

COLLECTIVE BARGAINING AGREEMENT

Between

THE VILLAGE OF BROCKPORT

And

BROCKPORT STETSON CLUB

June 1, 2023 to May 31, 2026

BROCKPORT STETSON CLUB Collective Bargaining Agreement

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AGREEMENT

BROCKPORT

This Agreement made and entered into this first day of June 2023, by and between the Village Board of the Village of Brockport, County of Monroe, State of New York, hereinafter referred to as the "Village" and Brockport Stetson Club, hereinafter referred to as the "Stetson Club". This Agreement shall be in effect from June 1, 2023, through May 31, 2026.

ARTICLE 1 PURPOSE AND INTENT

It is the purpose of this Agreement to effectuate the provisions of the Public Members Fair Employment Act Chapter 391 of the Laws of the 1967 (the "Taylor Law"), to provide orderly collective negotiating relations between the Village and the Stetson Club, to secure prompt and equitable disposition of grievances and establish fair wages, hours, and working conditions for the members covered by this Agreement.

The parties recognize that the interest of the community and job security of the members depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 2 RECOGNITION

Section 1: Negotiating Representative

The Village recognizes the Stetson Club as the sole and exclusive bargaining agent for the purposes of administering the collective bargaining agreement between the parties, processing grievances, establishing working conditions including hours, wages, and retirement benefits for all members of the bargaining unit including all part-time and full-time patrol officers, command officers (to be defined as but not limited to sergeants and lieutenants) and all assignments contained therein.

Section 2: Payroll Deduction

The Village agrees to deduct from the wages of members and remit to the Stetson Club regular membership dues on behalf of those members who have signed authorizations permitting such payroll deductions.

Section 3: Agency Shop

The parties recognize that this is an agency shop agreement. It is understood that each member who is a member of the bargaining unit, herein above defined, but is not a member of the Stetson Club, Brockport, New York, shall be liable to contribute to said

Club as representative costs, an equivalent to Club dues as are from time to time authorized, levied, and collected from the general membership of the Stetson Club. The Village agrees to deduct an amount equal to the normal monthly dues paid by Club members from the earnings of each said member who is not a Club member as their representative costs. The Stetson Club agrees to hold the employer safe and harmless because of said deduction.

ARTICLE 3 BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the Village's department and agencies are of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto 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, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

ARTICLE 4 MEMBER'S RIGHTS

Section 1: Non-Interference - Village

The Village will not interfere with, restrain, intimidate or coerce any member because of membership or non-membership in the Stetson Club or on account of lawful activity on its behalf, so long as said activity does not interfere with the member's duties or with the carrying out of the responsibilities and the operation of the Brockport Police Department.

Section 2: Non-Interference - Stetson Club

The Stetson Club and its members will not interfere with, restrain, intimidate or coerce any member with respect to his right to work or with his respect to his membership in or activity on behalf of the Stetson Club. There shall be no solicitation of members during working hours for the Stetson Club dues or membership.

Section 3: Release Time

The Union President or his designee(s) shall be given up to an aggregate of 120 hours per year to attend to or conduct Stetson Club business as paid release time. That said release time shall be used only to excuse the President or his designee(s) from a regularly scheduled shift/shifts. These persons shall be considered on-duty when attending, going to or coming from Union business. The Chief of Police may grant additional paid release time in excess of the 120 hours at his discretion upon request of the Union President.

ARTICLE 5 RIGHTS OF EMPLOYER

Section 1: Management of Services

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of real estate, buildings, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by members covered by this Agreement; to maintain order and efficiency in all its departments and operations. The Employer maintains the right to discipline, suspend, and discharge members for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of members provided that such action is consistent with the provisions of this Agreement or consistent with regulations provided by law.

ARTICLE 6 PROBATIONARY MEMBERS

New members shall remain probationary until after completion of one year of service from the date of the member's hiring. Upon completion of said period, such members shall enjoy seniority status from the date of member's hiring. Probationary members' employment may be terminated at any time at the sole discretion of the Village. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure. A member who returns to the Village after a resignation shall be subject to a probationary period in accordance with New York State Civil Service Law. Promoted officers are to be governed by Civil Service Law. If a member is hired on a part-time or provisional basis and is then made a full-time member and has already been employed for at least one year, then it will be deemed that said member has already completed his probationary period.

