

Ratified 5/29/18

AGREEMENT

Between

The Village of Cooperstown,

Otsego County, New York

A Municipal Corporation

and

Teamsters Local 317

An Affiliate of the

International

Brotherhood of Teamsters

June 1, 2017 through May 31, 2020

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Article 1  
Agreement

This agreement made and entered into this day of \_\_\_\_\_, 2018 by and between the Village of Cooperstown, Otsego County, New York, a municipal corporation organization and existing under the laws of the State of New York, hereinafter referred to as the Village and the Teamsters Local 317, hereinafter referred to as the Union.

Article 2  
Witness

**Whereas both parties are subject to the terms of The New York State Employees Fair Employment Act often referred to as the Taylor Law, which became effective September 1, 1967, "It is agreed by and between the parties that any provision of the agreement requiring legislative action to permit its implementation by agreement of law or by providing the additional fund thereof, shall not become effective until the appropriate legislative body has given approval."** This provision is specific language and is required by Taylor Law, 204-a.

Article 3  
Teamsters Recognition as Sole Bargaining Agent

The Village recognizes the Teamsters Local 317 as the negotiation representative for its members with respect to the term and conditions of employment contained in this agreement for the term of this agreement.

The Teamsters Local 317 shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the Village for the purpose of complying with this article.

The following titles are covered under this contract: Police Officer (full-time) and Police Sergeant (in the event this title is created by the Board of Trustees.)

Article 4  
Management Rights

The Village of Cooperstown Board of Trustees and The Village Police Chief have the exclusive right under this Agreement, without prior negotiation with the Union, to manage the business of The Village of Cooperstown Police Force and direct the respective police force including but not limited to, the right to:

- a. hire, discharge, terminate, suspend, lay off for just cause according to due process, promote and determine qualifications of police officers provided exercise of such rights does not abridge provisions of this agreement.
- b. establish, eliminate, consolidate and modify any and all police force assignments, new jobs, job classifications, revised wage rates for "new" jobs or jobs changed during the term of this Agreement, provided all decisions are within the language of this Agreement. All such decisions will be communicated with the Union.
- c. The Village clearly recognizes the exercise of any such right, adoption of rules, the exercise of authority, implementation of regulations, policies that are deemed necessary, will as they pertain to officers represented by the Union, be restricted only by the terms of this Contractual Agreement and the provisions of the Taylor Law, NY State Statutes, Local Law/Ordinances or other Legislative Law applicable to the application and interpretation of this Agreement.

Article 5  
Zipper Clause

The Village and the Union agree all matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between The Village of Cooperstown and Teamsters Local 317.

Article 6  
Wages and Night Differential

The Village and the Union agree to implement the following wage schedules, effective on and retroactive to June 1, 2017:

(A) Wage Increases

percent = 3% of base 6/1/17 – 5/31/18; 2.25% of base 6/1/18 – 5/31/19; 2% of base 6/1/19 – 5/31/20

	<u>Calendar period</u> <u>06/01/17 to 05/31/18</u>		<u>Calendar period</u> <u>06/01/18 to 05/31/19</u>		<u>Calendar period</u> <u>06/01/19 to 05/31/20</u>	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Grade 5	39,234.02	18.8625	40,116.78	19.2869	40,919.12	19.6726
Grade 4	42,073.25	20.2274	43,019.90	20.6826	43,880.30	21.0962
Grade 3	47,475.08	22.8246	48,543.27	23.3381	49,514.13	23.8049
Grade 2	50,156.99	24.1139	51,285.53	24.6565	52,311.24	25.1496
Grade 1	54,139.44	26.0286	55,357.57	26.6143	56,464.73	27.1465

For purpose of wage scale placement, the Village may, in its discretion, credit external hires with prior service time as police officers in New York State.

(B) Night Differential

An officer shall be paid an additional \$1.25 per hour for hours worked between 4:00 p.m. and 8:00 a.m.

(C) Issuance of paychecks

Officers covered by this Agreement will be paid on a bi-weekly basis.

(D) Out of Title Pay

In the event an employee is required to work for a period of 10 consecutive workdays in a higher title, such officer will be eligible for compensation at \$1.00 an hour additional above the employee's existing hourly rate of pay. If the employee remains required to work in a higher title at 15 consecutive workdays, such officer will be eligible for compensation at \$2.00 an hour additional above the employee's existing hourly rate of pay.

Article 7  
Educational Benefits

Upon satisfactory completion of degree requirements at an accredited college or university a premium will be added to the base salary. The premium will be added only upon the authorization and recommendation of the Police Committee. In no event will this premium be available to a probationary officer. The premium for an Associates Degree will be \$250.00. The premium for a Bachelors Degree will be \$500.00. The premium for a Masters Degree will be \$750.00.

Article 8  
Anniversary Date and Promotions through the Pay Grades

- (A) Anniversary date is the anniversary of the first day of employment for the officer by The Village of Cooperstown.
- (B) The following timetable will be followed for full time officers promoted to a higher pay grade:

<u>Step 1. Promotion to Grade 4</u>	Only after successfully completing one additional year from original date of full time hire and having graduated from basic police school.
<u>Step 2. Promotion to Grade 3</u>	Only after completing 1additional year of service measured from the date of the last promotion.
<u>Step 3. Promotion to Grade 2</u>	Only after completing 1additional year of service measured from the date of the last promotion.
<u>Step 4. Promotion to Grade 1</u>	Only after completing 1additional year of service measured from the date of the last promotion.

