Title: Silver Creek, Village of and Silver Creek Police Benevolent Association (2006)

Employer Name: Silver Creek, Village of

Union: Silver Creek Police Benevolent Association

Effective Date: 06/01/06

Expiration Date: 05/31/11

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Unit Size:

Number of Pages: 20
AGREEMENT BETWEEN

THE SILVER CREEK POLICE
BENEVOLENT ASSOCIATION, INC.

AND

THE VILLAGE OF SILVER CREEK
NEW YORK

JUNE 1, 2006 to MAY 31, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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ARTICLE I

SECTION - I LEGISLATIVE CLAUSE

It is agreed by the parties that any provisions of the agreement requiring legislative action to permit the implementation by amendment of law or by providing the additional funds thereof, shall not become effective until appropriate legislative body has given its approval.

ARTICLE II

SECTION - I RECOGNITION

The Village of Silver Creek recognizes the Village of Silver Creek Police Association Inc., (hereafter referred to the P.B.A.), as the sole and exclusive representative of all member employees of the Village of Silver Creek Police Department. Such recognition shall extend unchallenged for the maximum permitted by law.

ARTICLE III

SECTION - I RIGHTS OF THE P.B.A.

The P.B.A. shall have the exclusive right to represent all full time employees in the heretofore defined negotiating unit in any and all proceedings under Civil Service Law, administration of the labor agreement or any other rule, regulation or statute. The P.B.A. reserves the right of its designees to administer the agreement and to have access to employees for the purpose of administering the agreement free from restraint of coercion. The P.B.A. reserves the right to exclusivity of access to bulletin boards and meeting space in the Police Department area for the purpose of conducting affairs of the P.B.A.

ARTICLE IV

SECTION - I FALSE ARREST PROVISION

False arrest and assault insurance shall be provided to all on duty Police Officers, including part-time Police Officers of the Silver Creek Police Department by the Village of Silver Creek; entire cost of such insurance shall be paid by the Village of Silver Creek, however, upon review of the Village Board, the Officers may be liable for on half (1/2) of the deductible portion of the insurance, but in no event shall the Officer's contribution be in excess of $250.00. The Village shall indemnify the Officer from any judgment in excess of the policy limits, policy number.

ARTICLE V

SECTION - I PERMANENT STATUS

After satisfactory completion of a twelve (12) month probationary service, which shall include mandatory time attending Police Training School and graduation from said school, each employee under this agreement will be accorded Permanent Status and entitled to the provisions parallel to Section 75 of the Civil Service Law. This is to include all new Officers as well as transferred personnel.

SECTION - 2 PERMANENT STATUS

After completion of on-the-job training of new Officers, full or part-time, the Training Officer shall have the obligation to make recommendations to the Chief of Police with regard to the capability of the new Officer in performance of his duties.
ARTICLE VI

SECTION - 1 SENIORITY

Seniority is defined as length of continuous service with the employer in this bargaining unit. Shift preference shall be determined by the Chief of Police, based on seniority.

ARTICLE VII

SECTION - 1 PROMOTIONAL APPOINTMENTS

The Village of Silver Creek Board of Trustees may make a provisional appointment of a promotional position only within the Silver Creek Police Department, in the event of a retirement, death or vacancy of a position by a Police Officer holding such position. This shall include any new position which may be created in the future.

ARTICLE VIII

SECTION - 1 OVERTIME

All employees shall receive overtime at a rate of time and one-half (1-1/2) his hourly rate for all hours worked in excess of forty (40) hours in one week as well as any holidays worked by the employee. An employee will have the option of being paid for the overtime or converting the overtime into compensatory time at a rate of time of one and one half (1-1/2). This compensatory time must be used before the ending of the following pay period for which it was earned. If he does not use it, he will then be paid for said time the rate of time and one half (1-1/2). Any overtime must be authorized by the Chief or Acting Chief of Police.

SECTION - 2 OVERTIME

Holiday, vacation, personal leave, bereavement leave and sick leave shall be considered as days worked for computation of overtime.

