Chief of Police, an officer may use his/her own weapon if the officer chooses.
 - Capsicum spray and carrier
 - 1 pair Kevlar frisk gloves
- (2) In addition to the initial supply of clothing listed above, full-time police officers shall also receive a clothing allowance of \$525 for the years 2008-2009 and 2009-2010 and \$550 for the years 2010-2011 and 2011-2012 for uniform maintenance and replacement. The uniform maintenance and replacement allowance will be paid on the first pay period of July of each year.
- (3) The Employer will replace eyeglasses and wrist watches required to perform police duties when they are damaged in the line of duty. Any such damages must be reported immediately to the Chief of Police or Sergeant. Other personal property such as radio scanners, portable radios and weapons shall be subject to repair or replacement only upon approval of the Chief of Police. Personal property shall only be carried on duty with the express approval of the Chief of Police.
- (4) In addition to the regular hourly rate, a police officer shall be paid a shift differential of fifty (\$0.50) per hour for all hours worked between 3:00pm and 11:00pm. In addition to the regular hourly rate, a police officer shall be paid a shift differential of sixty-five cents (\$0.65) per hour for all hours worked between 11:00pm and 7:00am.

Part-Time Police Officers:

- (1) Only Articles 1, 2, 3 and 4 of Sections 5.5 and 5.6 of the Agreement are applicable to part-time police officers.
- (2) Part-time police officers shall be paid at the rates reflected in Schedule C.
- (3) A part-time police officer may purchase, at his/her own expense, health insurance coverage through the group plans maintained by the Village.
- (4) The Village shall supply the following initial clothing supply to part-time police officers at the start of the appropriate season:
 - 1 summer shirt
 - 1 winter shirt
 - 2 pair pants
 - 1 summer jacket
 - 1 winter jacket
 - 1 winter hat
 - 1 summer hat
 - 1 garrison belt
 - 1 holster
 - 1 handcuff case and handcuffs
 - 1 flashlight carrier
 - 1 rain coat
 - Ballistic Vest (will be replaced when needed or a maximum of every five (5) years)
 - ammunition carriers (loop loader style or magazine carrier styles)
 - 1 pair black military style boots or shoes
 - 1 identification wallet
 - collar brass
 - 1 coat badge, one shirt badge and two name tags
 - 1 handgun of a caliber determined by the Chief of Police, but not less than .35 caliber. With the approval of the Chief of Police, an officer may use his/her own weapon if the officer chooses.
 - body armor with two carriers (one under shirt style, one over shirt style)
 - Capsicum spray and carrier
 - 1 pair Kevlar frisk gloves

In addition to the initial supply of clothing listed above, part-time police officers shall also receive a clothing allowance of \$275 for the years 2008-2009, 2009-2010, 2010-2011, and 2011-2012 for uniform maintenance. The uniform maintenance allowance will be paid in the first pay period of July of each year.

- (6) The Employer will replace eyeglasses and wrist watches required to perform police duties when they are damaged in the line of duty. Any such damages must be reported immediately to the Chief of Police or Sergeant. Other personal property such as radio scanners, portable radios and weapons shall be subject to repair or replacement only upon approval of the Chief of Police. Personal property shall only be carried on duty with the express approval of the Chief of Police.

- (7) A part-time police officer who subsequently becomes a full-time police officer shall be placed on the full-time salary schedule on the step that recognized his/her years of pro-rated part-time seniority.
- (8) Part-time officers required to work on one of the following holidays will receive holiday pay (eight hours at his/her base rate) and in addition be paid at the rate of time and one-half for all hours worked, including any shift differential.
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - New Year's Day

APPENDIX F
SPECIAL MEMORANDUM OF AGREEMENT

The CSEA and the Village in the interest of progressive labor relations agree to meet from time to time to mutually inform and discuss any situation or controversy which may be of interest to the parties.

APPENDIX G
SICK LEAVE BANK APPLICATION FORM

1. Enrollment period June 1 – June 30 each year.
2. Must be submitted to Village Clerk/Treasurer on or before July 1st.
3. Employee Name: _____
4. Employee Payroll Number: _____
5. Initial Enrollment
Number of hours donated (16 minimum – 80 maximum): _____

Employee's Signature _____ Date _____