Article 9  
Longevity Recognition and Payment

In addition to the recognition given officers by their progressive promotional increase to their base pay the Village of Cooperstown will also provide compensation for years of service through a longevity payment. Such payment will be added to the officers base pay.

The following amount will be added to the base wage in recognition for the years of service:

1. Upon beginning 5th year through completion of 9th year  
\$1000
2. Upon beginning 10th year through completion of 14th year  
\$1200
3. Upon beginning 15th year through completion of 19th year  
\$1700
4. Upon beginning 20th year through the life of this Agreement  
\$2700

The longevity payment will remain at the 20th year level for years worked after 20 years for the life of this Agreement. Payment will be on the first pay day following June 1st.

#### Article 10 Joint Labor Relations Committee

In order to facilitate a harmonious relationship between the Village of Cooperstown and the Village Police Force the Village agrees to meet on a regular basis to discuss issues relevant to the "terms and conditions of employment" as defined in The Taylor Law, Articles 203 and 204.

Such meeting will consist of the appropriate representative for the Village of Cooperstown, depending on the issue, the Police Chief as needed and the Mayor or his/her representative at each meeting. For the Union the attendee's will include the Teamster's Business Agent and Steward. The intent is to normally have no more than 3 people present from each party.

Agenda items should be submitted by the Mayor and the Teamsters Business Agent to the Village Administrator one (1) week prior to the scheduled JLRC Meeting.

The schedule for JLRC will be on a bi-monthly basis with the option to cancel if no business is at hand or to convene a "special session" if there is an urgent need. The normally scheduled JLRC Meeting will be on the 1st Monday of every-other-month beginning in December of 2010.

Communications and scheduling will be through the Village Administrator with time, date and pre-scheduled agenda items from the Village and the Union Representative



identified a minimum of 1 week in advance of the meeting. The agenda will be available to all regular participants, if so requested, prior to the meeting to allow preparation time.

The Village of Cooperstown and the Teamsters agree the JLRC Meeting will be to resolve and communicate agenda items.

Furthermore, the Village and the Union agree the Joint Labor Relations Committee Meeting will become Step III of the agreed to grievance procedure.

## Article 11

### Grievance Procedure

#### 11.1 Compliance with Law and the contractual Agreement

The Village and Union agree all differences and disputes requiring the Grievance Procedure shall be in adherence to the provisions of The Taylor Law and all applicable Civil Service Law and limited to the terms and conditions of employment as defined in the language of this contractual Agreement commonly referred to as the Agreement.

11.2 Expressly excluded from the provision is any disciplinary proceeding. Such proceeding shall be conducted pursuant to Section 75 of the Civil Service Law.

11.3 Time limits are established in each step of the procedure to insure that an alleged violation of the Agreement will be settled as expeditiously as possible. It is understood and agreed that if the Village fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievance shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance shall be valid unless appealed within the time limits established.

11.4 The Union will be responsible for moving the grievance through the steps of the grievance procedure according to the stipulated number of days.

#### 11.5 Step I of Grievance Process:

In attendance will be the Chief of Police, Union Steward and the Grievant. Any officer having an alleged grievance shall, within ten (10) working days of the occurrence on which said grievance is based or within ten (10) working days of having knowledge of the incident, submit in writing to the Chief of Police the grievance on the mutually agreed to grievance form identified as appendix A in this Agreement. The Union shall have the right to represent any officer covered by the terms of this Agreement, at the officers request, at any step of the grievance procedure.

The Chief of Police shall hold a meeting with the Grievant and Union Steward within five (5) working days of the date of the written grievance filing.

The Chief of Police shall answer the grievance, in writing, within five (5) working

days of the date of such meeting.

11.6 Step II of Grievance Process

In attendance will be the Village Mayor or Mayor's designee, Union Steward/Business Agent and the Grievant.

In the event the alleged grievance is not settled in Step I and after receipt of the answer in Step I, the Grievant or the Union Steward/Business Agent, may appeal the grievance within five (5) working days to the Mayor via the Village Administrator. The Mayor or the mayor's designee shall meet with the Grievant and the Teamsters Business Agent within ten (10) working days of the date of the appeal to discuss the grievance. The Mayor shall answer the grievance, in writing, within ten (10) working days of such meeting.

11.7 Step III of Grievance Process will be the Joint Labor Relations Committee (JLRC)

In attendance will be as stipulated in the Joint Labor Relations Committee section of this Agreement.

In the event the alleged grievance is not settled in Step II, the Grievant, Steward or the Teamsters Business Agent may appeal the grievance, in writing to the Joint Labor Relations Committee within ten (10) working days of the answer in Step II. The written appeal shall be given to the Village Administrator to be entered as an agenda item for the next scheduled or special session JLRC Meeting.

A representative for the JLRC shall respond on behalf of the Village, in writing, to the Teamsters Business Agent within ten (10) working days of the date of such meeting.

Any grievance within the scope of this Agreement on which an arbitrator is empowered to rule, which is not settled under Step III of this Grievance Procedure herein provided, may be submitted to an arbitrator as herein specified as Step IV of this Grievance Procedure.