SECTION - 3 OVERTIME

In the event an employee is called into work outside his normal scheduled working hours, he shall receive a minimum of two (2) hours of pay at the rate of time and one half (1-1/2)

SECTION - 4 OVERTIME

The employer will not curtail a shift or scheduled days to avoid the payment of overtime.
ARTICLE IX

SECTION - 1 VACATIONS

Paid vacations for Police Officers shall be allowed according to the following schedule:

<table>
<thead>
<tr>
<th>After</th>
<th>Vacation Days</th>
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<tbody>
<tr>
<td>one</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>two</td>
<td>Ten (10) days</td>
</tr>
<tr>
<td>five</td>
<td>Fifteen (15) days</td>
</tr>
<tr>
<td>ten</td>
<td>Twenty (20) days</td>
</tr>
<tr>
<td>fifteen</td>
<td>Twenty Five (25) days</td>
</tr>
<tr>
<td>twenty five</td>
<td>Thirty (30) days</td>
</tr>
</tbody>
</table>

SECTION - 2 VACATIONS

All vacation time shall be used within the fiscal year. Any vacation time not used by the last day of the fiscal year will be paid at the rate for which the vacation was earned.

SECTION - 3 VACATIONS

Holidays during a vacation will not be chargeable.

SECTION - 4 VACATIONS

All unused vacation, holiday, sick time shall, at the time of termination of said employee, be paid to said employee. All unused vacation, holiday, and sick time shall, at the death of an employee, be paid to his beneficiary of said employee.

SECTION - 5 CONSOLIDATION OR TRANSFER OF SERVICES

The Village will retain rank and seniority of its members upon considering any form of consolidation or transfer of governmental services along with keeping the Silver Creek P.B.A. informed of negotiations between the Village and other Government involved. This is to be done according to Civil Service Law.

ARTICLE X

SECTION - 1 HOLIDAYS

Thirteen (13) holidays as currently observed are as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Fourth of July, Veteran's Day, Easter and Martin Luther King's Birthday, Employees Birthday. Substitution of religious holidays according to religious affiliation of Police Officers is expressly authorized (e.g. Yom Kippur may be taken in place of New Years Day).

SECTION - 2 HOLIDAYS

Employee shall be paid for all unused holidays from the proceeding year December 1 – November 30, on the first pay period in December.
ARTICLE XI

SECTION - 1 SICK TIME

Each employee shall be allowed one and one quarter (1-1/4) sick days per month. The sick leave shall accumulate from year to year, but in no case shall an employee be allowed to accumulate more than two hundred (200) days. An employee hired after 12/01/91 upon retirement or death, will be eligible for fifty (50) percent of his or her accrued sick time for a cash sellout or seventy five (75) percent of his or her accrued sick time to purchase Health Insurance through the Village of Silver Creek. A doctor’s certificate may be requested by the Chief of Police after three (3) consecutive days of sick leave. All unused sick time will be paid in full upon retirement of employee at the employee’s rate of pay at retirement.

SECTION - 2 FAMILY SICK TIME

All Police Officers shall be permitted to use up to five (5) accumulated sick days annually to be charged to sick leave for illnesses in the immediate family. Immediate family shall be defined as spouse, child, father, mother, father-in-law, mother-in-law, and grandchildren. Family sick leave can be used for medical purposes or family medical care and shall not be reasonably withheld. No doctor’s excuse is required for family sick leave if used more than three (3) consecutive days.

SECTION - 3 SICK TIME INCENTIVE

Effective June 1, 2001, any officer who does not use a sick day from June 1 to December 31, shall have the right to cash in one (1) sick day and/or from January 1 to May 31, shall have the right to cash in one (1) sick day at the officers regular daily rate. The maximum amount of sick days an officer can be cashed in is two (2) per calendar year.

ARTICLE XII

SECTION - 1 BEREAVEMENT LEAVE

All employees shall be allowed three (3) consecutive working days for each death in the immediate family. For the purpose of this section, the term immediate family shall be defined as the affected employee’s father, mother, wife, husband, brothers, sisters, children, mother-in-law, father-in-law, grandparents, sister-in-laws, brother-in-laws. If these days are used, they shall not be deducted from sick leave, vacation, holiday time, or other personal leave time.