ARTICLE 7 PROVISIONAL APPOINTMENTS

Provisional appointments shall receive the job classification, pay scale, and all other benefits included in the job classification under Civil Service and this Agreement. The member will hold this status until a Civil Service examination is available, and after having taken said examination, shall be notified by the Civil Service Commission as to their future status. Upon passing the Civil Service examination and being hired by the Village, the provisional appointment shall have seniority from the date of the provisional appointment. If a member fails to pass the Civil Service examination and the Village hires one who did qualify, the Village is under no obligation to retain the provisional appointee in any other position, unless the provisional appointment was one of rank and

within the realm of employment of the Brockport Police Department at the time of the provisional appointment.

ARTICLE 8 PART-TIME MEMBERS

Section 1: Definition

Part-time members shall be defined as members working a regular or irregular schedule, a minimum of 24 hours per month, but not in excess of 31 hours per week. This 31-hour limitation can be extended if an emergency situation arises.

Section 2: Full-time Benefits

If a part-time member works in excess of 31 hours per week for eight (8) consecutive pay periods, he shall be entitled to full-time benefits commencing in the ninth pay period if he works more than 31 hours.

Section 3: Injury Leave

Part-time members, if injured bodily in the course of Village employment, shall be entitled to forty (40) hours of injury leave per calendar year. Said injury leave to be non-cumulative, i.e., any unused portions may not be carried over to the following year.

Section 4: Cap on Part-time Officers

The Village agrees not to have more than four (4) part-time officers employed at any given time; this would not include officers in the Academy.

ARTICLE 9 WAGES

Section 1: Full-time Members

- A. Effective June 1, 2023, the base salary for all members covered by his contract will be \$94,015.31 (A 3% increase from the prior year's base salary)
- B. Effective June 1, 2024, the base salary for all members covered by his contract will be \$96,835.77 (A 3% increase from the prior year's base salary)
- C. Effective June 1, 2025, the base salary for all members covered by his contract will be \$99,982.93 (A 3.25% increase from the prior year's base salary)
- D. All sergeants will receive 13% over top pay of patrol officers. Said increment will be added to member's base salary at the time of promotion.
- E. All lieutenants will receive 11% over top pay of sergeants.
- F. New Members hired will start at 50% of the base salary increased to 60% after 12 months of service, 70% after 24 months of service, 85% after 36 months of service, and 100% after 48 months of service.
- G. All calculations will be based upon a 4 – 2 work wheel that equates to 1944 hours per year.

Wage Schedule

Police Officers	2023-24	2024-25	2025-26
Pay %			
50	\$47,007.66	\$48,417.89	\$49,991.47
60	\$56,409.19	\$58,101.46	\$59,989.76
75	\$70,511.48	\$72,626.83	\$74,987.20
85	\$79,913.01	\$82,310.40	\$84,985.49
100	\$94,015.31	\$96,835.77	\$99,982.93
Sergeant	\$106,237.30	\$109,424.42	\$112,980.71
Lieutenant	\$117,923.40	\$121,461.11	\$125,408.59

Section 2: Part-time Members

Part-time patrol officers covered by this contract will be paid \$27 per hour.

Section 3: Deferred Compensation for Public Employees

The Village will provide for and administrate a deferred compensation plan for all interested members.

Section 4: Severance Pay (Layoff)

A. The Village of Brockport shall continue to pay members health care premiums for a one hundred eighty (180) day period after a member is laid off. Dental and eye care premiums shall also be paid by the Village for the same one hundred eighty (180) day period.

B. A member who is subject to layoff will receive three (3) weeks' salary for each year of service, with a minimum of twenty (20) weeks' severance pay, in one lump sum upon severance and cash payment for any other documented time, pro rata. Payment shall be made on the regular pay day following severance.

C. The Village of Brockport shall give one hundred eighty (180) days' notice to any member prior to layoff.

ARTICLE 10 EDUCATIONAL BENEFITS

Section 1: Compensation for Higher Education

Each full-time member who has completed a course of collegiate education and achieved a degree from an accredited college or university as outlined below shall be entitled to a lump sum payment, to be paid on the first pay period in the month of December each year, as follows:

Associates Degree:	2% of base salary
Baccalaureate Degree:	3% of base salary
Masters' Degree:	4% of base salary
Doctorate Degree:	5% of base salary.