11.8 Step IV of Grievance Process - Arbitration

In the event the Union wishes to appeal an unsatisfactory decision at Step III, a demand for arbitration shall be submitted to the Mayor via The Village Administrator within ten (10) calendar days of receipt of the Step III decision. If the parties cannot agree the Union shall forthwith process and send a request to the American Arbitration Association (AAA) for the AAA to submit a list of arbitrators from which the parties shall select a mutually agreed to arbitrator, who shall arbitrate the dispute pursuant to this grievance procedure.

The arbitrator shall have no power to add to, subtract from or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented. The arbitrator shall limit himself/herself to the precise issue(s)

submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion that are not essential in reaching the arbitrators decision. The decision by the arbitrator shall be final and binding on the parties hereto.

- 11.9 All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.
- 11.10 The Village and the Union agree each step of the grievance procedure may be extended if mutually agreed.

Article 12  
Sick Leave & Workers Compensation (Gen.Mun.Law 207c)

Sick leave will be granted as follows:

Officers covered by this agreement will be credited with twelve (12) PAID sick days per year of employment. Unused sick leave at the end of the year shall carry over and accumulate to a total of one hundred sixty-five (165) days. Sick leave days will be either 8 or 10 hours, depending on the officer's regular work day.

A. Sick leave will be subject to the following conditions:

- (1). Sick leave has been established for the purpose of giving financial aid to officers who are absent from work due to personal illness or disability.
- (2). An officer who makes a false claim for sick leave benefits, or in any way misrepresents his/her claim for sick leave benefits shall be suspended from work without pay for a period of five (5) days and all accumulated sick leave credit for such employee shall be cancelled as of the date of the first day of his/her suspension from work. An officer who has returned to work, after being suspended for the aforementioned reasons, shall be eligible to have sick leave credited to his/her account in the same manner as provided herein for new officers.
- (3). Any officer who makes repeated falsifications and/or misrepresentations of claims for sick leave benefits shall be dismissed from employment.
- (4). For new officers, the first sick leave credit shall be added to such officer's account on the first day of the first month following his/her employment.
- (5). No sick leave credit shall be added to an officer's account during a continuous absence of thirty (30) or more calendar days. After an officer has returned to work following a continuous absence of thirty (30) days or more, sick leave credits shall then be added to his/her account starting on the first day of the complete month following his/her return to work.

- (6). Sick leave credits shall not be added to or held in reserve for the sick leave account of an officer who has accumulated the maximum amount of sick leave credits.
- (7). Sick leave credits shall be added to the account of an officer who has accumulated the maximum sick leave credits only as such accumulated credits are used. Credits shall then be added in the same manner as stated.
- (8). When an officer claims sick leave he/she must report the absence two (2) hours prior to the start of his/her assigned shift to the Police Chief or the designated person assigned by the Police Chief.
- (9). Before returning to work following a protracted illness or disability of five (5) or more work days, the officer must furnish a statement from a doctor stating the officer has recovered from the illness or disability to the extent the officer is able to resume his/her regular duties.
- (10). NOTE: "An officer may use up to ten (10) days of sick leave credits annually for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the accrued sick leave credits. For the purpose of family sick leave, an immediate family member will mean the officer's parent(s), spouse, domestic partner, children, including step-children.
- (11). Sick leave benefits shall not be paid for any absences from work due to an occupational injury or illness, which is covered by General Municipal Law, Article 207-c.
- (12.) Any accumulated sick leave credits not used prior to retirement or termination of an officer for any reason will be voided on the date of such retirement or termination of employment and no sick leave benefits shall be paid to the officer thereafter.
- (13.) For the purpose of paying sick leave benefits, an officer's shift will be considered. For an officer who is normally assigned second or third shift, the sick pay will include the night differential to the extent of the officer's shift assignment. For example, in the case of an officer who is normally assigned to the 4:00 p.m. to 12:00 a.m. shift four days and the 8:00 a.m. to 4:00 p.m. shift one day, four-fifths or (80%) of the premium will be added to the base hourly rate to calculate the sick pay.

Article 13  
Sick Leave Bank

- (1.) The Village shall establish a sick leave bank. The purpose of the sick leave bank is to aid bargaining unit members who suffer a period of prolonged illness, regardless of the medical condition or conditions causing the illness, and whose sick leave becomes exhausted during an extended period of illness.
- (2.) Officers may become members of the bank by banking one of their own accumulated sick leave days to the bank upon their initial enrollment and one additional day each year thereafter as deemed necessary by the Board of Trustees. Such donations shall be made by means of filing a signed authorization statement with the Village Treasurer not later than January 31st of each year.

Membership shall continue each year until the member notifies the Village Treasurer of his/her voluntary withdrawal but shall in no case continue into a new year without a contribution unless deemed necessary by the Board of Trustees.

Officers must have a minimum of five (5) days accrued to become a member of the Bank.

- (3.) The participant must have been sick for twenty (20) consecutive work days prior to commencement of sick leave bank benefits.
- (4.) The maximum number of days to be held in and available from the sick leave bank in any one year shall be equal to the total number of days contributed by the officer and shall not exceed one hundred (100) days.
- (5.) In the instance of a period of prolonged illness, and upon approval by the Village Board of Trustees an application with adequate justification (which shall include verification by a physician), a member of the bank whose sick leave accumulation has been exhausted, shall be entitled to draw up to eighty (80) days against the sick leave bank. There must be days available in the sick leave bank to use. The Board of Trustees shall have the right to have a physician of its choosing verify the medical condition.
- (6.) Upon separation from Village employment, a bargaining unit employee shall forfeit sick leave days previously contributed to the sick leave bank.
- (7.) Any balance in the sick leave bank remaining on May 31st of each year shall be carried over to the sick leave bank for the following year.