SECTION - 2 BEREAVEMENT LEAVE

Bereavement leave shall not be cumulative. Proof of death in family must be provided to employer if so requested.

ARTICLE XIII

SECTION - 1 PERSONAL LEAVE

All employees of the bargaining unit shall be granted three (3) personal days per year. Notification shall be given in advance, if possible to the Chief of Police. Personal Leave days will not be accumulated from year to year.
ARTICLE XIV

SECTION - 1 INSURANCE

The Village shall pay the full cost of hospitalization insurance for all member employees, and their spouses and children under the age of 18 years, or 23 years if engaged as full time students. The Blue Cross-Blue Shield and Major Medical policies to be in force are appended hereto as ADDENDUM B.

SECTION - 2 INSURANCE

Effective November 26, 2003, the Village shall pay the full cost of Blue Cross/Blue Sheild HMO 202 Option 5. The Village will reimburse all officers for their Primary Physician Co-Pays, Specialists Co-Pays, Outpatient Surgery Co-Pays, Emergency Room Co-Pays, Hospital Admission Co-Pays, Prescription Co-Pays and Chiropractor Co-Pays.

SECTION - 3 INSURANCE

Effective November 23, 2003, the Village will pay the amount of $2000.00 payable March 1st, and September 1st of the calendar year, in which any member opts out of the medical insurance plan Blue Cross/Blue Shield HMO 202 option 5. The employee may opt back into the insurance plan upon the next enrollment period the following calendar year.

SECTION - 3 RETIREMENT

The Village will pay the entire cost of the retirement under section 384 of the New York State Policemen’s and Firemen’s Retirement System. Effective November 1, 1989, the retirement program will be changed to Section 384-d, 20 year retirement, of the New York State Policemen’s and Firemen’s Retirement System.

Effective May 31, 2005, the Village will make available for a one (1) year limited time period, to only those Police Officers enrolled in Section 384-d, the retirement options set forth in Section 384-e of the New York State Policemen’s and Firemen’s Retirement System and Social Security Law for Tier 2 members. The One Year period begins May 31, 2005 and ends on May 31, 2006.

SECTION - 4 RETIREMENT INSURANCE

The Village of Silver Creek will provide to each member of the association upon retirement one month of Single Health Insurance for each year the member has completed with the Village of Silver Creek. Family Health Insurance will be made available with the additional cost of the Family Health Plan be the sole responsibility of the member. The insurance will be the plan described in Article XIV Section - 1 of the contract.

SECTION - 5 CASH OUT OF ACCUMULATED SICK LEAVE UPON RETIREMENT

When a police officer intends to retire, he/she shall notify the Chief of Police of his/her intent to do so.

Such officer’s accumulated sick time, not to exceed two hundred (200) days, for current officers and not to exceed one hundred (100) days for officers hired by the Village after December 1, 1991, may be converted to a cash payment upon retirement. An officer may elect, however, to use all or any of his/her accumulated sick leave, not to exceed two hundred (200) days for current officers and not to exceed one hundred fifty (150) days for officers hired after December 1, 1991 to pay for premiums of extending the insurance coverage provided in Article XIV Section - 1 for himself/herself and his/her dependants. If an officer becomes deceased while said medical insurance benefits are being paid, the premiums shall continue to be paid for the officer’s spouse and/or dependants, providing that this is allowable with the insurance carrier; but if it is not allowable, then the unexpended balance shall be paid within thirty (30) days, in cash, to the said spouse and or dependents. The value of each accumulated sick pay for the purpose of computing the period of extended coverage shall be determined by the daily average earnings of the retiring officer based
ARTICLE XV

SECTION - 1 CLOTHING ALLOWANCE

A clothing allowance of $400.00 ($450.00 effective June 1, 2007) ($500.00 effective June 1, 2008) will be allowed for each officer. Clothing allowance shall include uniform shirts, trousers, lightweight jacket, ties, shoes, boots, socks, heavy weight jacket and gloves. Officers will be reimbursed for any of the above purchases made directly by him by presenting a receipt and voucher or the same to the Village Treasurer, who shall have control of his allowance.