Section 2: Reimbursement for Obtaining Higher Education

The Village shall refund the full cost of tuition and books actually paid by a full-time member to that full-time member who has satisfactorily completed, during his employment, a course from an accredited college or university.

Section 3: Payment for Courses

If the member chooses to attend a college other than State University College at Brockport, then the Village will pay the comparable cost of tuition and related cost at the SUNY Brockport rate.

ARTICLE 11 SHIFT DIFFERENTIAL

Section 1: Allotment

All full-time and part-time members working hours that fall between 6 PM and 6 AM shall receive a shift differential of \$1.50.

Section 2: Daylight Savings Time

Any member working at 2 AM when time is set ahead in spring will work to their regular quitting time and be paid for eight (8) hours. Any member working at 2 AM when time is set back in fall will work to their regular quitting time and be paid for eight (8) hours.

ARTICLE 12 WORK HOURS AND COMPENSATION

Section 1: Work Week

All full-time members of the Stetson Club shall be assigned to a regular work schedule for four (4) days on duty followed by two (2) days off duty. Any regularly scheduled workday shall consist of eight (8) consecutive hours.

Section 2: Shift Choice

A. Shift Assignment

Effective on April 1st each year, the Chief of Police will inquire from the members as to shift choice. Changes, if any, will be implemented no later than June 30th of that year. When making shift assignments or when filling a vacancy, the Chief shall notify the members two (2) weeks in advance of the shift assignment or vacancy appointment and the members may submit in writing their preference for a shift assignment or request for transfer to a vacant position. Shifts shall be assigned by the Chief of Police and shall not be changed more often than every six (6) months. In assigning shifts or in filling a vacancy, the Chief shall base his decision on the following criteria: the needs of the department, performance, qualifications, experience, seniority, special training and skills, education and request for assignment/transfer. If all other factors are equal, the assignment/transfer will be based upon seniority and will not be made in an arbitrary or capricious manner.

B. Temporary Shift Assignment

1) Regular Duty: A *regular duty* temporary assignment may be made because of member's extended sick, or injury leave or other unforeseen emergencies.

2) Limited/Transitional Duty

a) A *limited/transitional duty* temporary assignment may be made when an officer who, because of injury or other medical/psychological concern, cannot perform full police duties, but is capable of performing certain types of alternate police-related activities, as they transition back to full duty.

b) Limited duty status shall be granted at the discretion of the Chief of Police, based upon the current needs and/or to the benefit of the Police Department, *and* upon the member's capabilities and qualifications to address those needs and/or benefits.

c) Before any limited duty assignment may be authorized, the member shall obtain a signed physician's report from the member's personal physician (or a Department designated physician, if requested by the Department) describing the member's duty limitations.

3) A temporary assignment shall not be more than thirty (30) days in duration, except that the duration of assignment may be extended provided that the extension is not made in an arbitrary or capricious manner.

C. Shift Strength / Hours

1) Two full-time officers on "1st", "2nd" and "3rd" Platoons on Wednesdays, Thursdays, Fridays and Saturdays. ("1st" Platoon 10 PM – 6 AM; "2nd" Platoon 6 AM – 2 PM and "3rd" Platoon 2 PM – 10 PM).

2) Two full-time officers on "1st", "2nd" and "3rd" Platoons on Sundays, Mondays and Tuesdays; however, the Village may use one (1) part-time patrol officer if a scheduled full-time patrol officer is not available for that shift. At no time shall two part-time officers work the same shift without a full-time officer.

3) For the purposes of the "2nd" Platoon only, Monday through Friday, the Chief of Police may count as one full-time officer *only* when one of the two full-time officers who have been scheduled to work is not available and the Chief is available to work road patrol.

4) The supervising officer in charge will have the option at his discretion to call in additional officers in the event that the shift becomes busy, or an officer safety issue arises.

Section 3: Overtime

All members covered by this Agreement shall be compensated for all overtime worked at the rate of one and one-half times their normal hourly wage rate. Overtime shall be those hours worked over and above an officer's normal schedule in each payroll period and for all time worked over eight (8) hours in one shift.

Overtime shall further be defined as shift openings created by an officer's use of vacation, sick time, compensatory time, personal day, funeral leave or maternity leave, call-back to duty, and/or any other function as may be required in accordance with the duties and responsibilities of the member's duty assignment.