However, the Bank shall not exceed a total of seven hundred fifty (750) days.

- (8). In all cases, the Board of Trustees shall make the final determination of approval or disapproval of an employee's application.
- (9). The Board will review all outstanding applications and grants on a monthly basis.
- (10). The sick leave bank shall not apply to a situation where General Municipal Law, Article 207-c shall apply.
- (11). An officer who earns sick leave credits, while on extended sick leave and using sick leave bank credits shall be permitted to retain one day's credit. Any additional credits earned must be used by the employee as the credit is earned, before the employee may use a sick leave bank credit. Any sick leave bank credits which are not used by the employee as a result of the accrual and use of personal sick leave credits shall be returned to the sick leave bank.

#### Article 14

##### Family Medical Leave Act

- 14.1 The Village will require all full time officers to substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply:

"All accrued sick, vacation and compensatory time is to be used. An officer may then borrow from the sick leave bank, if the officer is a member of the sick leave

bank. If the officer is 'not' a member and all of the officers accrued time has been used, the balance of the FMLA time for the officer will be unpaid.

#### Article 15

##### Health Insurance

Full time police officer's shall be eligible for health insurance coverage for themselves and their eligible dependents according to the health insurance plan offered by the Village of Cooperstown. Health insurance coverage for the Village is reviewed annually to obtain cost effective coverage at a high level of coverage for all Village employee's and Village of Cooperstown Police Officer's. The Village agrees to provide an equivalent or greater plan to the plan in effect at time of ratification of contract in the event a change in plan is necessitated. In the event that the plan offered is a high deductible plan with HRA, the Village of Cooperstown agrees to fully fund the HRA each year while actively employed.

Full time officers, hired on or before June 1, 2013, who achieve ten (10) or more consecutive years of service as Village of Cooperstown Police Officer's shall be allowed to continue the same or equal coverage, including the payment plan, in effect on their last day of employment into retirement by applying in writing to the Village Treasurer 3 months in advance of their scheduled retirement date. This will include the Village fully funding any HRA accompanying the plan in effect at the time of retirement, if applicable.

Full time officers, hired after June 1, 2013, who achieve twenty (20) or more consecutive years of services as Village of Cooperstown Police Officer's shall be allowed to continue the same or equal coverage, including the payment plan, in effect on their last day of employment into retirement by applying in writing to the Village Treasurer 3 months in advance of their scheduled retirement date. This does not include the Village fully funding any HRA accompanying the plan in effect at time of retirement, the complete funding of any HRA will be the responsibility of the employee/retiree.

In order to qualify to receive the health coverage the officer must immediately retire into a New York State Police Officer/Fire Retirement System retirement plan. Additionally, the officer must have been actively covered under the Village Health Plan, as well as eligible dependents, while an active full time officer in the year preceding retirement.

For all full time officer's the Village will continue to pay the co-payment of prescription drug programs, less \$10.00 per prescription which the officer will pay. If the prescriptions are fully covered by insurance reimbursement, prescriptions will not be reimbursed by Village of Cooperstown funds and must be submitted by the employee through the insurance plan.

Health insurance coverage is always subject to the laws and regulations of the respective insurance carrier and underwriter's policy. Such conditions will apply at all times.

For full time officers the following employer-employee co-participation system shall apply:

(a). The term "Health Premium Margin" or HPM shall be used to signify the monetary difference between the Village provided health premium rate effective June 1, 1992 and an officer's current premium rate.

(b). The Effective Premium Rates as of June 1, 1992 were:

<u>Community Health Plan</u>	<u>Blue Cross/Blue Shield</u>
Individual = \$123.18	Individual = \$135.53
Family = \$322.27	Family = \$379.05

(c). For employees hired prior to June 1, 2013 the following Health Premium Margin payments will be in effect for the Village and the Police Officer's.

The Village will pay 90% of the Health Premium Margin.

The full time Officer's will pay 10% of the Health Premium Margin.

The above percentage of payments will be in effect at all times regardless of the years of service by the officer.

(d) For employees hired after June 1, 2013 the following Health Premium Margin payments will be in effect for the Village and Police Officer's at the completion of years of service as listed, except during first year of employment when insurance coverage will start with employment as noted in plan:

	Village will pay	Employee will pay
1 <sup>st</sup> yr	70%	30%
2 <sup>nd</sup> yr	75%	25%
3 <sup>rd</sup> yr	80%	20%
4 <sup>th</sup> yr	85%	15%
5 <sup>th</sup> yr	90%	10%

From the completion of the 5<sup>th</sup> year of employment through remainder of active employment, with no break in-service, the employee contribution shall remain at 10% of the Health Premium Margin.

All members are subject to the underwriters policy of the Health Insurance Carrier.

(3). Payment to Officer's who Choose not to be Covered by the Village offered Health Plan(s).

A full time officer who is eligible to be covered by the Village health care plan(s) but chooses not to be covered shall be entitled to receive a monthly payment from the Village for a sum of \$350 for each month he/she chooses not to be enrolled in the Village offered plan providing the officer submits written verification of his/her health care coverage from a different source to the Village Treasurer.