SECTION - 2 CLOTHING ALLOWANCE

All clothing purchased by the officer will go through the proper voucher system to the vendor. Village has a purchase order/voucher system in operation and that procedure will be followed.

SECTION - 3 CLOTHING ALLOWANCE

All equipment shall be furnished to the Officer by the Village of Silver Creek. Equipment shall include hats or caps, raincoats with hat or cap covers, leggings, duty weapon (pistol), holster, belts, cartridge holder, handcuffs, handcuff case, pepper spray, pepper spray holder, three (3) badges collar pins, name pins, billy club, ammunition, flashlight, shoulder patches, and any other equipment which might be needed in the performance of duty.

SECTION - 4 CLOTHING ALLOWANCE

The Village of Silver Creek shall replace any clothing or equipment which is damaged in the line of duty, other than by negligence of the Officer.

SECTION - 5 CLOTHING ALLOWANCE

The Village of Silver Creek shall provide ammunition for practice, qualification, and pistol matches, when authorized by the Chief of Police.
ARTICLE XVI

SECTION – 1 GRIEVANCE PROCEDURE

A grievance is a complaint regarding the application of interpretation of the labor agreement by one or more employees of the P.B.A.

STEP – 1

The aggrieved employee shall have the right to present a grievance to his or her immediate supervisor rally within seven (7) working days of the occurrence or when the employee become aware of the occurrence of the grievance. If the matter is not resolved within three (3) working days, the aggrieved may be appealed to step two.

STEP – 2

The employee will submit written explanation of the grievance to the Chief of Police within ten (10) days. Following receipt of the grievance, the Chief of Police will render a written decision within ten (10) working days of receipt stating the merits of the explanation. If the matter is not satisfactorily resolved, the employee shall have the right to proceed to the third step of the grievance procedure.

STEP – 3

Within ten (10) working days after step two reply, the employee shall file in writing to the Chief of Police a notice of appeal. The Chief of Police shall call a hearing to be held within ten (10) working days before the Village Board of Trustees. Each party shall present oral and written arguments. The Board shall render within ten (10) days a written statement with the proposed resolution to the dispute. If the matter is not satisfactorily resolved, it shall be submitted to step 4.

STEP – 4

The P.B.A. shall notify the Chief of Police that it intends to submit the matter to arbitration. The rules of the public employee relations board shall prevail in the selection of a arbitrator. The arbitrator may not add to, detract from, change or modify any section of this agreement. The decision of the arbitrator shall be final and binding. The employee may at any step of the procedure, appoint or delegate his or her representative. The fees and expenses charged by the arbitrator shall be divided equally between the Village and the P.B.A.

ARTICLE XVII

SECTION – 1 STEWARDS – P.B.A. ACTIVITIES

The President of the P.B.A. shall be allowed to investigate alleged grievance and to appear with a fellow employee at any stage procedure when they occur, without loss of pay.

SECTION – 2 STEWARDS – P.B.A. ACTIVITIES

The Village shall allow up to thirty-six (36) work hours per year to the President of the Silver Creek PBA and/or his designated representative(s) to attend without loss of pay or accrued benefits: conventions, seminars, meetings, PBA activities and workshops. A request for this time off shall be made to the Chief of Police or his designee in a timely manner.
ARTICLE XVIII

SECTION - 1 JOB POSITIONS

When a job vacancy occurs within the Silver Creek Police Department, the Chief of Police and the Village Clerk will be responsible for distributing announcements for such vacancies. Announcements of such vacancies shall contain the title of the position to be filled and the qualifications. When vacancies are announced, applicants who wish to be considered for appointment shall file the appropriate notice within ten (10) days following the announcement of the vacancy. All applicants must be eligible according to the rules of the Chautauqua County Civil Service and their names must appear on the list of eligible as furnished by the Chautauqua County Civil Service.