Regular full-time members shall be given first opportunity to work all overtime and to work all additional hours as deemed necessary by the Chief of Police.

Overtime shall be assigned by seniority within rank as set forth below:

A. An officer on his/her day off; an officer's day off shall be construed to mean that by working said overtime, an officer will still have eight hours off between shifts.

B. To be split between two shifts.

C. An officer may elect to work a double shift.

D. If a patrol officer is unavailable to work any shift, then the option of working that shift goes first to a full-time police officer and then to a full-time sergeant or lieutenant.

E. If a sergeant or lieutenant is unavailable to work any shift, then the option of working that shift goes first to a sergeant or lieutenant, and then to a full-time police officer.

F. If the shift is still not filled, then the shift will be offered to a part-time officer.

G. Members may not “bump” or replace another member from the overtime schedule within 72 hours prior to the start of such shift.

H. Any coverage for grant funded overtime (stop DWI, Aggressive Driver, Project impact, etc.) will be offered in order of seniority regardless of rank. Members on days off will have first choice of covering shifts. Anyone working these details will not count toward minimum staffing.

Section 4: Part-Time Hours of Duty

A. Part-time patrol officers shall be used to augment scheduled shifts by working Wednesday, Thursday, Friday, and Saturday nights from 8 p.m. to 4 am. A Command Officer may vary these hours by one hour.

B. Part time patrol officers may be used to augment full-time patrols during special events that would encompass managing large numbers of people.

C. Part-time patrol officers hired after June 1, 2010, will be required to provide availability for no less than eight (8) hours each week on either Thursday, Friday, or Saturday night as in (A) above when the State University College at Brockport is in session, to be scheduled as the needs of the Department demand.

Section 5: Compensating Time

A. Police officers shall have the option to be compensated for overtime work at a rate of one and one-half times their regular rate of pay or to receive equivalent compensating time off for time worked beyond the normal work week.

B. Members may accumulate a maximum of two hundred (200) hours compensating time at any one time. Members shall retain the option of using compensatory time prior to, during and following a member’s scheduled vacation period(s).

C. All members shall be allowed to convert their compensatory time to cash payment upon request, providing that no member may request cash payment more than once each month in one calendar year. Payments will be made during the next available pay period following request.

Section 6: Schooling

A. Recruit officer academy will be at straight time.

B. In-service officers attending a five-day (Monday - Friday) school will receive Saturday and Sunday off and revert to his/her normal schedule the following week; however,

when an in-service officer attends a five-day (Monday - Friday) school in a week when he/she is scheduled to work four days in the pay period, he/she will receive Saturday and Sunday off plus one more day with pay as compensation for the extra day worked. Said extra day to be taken within fourteen (14) calendar days of the completion of the school. A reasonable effort will be made to give the member a mutually acceptable date for taking said extra day off but if no mutually acceptable date can be agreed upon, the Chief of Police will make the final determination as to which day the member shall take off.

Section 7: Split Shift

- A. Effective on or about May 10th, 2020 a split shift may be established by the Chief of Police. The split shift will allow for the investigator to be assigned to this shift that will consist of the investigator working two (2) consecutive 2:00pm-10:00pm shifts followed by two (2) consecutive 10:00am-6:00pm shifts followed by two (2) consecutive days off.
- B. If the department is staffed with a minimum of 14 full-time officers, including the Chief, then a split shift will be added to the schedule for one officer with two (2) consecutive shifts on 3rd Platoon followed by (2) consecutive shifts from 8pm-4am followed by (2) consecutive days off. The officer working said shift will have the preference of how the work wheel is set up (ex. two 3rd platoon shifts followed by two 8p-4a OR two 8p-4a followed by two third platoon shifts). This choice would only be an option for that officer once a year at each shift bid.