Article 16  
Holidays & Holiday Pay

Officers covered by this agreement shall be entitled to thirteen (13) holidays per year as follows:

New Years Day*	Labor Day	Martin Luther King Day**
Independence Day	Thanksgiving	Christmas
Veterans Day	Memorial Day	Member's Birthday
Presidents Day	Columbus Day	Floating Holiday (2)



\*However, an officer has the option of electing either New Years Eve or New Years Day as a holiday.

\*\*However, an officer has the option of electing either Martin Luther King Day or Easter as a holiday.

Officers who are scheduled to work on any of these holidays, except elective holidays, and do so work, shall receive pay at the rate of one and one-half times their regular wage and will be allowed a day off in lieu of the holiday worked. A holiday is paid at the employee's regular scheduled day. All holidays will be paid at either 8 or 10 hours depending on the officer's regular work day.

An officer will be paid out at the end of the fiscal year for any unused holiday time remaining for the fiscal year.

#### Article 17 Personal Leave

Full time officers covered by this Agreement shall receive four (4) days paid leave in a fiscal year for personal business. This personal leave will not be charged against any other leave credits. Personal leave may not be used in place of or to extend vacation, sick leave, time off, or paid holiday except on prior approval by the Police Chief.

The leave-request-form, appendix B in this Agreement, must be submitted at least 2 days in advance of the day requested unless there is an emergency which causes a more immediate need for the request.

A personal leave request can not be unreasonably denied.

The reason for the use of the "personal" business day does not have to be revealed.

All personal leave must be used during the fiscal year and will not be paid out or carried over into the following (next) fiscal year.

#### Article 18 Bereavement

An officer covered by this Agreement shall be granted three (3) bereavement paid leave days at the time of death of a member of his/her immediate family which includes domestic partner, parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships commonly known as "step" that have been raised in the family home. Additionally, an officer may be granted one (1) work day off with pay in the event of the death of other relatives.

If a death occurs while an officer is officially at work (on-duty), the officer may leave work upon notice to the appropriate supervisor and be paid for the balance of the shift

without any loss of bereavement leave time.

An officer may also save (bank) 1 of the 3 bereavement days for a reasonable period of time to be used at interment or a memorial service.

Bereavement leave will be limited to the relatives listed above.

Bereavement leave can be extended by accumulated sick leave, with the approval of the Chief of Police.

Article 19  
Call-In Time Pay

An officer covered by this Agreement that is called in to work when they are off duty will receive a minimum of four (4) hours pay.

Article 20  
Court Time Pay

An officer who is required to appear at court while off duty will receive a minimum of four (4) hours pay.

Article 21  
On-Call Time Pay

An officer working on an "on call" basis will be paid one-half (1/2) of the actual time he/she is on call.

Article 22  
Vacation Time

Full time officers will be granted paid vacation according to the following schedule following the completion of:

(1)	One year of continuous employment	10 days
(5)	Five years of continuous employment	15 days
(10)	Ten years of continuous employment	20 days
(15)	Fifteen years of continuous employment	25 days
(16)	Sixteen years of continuous employment	26 days
(17)	Seventeen years of continuous employment	27 days
(18)	Eighteen years of continuous employment	28 days
(19)	Nineteen years of continuous employment	29 days
(20)	Twenty years of continuous employment	30 days

Vacation will not accumulate from one year to the next. However, an officer may carry over one (1) week of vacation from the preceding year at their anniversary date. If an officer carries over one (1) week, the week must be used within 4 months in which the week was carried over. Vacation time will be provided on the employee's anniversary date of original full-time hire.

The maximum number of vacation days is 30 days.

The granting of vacation shall be determined by seniority.

Requests for vacation time must be submitted to the Police Chief, using the Village leave-request-form, at least 1 month in advance of the time requested.

Note: An officer will be entitled to a written response indicating "approval" or "denial" of a vacation request in no more than 10 calendar days after the date the request is made in writing, using the Village leave-request-form.

Vacation requests will not be unreasonably denied.

Unanticipated vacation needs may also be presented in writing to the Police Chief as soon as the officer is aware of the need.

Vacation will be scheduled so as not to interfere with the work of the department and not to cause the Village unnecessary expense.

Summer vacation requests will be treated the same as the requests during the other times of the year.

For the purpose of paying vacation pay the officer's shift will be considered. If an officer is normally assigned second or third shift, vacation pay will include the night differential to the extent of the officer's shift assignment. Example: If an officer is normally on the 4:00 p.m. to midnight shift four days and works 8:00 a.m. to 4:00 p.m. for one day of the same week, the officer will receive night differential for the four days worked 4:00 p.m. to midnight as part of the calculation of vacation pay. Other combinations of normal shift assignments will be treated in like fashion.

### Article 23 Uniform Allowance

Each full time officer covered by this Agreement will receive an allowance of up to \$600.00 for the replacement of uniform parts and to defray the cost of dry cleaning of the uniform, such costs will be submitted to the Police Chief. The uniform will remain the property of the Village and will be returned to the Village upon termination of employment. Individual accounts will be set up for each officer in order to track expenses. These accounts will be established by the Police Chief, and recorded internally in the Police Department.

Article 24  
Retirement

The Village will continue to provide each officer enrollment in the New York State Policemen and Firemen Retirement Plan 384-(d) which provides retirement after twenty (20) years of employment and is non-contributory.