SECTION - 2 JOB POSITIONS

Qualifications for promotion must include at least one year full time service with the Silver Creek Police Department to be eligible to take a promotional exam or receive a promotional position within the Silver Creek Police Department.

ARTICLE XIX

SECTION - 1 SAVINGS CLAUSE

If any provision, or a part thereof, of this agreement or any additions thereof, should be deemed in violation of any Federal, State, or Local Law, the remaining provisions of this agreement, or portion thereof, shall not be affected, and shall remain in full force and effect.

ARTICLE XX

SECTION - 1 MISCELLANEOUS

Copies of this document shall be furnished to each employee.

SECTION - 2 MISCELLANEOUS

With authorization of the Village Board, proper expense of any employee attending a conference or workshop shall be paid in full. Employee shall not suffer loss of income because of their attending conference or workshop.

SECTION - 3 MISCELLANEOUS

Upon signing of this agreement, the contract supersedes all past contracts and agreements.

SECTION - 4 MISCELLANEOUS

The Chief of Police will keep or have kept record of all leave accruals for each employee.

SECTION - 5 MISCELLANEOUS

An employee shall not suffer a reduction in pay because of compliance with any section of this agreement.

SECTION - 6 MISCELLANEOUS

Uniform Cleaning shall be done at the expense of the Village as appears to on Appendix C hereto.
SECTION - 7 MISCELLANEOUS

A five percent (5%) shift differential wage will be paid for regularly established night shifts. For the purpose of this section, regularly scheduled night shift shall mean any shift starting after 11:00 PM. A two and one half percent (2-1/2%) shift differential wage will be paid for all regularly scheduled afternoon shifts. For the purpose of this section, regularly scheduled afternoon shift shall mean any shift beginning on or after 3:00 PM. When necessary to schedule the split shift 7:00 PM to 3:00 AM, the shift differential will be calculated at half afternoon and half night shift.

SECTION - 8 MISCELLANEOUS

The employee agrees to respect the jurisdictional rights of the P.B.A. and shall not direct or require employees or persons other than employees to perform work which is recognized as work of the employees in the defined unit. All such work shall be in the jurisdiction of the Silver Creek Police Department at the discretion of the Chief of Police.

SECTION - 9 MISCELLANEOUS

A set of Departmental Rules and Regulations previously drawn up by a committee consisting of the Village Attorney, Village Board, Chief of Police and representatives of the P.B.A. No one person has the power to amend, add or delete any section without same committee unanimously agreeing to the same.

SECTION - 10 MISCELLANEOUS

Excluding presently established routine shift schedule, all vacated shifts of said established schedule or any extra tours of duty will be offered to full time personnel on a rotating basis starting with the senior employee prior to the use of part-time personnel.

SECTION - 11 MISCELLANEOUS

Any officer who had incurred injury or illness, and who had exhausted his available sick time, shall be allowed to return or continue to his employment with curtailed duties so long as he is able to perform normal information gathering and/or administrative duties. Such light duty shall be available for up to forty (40) hours per contract year, with additional light duty available at the discretion of the Chief and with the approval of the Village Board. Nothing in this Section shall impair any right under General Municipal Law Section 208-d.

SECTION - 12 MISCELLANEOUS

If an employee is suspended without pay, he may use all of his accumulated time (except sick time) until the matter is resolved.

SECTION - 13 MISCELLANEOUS

Each member of this association shall receive compensation of three hundred seventy five dollars ($375.00) for 2001, four hundred seventy five dollars ($475.00) for 2002, five hundred seventy five dollars ($575.00) for 2003. Nine Hundred Seventy Five dollars ($975.00) effective June 1, 2004, one thousand three hundred seventy five dollars ($1375.00) effective June 1, 2005. The purpose of line up pay is for daily roll call, orders of the day and/or review of the complaint sheets. This payment shall be prorated over twenty six (26) pay periods and shall be included in an officer’s weekly wages and be considered part of his/her base salary.
SECTION-14 MISCELLANEOUS

Any Police Officer who receives a summons for jury duty shall notify the Chief of Police immediately. Any officer who is required to attend jury duty shall be deemed to have worked his shift and the Officer will be compensated for a full days pay. This shall also apply to Officers who work second or third shift. As a condition to be paid their usual salary, they shall turn over to the Chief of Police the fees earned as a juror, retaining the mileage allowance.

SECTION-15 MISCELLANEOUS

Effective 06-01-01, The Village of Silver Creek reserves the right to require all Full-Time members of the Village of Silver Creek Police Department to complete a comprehensive medical examination annually by a duly licensed physician of his/her choice and file a statement from the examining physician with the Village as to his/her physical competence. Such statement will be treated as strictly confidential information. The employer shall pay for all costs associated with such annual examination, however if any additional testing required, the cost shall be burdened to the employee's health insurance. At not time shall any employee be personably responsible for any cost/payment of any part of the said physical. The health physical shall not include any type of drug testing.

SECTION-16 MISCELLANEOUS

The Village shall establish an Un-reimbursed Medical Benefit Fund for each member to directly reimburse Officers and their covered dependents for 100% of the un-reimbursed medical expenses. The Village will make available to the members the sum of two hundred fifty $250.00 dollars on June 1, 2002, three hundred $300.00 dollars on June 1, 2003, three hundred fifty $350.00 dollars on June 1, 2004, and four hundred $400.00 dollars on June 1, 2005 per member annually to be used by the members to fund the benefit plan. Any money which is not exhausted by the last day of the fiscal year shall be forfeited.
ARTICLE XXI

SECTION - 1 WAGES
Starting Salary a newly appointed Full Time Police Officer shall be set up as Probation, Appendix A.

SECTION - 2 WAGES
Upon completion of a one (1) year probationary service and receiving a Permanent Appointment for Full Time Police Officer, the Officer shall be paid at the rate in Step 1, Appendix A.

SECTION - 3 WAGES
Upon completion of two (2) years service, the Officer shall be paid at the rate of Step 2, Appendix A.

SECTION - 4 WAGES
Upon completion of four (4) years of service, the Officer shall be paid at the rate of Step 3, Appendix A.

SECTION - 5 WAGES
Upon completion of six (6) years of service, the Officer shall be paid at the rate of Step 4, Appendix A.

SECTION - 6 WAGES
Upon completion of eight (8) years of service, the Officer shall be paid at the rate of Step 5, Appendix A.

SECTION - 7 WAGES
The Sergeant shall be paid as per Appendix A.

Effective June 1, 2006, for purposes of pay. All Full Time Police Officers hired after June 1, 2006 their rate of pay (vacation time, longevity) shall be determined by their hire date as a Full Time Police Officer for the Village of Silver Creek. Any Full Time Officers hired prior to June 1, 2006, their time shall be calculated by time in the New York State Retirement System.
ARTICLE XXII

SECTION – 1 LONGEVITY

Effective June 1, 2001, Police Officers shall receive longevity pay annually on their anniversary date in accordance with the following schedule:

<table>
<thead>
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<th>Years</th>
<th>2001</th>
<th>2002</th>
<th>2003</th>
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<tr>
<td>(A) 4</td>
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<td>$300.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>(B) 8</td>
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<td>$500.00</td>
</tr>
<tr>
<td>(C) 12</td>
<td>$400.00</td>
<td>$500.00</td>
<td>$600.00</td>
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<td>(D) 16</td>
<td>$500.00</td>
<td>$600.00</td>
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<tr>
<td>(E) 20</td>
<td>$600.00</td>
<td>$700.00</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