Article 25  
Overtime Pay for Work in Excess of Normal Tour of Duty

25.1 Pay for Overtime worked

The Village will compensate officers to the extent mandated by law. All work in excess of forty (40) hours in a pre-arranged seven (7) day work week at a rate of one and one-half their normal rate of pay. Officers will have the option of receiving premium pay or compensatory time off, within the confines of the Fair Labor Standards Act. For the life of this Agreement full credit toward the 40 hour rule will be given for hours paid for all vacation time and for all holidays paid. Sick compensation and personal leave will not be included when calculating the 40 hour eligibility requirement for overtime pay hours.

25.2 Compensatory Time Off-This is an option to Choosing Pay for Overtime

Officers may accumulate up to sixty (60) rolling hours of compensatory time off work equivalent to the number of hours the officer would have been paid overtime had the officer not selected the compensatory option.

25.3 Note: The Finance Committee, on a case-by-case review, may grant additional accumulations of compensatory time. Compensatory time off will be granted at times mutually agreeable between the Village and the officer. Compensatory time may not be carried into another fiscal year without the approval of the Finance Committee. Any compensatory time not carried over will be paid to the officer.

Article 26  
Filling of Vacancies on-shift for Anticipated and Unanticipated Shift Shortages

26.1 An unanticipated vacancy is one which is not known until the day of the vacancy. An anticipated vacancy is one which is known five (5) or more days in advance of the vacancy.

26.2 Unanticipated Vacancy

A. First Step-Filling An Unanticipated Vacancy with a Volunteer

In the event a tour of duty is going to be below minimum staffing for police officer duties, the Police Chief or designee shall immediately canvass for a volunteer(s) using first the available part-time officers and then the rotating

(wheel) seniority list. All full time officers will be canvassed for a volunteer using the wheel overtime list to work a short-staffed shift.

B. Second Step-Ordering an Officer to Work an Unanticipated Vacancy.

In the event there is insufficient or no volunteer(s), the full-time officer working the preceding tour of duty shall be ordered using the inverse order of seniority, starting with the least senior officer. On each occasion thereafter, the vacancies shall be covered by the next least senior full-time officer(s) who has not been required to work.

The required overtime shall be recorded next to that officer's name. Any officer who is scheduled to work 12:00 a.m. midnight to 8:00 a.m. shall not be ordered to remain past 12:00 noon.

C. Filling an Unanticipated Vacancy Occurring ON-SHIFT

In the event a tour of duty becomes short staffed after it has begun, any off duty full-time officer in the police headquarters will be canvassed for a volunteer. In the event there is no volunteer, the rotating seniority list will be canvassed for a volunteer who is scheduled to work the next tour of duty, such officer will be asked to come in early. In the event there is no volunteer, then the least senior full-time officer contacted shall be required to report for duty. Future vacancies will be filled by the next least senior full-time officer in rotation being required to report for duty.

D. Advance Notice of An Anticipated Vacancy ON-SHIFT

In the event a tour of duty is anticipated to be below minimum staffing the Police Chief or designee shall immediately canvass for volunteer(s) using the rotating seniority list. If the vacancies are not filled by a volunteer within twenty-four (24) hours prior to the known vacancy (shortage) the Police Chief or designee will direct the next-up officer from the wheel; who is scheduled on the succeeding shift on the day of the vacancy. He/she will be required to report to work 4 hours early immediately before the start of their scheduled shift to fill the vacancy.

26.3 Canvass Procedure

Each full time officer shall provide the Police Chief or designee with a specific number to be contacted for overtime. A list of the date and time of all calls shall be maintained by the police department of those canvassed, and whether or not they accepted, declined or did not respond to the canvass call. Each full time officer shall have five (5) minutes to return the canvass call made to the number provided to the Police Chief or designee. In the event the full time officer does not return the canvass call the next full time officer on

the overtime list shall be canvassed and so on. In the event a tour of duty can not be covered for the full shift, the tour of duty can be split into two segments and filled with full time officers.

### 26.3. Successive Shifts Work

No full time officer shall be required to work and fill a vacancy in a tour of duty in the event the officer would then be working more than sixteen (16) consecutive hours, except in the event of a declared emergency pursuant to law. Again, an officer scheduled to work 12:00 a.m. midnight to 8:00 a.m. shall not be ordered to work past 12:00 noon.

### Article 27 Full Time Officers

The Village will staff the police department with adequate personnel to assure the safety and integrity of the residents and the officers of the department.

### Article 28 Personal Possessions

Personal possessions such as , but not confined to, eyeglasses and watches which are destroyed or rendered useless as a result of physical confrontations while an officer is discharging his/her official responsibilities, will be replaced by the Village with an item of equal value.

### Article 29 Jury Duty

Full time officers covered by this Agreement will be entitled to paid time off for jury duty, The Village will pay an officer's normal earnings for the time actively spent on jury duty. Verification of the time spent on jury duty will be provided to the Village by the officer. The officer will be required to sign over to the Village all court payments received for jury service.

### Article 30 Mutual Shift Exchange

An officer shall be entitled to mutually switch his/her tour of duty with another qualified officer provided such exchange does not result in the payment of any overtime compensation. Whenever officers agree to a mutual shift exchange the Police Chief will be informed.

### Article 31 Opening of a Police Officer's Locker

The Village may, in some cases, have a need to open an officer's personal locker. If a situation demands a village assigned locker to be opened, every reasonable attempt will be made to have the officer using the locker and a union steward present when the locker is opened.

If officers are unexcused from work for 3 days or more, or if a legal reason is presented to open the officer's locker the locker will be opened in the presence of another union representative.

Officers will be permitted to use their personal small combination lock. No key or combination needs to be given to a member of management.

The Village agrees the opening of a village assigned locker will not be done without the approval of the Police Chief and only for a specific reason which necessitates the opening.

#### Article 32

##### No Strike Clause

Specifically, a strike by public sector employees is prohibited by the Taylor Law. Adequate steps have been included in this Agreement for the equitable settlement of disputes regarding terms and conditions of employment by using the grievance procedure provided in this Agreement. Both parties agree that there will not be and that the Union, its officers, members, agents or principals, will not engage in, encourage, sanction or suggest strikes, slow-downs, lockouts, sick outs, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with the normal work performance of The Village of Cooperstown Police force.

The Board of Trustees shall have the right to discipline any police officer who encourages, suggests or participates in a strike, slow-down, sick-out or other such interference.

#### Article 33

##### Non-Discrimination in Employment

The Village of Cooperstown subscribes fully to all applicable federal and state legislation and regulations. This includes the Civil Rights Act of 1964 and 1991, as amended and New York State Human Rights Law regarding discrimination. The Village does not discriminate against employees on the basis of race, color, gender, religion, age, disability, marital status, or national or ethnic origin in employment. The grievance procedure, as defined in this Agreement, shall be the procedure to be used to resolve an alleged employment discrimination.

#### Article 34

##### Union Time

The steward or designee shall be permitted, during their normal paid working hours, to administer this Agreement providing such use of work-time does not interfere in any way with the work assignments of the shift. Such Union activity will be limited to administering to grievances, disciplinary issues and the terms and conditions of this Agreement.

Article 35  
Work Periods & Shift Work Assignments

35.1 Workweek

Definition of "workweek" means the seven (7) consecutive, twenty-four (24) hour periods commencing at 12:00 a.m. Saturday morning and ending at 11:59 p.m. Friday evening on the succeeding Friday (7 days later).

The "workweek" definition means Saturday at 12:00 a.m. becomes the start of a new workweek. All decisions based on a workweek will use this definition.

35.2 Workday

The "workday" shall be a period of twenty-four (24) consecutive hours commencing with the start of the "workweek" as defined above.

35.3 Shift Work Assignments

The Chief of Police will make every effort to assign shifts based on seniority and agrees to bid shifts June 1<sup>st</sup> and December 1<sup>st</sup> of each year.

Changes in the normal assignment of officers will be communicated to the officers and the union representative at least two (2) weeks in advance of any major or permanent change in the number of hours to be worked. The Chief of Police retains the right to determine and assign work to meet the Village needs.

Article 36  
Weingarten Rights

The Village and the Union agree to fully comply with the 1975 United States Supreme Court ruling in the case of NLRB vs. J. Weingarten, Inc. 420 U.S. 251.

The Supreme Court of the United States upheld the decision. "Employees have a right to union representation at investigatory interviews. Such rights are known as the Weingarten Rights.

During an investigatory interview, the Supreme Court ruled that the following rules apply:

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options. The employer must: grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; deny the request and end the interview immediately; or give the employee a choice of having the interview without representation or ending the interview.



Rule3: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

#### Article 37

##### Telephone Calls to the Officers Personal Residence or Personal Cell Phone

If the Village (meaning the representative for the police department) has a need to telephone an officer's personal residence or personal cell phone and leaves a message the message shall include the details regarding the reason for the call.

#### Article 38

##### Grant Funds and Staffing

The Village and the Union are in full agreement with the rules and regulations regarding the use of Grant Funds as established by The Governors Traffic Safety Committee. Specifically, requirement such as the mandate that "Grant Funds can not be used to support existing activities" the Village understands and is in compliance with this rule.

All Grant funds will be used only for the respective Grant funded activity. Full time officers will be offered the opportunity to work the specific Grant funded event by signing up on the Grant Fund sign up sheet which will be posted by the Police chief 3 weeks in advance of the scheduled event. Full time officers will have 1 week to sign up for the event from the date the sign up sheet is made available to them. Equalization of the available grant funded activity will be equally offered to full time officers.

If full time officers are not available to cover grant funded activities part time officers may be used.

Grant funded events will be scheduled at the discretion of the Village.

#### Article 39

##### Submitted Written Reports by Officers

If an officer submits a written report of any type he/she will be the only person authorized to alter it.

#### Article 40

##### Two Consecutive Days Off

The Village agrees, whenever possible, officers will be scheduled with 2 (two) consecutive days off work.

#### Article 41

##### Special Staffing for Special Events

Although it is understood the Village has the unilateral right to manage the scheduling of

the Village Police force the Village is in agreement with the following procedure for staffing for a special event. A special event for example may include: parades, fireworks such as the 4th of July, community sponsored events such as concerts and hall of fame weekend.

All full time officers will be canvassed for the filling of vacancies as per the language in the 6/01/2010 through 5/31/2013 Agreement identified as Filling of Vacancies On-shift Anticipated and Unanticipated shift Shortages.