ARTICLE XXIII

SECTION – 1 TECHNICIANS PAY

Each member of the association shall be compensated annually for Technicians Pay in the amount of Five Hundred ($500.00) dollars in 2001, Six Hundred ($600.00) dollars in 2002, Seven Hundred ($700.00) dollars in 2003. One Thousand ($1,000.00) dollars in 2004. One Thousand Three Hundred ($1,300.00) dollars in 2005. The qualifications and standards for technicians shall be determined solely by the Chief of Police and the P.B.A. Throughout the term of this agreement, two (2) officers shall be certified as identification officers, two (2) officers shall be certified as instructors, two (2) officers shall be certified as D.A.R.E. Officers, one (1) officer shall be certified as a computer technician, one (1) officer shall be certified as a Narcotics Officer/Investigator, one (1) officer shall be certified as a juvenile investigator, one (1) officer shall be certified as a range officer, one (1) officer shall be certified as a community police officer/neighborhood watch, one (1) officer shall be certified as a bicycle safety patrol officer. Each officer may receive more than one certification, but will only receive one (1) technicians allowance. Technicians pay will be added to the officers base pay.
This Agreement shall cover a sixty (60) month period beginning June 01, 2006 and shall be in full force until May 31, 2011, with a wage re-opener each year for the years beginning June 1, 2009 thru May 31, 2010 and June 1, 2010 thru May 31, 2011.

The PBA shall inform the Village Board in writing of its intentions to negotiate a new agreement, solely for the purposes of wages, by the first Village Board Meeting in December of 2008, with the first session to begin no later than thirty (30) days thereafter. This will be repeated in December of 2009, for the period of June 1, 2010 thru May 31, 2011.

The PBA shall inform the Village Board in writing its intentions to negotiate a new contract agreement by the first Village Board Meeting in January 2011, the first session to begin no later than thirty (30) days thereafter.

For the Silver Creek Police Association, Inc.

[Signature]
President Stephen Romanik

[Signature]
Secretary Timothy Roche

For the Village of Silver Creek, New York

Edward Newman
Mayor Edward Newman

[Signature]
Trustee Kurt Lindstrom

[Signature]
Trustee Freida Barnes

[Signature]
Trustee William Harford

[Signature]
Trustee Richard Peters
### Appendix A - Wages

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Patients can start taking for prescriptions that Community Blue would not have covered in the past without your doctor submitting prior approval requests to Community Blue.

Tightly Managed Single Tier Co-pay

- PMP $250/$500
- No Co-pay
- $250/$500
- $500/$1000
- $500/$1000

No yearly cap, lifetime maximum.

OOP Co-pay is less if you change plans.
<table>
<thead>
<tr>
<th>Hospital Co-pay</th>
<th>Hospital Co-pay</th>
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<td>50% Co-pay</td>
<td>$Specialist Co-pay</td>
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Base plans cover dependents to age 19
Riders available for Full Time Students and dependents who reach age 19

- Choice of $250/500 or $500/1,000 deductibles
- 80/20 Coinsurance
- $2000/$4000 Out of pocket maximum.
- $Same co-pays as in-network

- $500/1,000 deductibles for single/family
- 75/25 Coinsurance
- $2000/$4000 Out of pocket maximum.
- $Same co-pays as in-network

* This is not a complete comparison or contract, and should be used only as a guide to assist you in evaluating these programs.
Memorandum of Agreement

Effective June 1, 2006

The Village of Silver Creek shall retain the right to seek alternative health insurance benefits (including network) equal to or greater than provided by the Blue Cross/Blue Shield of Western New York HMO 202 plus (option 5) with any other bonafide insurance carrier. However, any change in benefits (including network) and/or carrier must be agreed upon by the Silver Creek Police Benevolent Association.

The Silver Creek Police Benevolent Association agrees to consider when negotiating a change in an insurance benefits package opening the following sections of the contract only:

Article XIV Section 2 Insurance (Co-Pays)
Article XX Section 16 Miscellaneous (Un-reimbursed Medical)

It is mutually agreed by this Memorandum of Agreement between the Village of Silver Creek and the Silver Creek Police Benevolent Association to bid out an insurance package for the membership equal or greater to the current Blue Cross/Blue Shield HMO 2020 plus (option 5).

The Village of Silver Creek will have two members of the Silver Creek PBA participate in creating written proposals for bidding. Any package proposal for bid must be advantageous to the PBA and a cost savings to the Village. The PBA must agree on any change as stated above.

Stephen Romanik – President PBA
Kurt Lindstrom – Trustee for Village

Dated March 20, 2006