Please note: Any officer on approved paid leave such as vacation, personal leave, holiday, compensatory time off, etc. or an officer who is on their scheduled two (2) consecutive days off shall be excluded from being required to report and work on the day of the special event. Additionally, any officer on approved paid leave such as vacation, personal leave, holiday, compensatory time off, etc on the day immediately preceding the day of the special event or the day immediately after the special event shall be excluded from being required to report and work such overtime. However, given the consideration of this paragraph the officer who may not want to be exempt from the special event staffing may volunteer to work by informing the Police Chief four (4) weeks in advance of the special event that he/she wants to volunteer to work the special event.

An officer who is scheduled to work the 12:00 midnight to 8:00 a.m. shift on the day of the special event shall not be required to work past 12:00 noon.

In the event there are an insufficient number of officers who volunteer four (4) weeks prior to the event, the Police Chief or designee shall assign a full-time officer(s) who is scheduled to work their tour of duty on the day of the special event. Such officer will be ordered to work the special event which may include reporting to work early or being required to work beyond the end of their scheduled shift. The lowest seniority officer will be ordered to work first and continue in inverse order until all vacancies are filled.

#### Article 42

##### Discussion Clause for Policy Change

The Village agrees to discuss policy changes affecting the full time Police Officer's at JLRC prior to initiating the policy change unless immediately required by law or accreditation.

#### Article 43

##### Legal Defense fund for Officer's

On a trial basis for the life of this Agreement the Village agrees to pay no more than \$7.50 per month for each of the full time officer's covered by the fund. The amount will be paid directly to the Legal Defense fund for Police Officer's only.

The \$7.50 is a fixed amount for the Village. Officers agree to pay all and any incremental increase above the \$7.50 monthly amount for the life of this Agreement.

Article 44

No Lock-Out Clause

The Village of Cooperstown agrees the Village will not lock out the Police Officers during the term of this Agreement.

Article 45

Posting of Work Schedules

The Village agrees to post the normal work schedules for full time police officers at least 4 weeks in advance of the scheduled work. The posting will be a "rolling 4 weeks" so that the work schedule will show scheduled work a minimum of 4 weeks in advance. The Police Chief or designee will be responsible for such posting.

Article 46

Installation of Electronic Devices

Officers will be informed prior to the installation and implementation of any electronic device, such as a GPS system.

A hidden electronic device, meaning the officer has not been told of its existence, may not be used for disciplinary action against the officer.

Article 47

Service Weapons Upon Retirement

The Village agrees that an officer may purchase his service weapon upon retirement at fair market value to be determined at time of request to purchase.

Article 48

Union Bulletin Board

The Village shall provide a bulletin board upon which the Union may post notices pertaining to Union business.

Article 49

Duration of Agreement

This Contractual Agreement is effective as of June 1, 2017 and shall be retroactive for all entitlements on the date of June 1, 2017. This Agreement shall continue in full force and effect, subject to other provisions of law and containments herein until May 31, 2020.

Article 50

Memorandums of Understanding

If any memorandums of understanding are entered into between the Village and the Union during the duration of this contract see attached.

Article 51  
Education and Training

It is understood that when training is authorized for personnel on Village of Cooperstown paid time, leading to the employee's primary certification, then that employee must, upon leaving service, repay all costs toward this training incurred by the Village of Cooperstown. Said costs include enrollment fees, travel and participation costs, if borne by the Village of Cooperstown; and the wages received while the employee was in training rather than direct service. The exception to this repayment shall be if the department employee has continued in active service for at least three (3) years between obtaining certification and leaving employment. A prospective applicant for certification may be asked to sign a contract binder so stating, before the Village of Cooperstown authorizes arrangements for his/her certification training.

Article 52  
PBA Cards and Mini Badges

The Village agrees to provide PBA cards and mini badges for family members to full-time officers.

\_\_\_\_\_  
Village of Cooperstown-Mayor

\_\_\_\_\_  
Teamsters Local 317-Business Agent

\_\_\_\_\_  
Village of Cooperstown Administrator

\_\_\_\_\_  
Teamsters Local 317-Steward

Appendix -A-

Teamsters Local 317

Grievance Form

Date: \_\_\_\_\_

Village of Cooperstown Police

Grievant: \_\_\_\_\_

Articles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and Any other related Articles \_\_\_\_\_

Grievance: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Action Sought: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Make Whole for any and all loses. \_\_\_\_\_

Grievant: \_\_\_\_\_

Steward or Business Agent \_\_\_\_\_

Chief of Police \_\_\_\_\_ Date Handed in: \_\_\_\_\_ Time Handed in: \_\_\_\_\_

Appendix -B-

Village of Cooperstown Leave Request Form

Employee Name \_\_\_\_\_ Payroll# \_\_\_\_\_ Employee # \_\_\_\_\_

To Start \_\_\_\_\_ Today's Date \_\_\_\_\_  
date time

To End \_\_\_\_\_ Total Hours Requested \_\_\_\_\_  
date time

Type of Leave: \_\_\_\_\_

Vacation \_\_\_\_\_ Personal \_\_\_\_\_ Other \_\_\_\_\_

Comp. \_\_\_\_\_ Holiday \_\_\_\_\_ Sick \_\_\_\_\_

Bereavement \_\_\_\_\_ Relationship \_\_\_\_\_

Family Illness \_\_\_\_\_ Relationship \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Reason for Disapproval \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Officer's Signature Date Mayor Date

\_\_\_\_\_  
Supervisor's Signature Date Date received in Payroll Office