ARTICLE 13 SPECIALIZED UNITS

Section 1: K-9 Unit:

- A. Effective April 3rd, 2017 the Chief of Police will appoint an Officer as “dog handler” based upon a formal selection process who will take responsibility for the Village’s K-9 initiative.
- B. A formal selection process will be implemented in choosing the “dog handler.” This process will be created by the Chief of Police and may consist of, but not be limited to the submission of a letter of interest, performance reviews and a formal interview process.
- C. While serving in this capacity, the “dog handler” shall be credited monthly, with eight (8) hours compensating time.
- D. Duties and responsibilities for this position will be developed by the Chief of Police. For purposes of transporting the dog, the officer assigned to these duties will be assigned a marked police vehicle to use to and from work inclusive of all training. Said vehicle will be equipped with all necessary

- equipment to safely transport the dog and the village will supply all gas, oil, tires, etc. for said vehicle.
- E. The “dog handler” and K-9 will work a shift pursuant to the contract and / or as deemed necessary by the Chief of Police.
 - F. Formal training will cause the “dog handler” to be detached from service as approved by the Chief of Police and will not constitute a change of duty assignment. Said training will incorporate, but will not be limited to, all Police Canine Training Standards set forth by the Department of Criminal Justice Services.
 - G. The standard uniform for the “dog handler” shall consist of BDU’s and a “tactical” type shirt, jacket, etc. purchased by the village.
 - H. All medical expenses, food, and necessary equipment will be supplied by the village.
 - I. If it is determined that usefulness of the dog has reached its conclusion, the “dog handler” will have the 1st right of refusal to “own” the dog. Should the “dog handler” acquire said dog all medical expenses, food, etc. will become the responsibility of the “dog handler.”

Section 2: Investigator

- A. Effective May 10th, 2020 the Chief of Police will appoint an Officer as “Criminal Investigator” who will take responsibility for the Brockport Police Department Investigator role as defined in General Order 101 “Organization of the Police Department.” Each preceding April 1st, the Chief of Police will post the Criminal Investigator position and will base the selection or possible re-selection of Criminal Investigator based on performance evaluation.
- B. A formal selection process will be implemented in choosing the Investigator. This process will be created by the Chief of Police and will be articulated in an official posting.
- C. While serving in this capacity, the Investigator will be entitled to 3% above Officer’s pay, adhering to the “top pay” scale based on the Officer’s years of service.
- D. The Investigator will count as a Road Patrol Officer relative to minimum staffing. The Investigator will wear a uniform when working the road. At times, the Investigator will wear a suit or plain clothes if the investigation dictates.

- E. The Investigator will, in most instances, report to the 3rd Platoon Supervisor who will utilize the chain of command up to the Chief of Police. Exceptions may be allowed for exigent circumstances.
- F. Duties and responsibilities are clearly defined in the General Order 101 "Organization of the Police Department."
- G. The Investigator will work the split shift as defined in Article 12, Section 7:A.
- H. The Investigator position is temporary and will be re-appointed on a yearly basis for the duration of the current Stetson Club contract with the Village of Brockport. The re-appointment of the selected Officer on a yearly basis is to be consistent with shift pick selections of other Officers during the middle of the year.
- I. The current Criminal Investigator may re-submit to be extended in compliance with civil service regulations.

ARTICLE 14 CALL BACK GUARANTEE

It is recognized that due to the circumstances that arise in the conduct of the municipal services furnished by the employer, that upon occasion it is necessary for members to be called back to work following a break in service, or to be called to work on a normal day off. In the event of such a "call back", any member who is called back shall be guaranteed a minimum of two (2) hours pay at one and one-half times the normal rate of pay.

Call back shall be defined as, but not limited to, the following circumstances:

- A. Court in response to a subpoena, unless that order to appear is cancelled at least twenty-four (24) hours prior to that scheduled appearance.
- B. Meetings, as may be required in the course of that member's duties.
- C. Duties and Responsibilities as outlined in the Brockport Police Department General Orders.

ARTICLE 15 LONGEVITY

Section 1: Payment Scale

In addition to any other payment received, at the completion of five years of service each full-time member shall receive an annual lump sum longevity payment of 1.25% of base salary, each year thereafter, an additional .25% (.0025) for each year of service will be added to the longevity percentage, until the employees reach a maximum longevity payment of 6.25% of base salary.

Section 2: Payment Date

All longevity lump sums will be paid on the last payroll during the month of June in the year the member is entitled to longevity.

ARTICLE 16 UNIFORMS AND EQUIPMENT

Section 1: Allotment

The Village will furnish all new members and keep updated to the present members the following items:

- One (1) bullet proof vest
- Four (4) summer shirts (part-time [2])
- One (1) hat
- One (1) hat cover
- One (1) pants belt
- Four (4) winter shirts (part-time [2])
- One (1) pair of shoes
- One (1) pair gloves
- One (1) winter hat
- One (1) raincoat
- One (1) pair winter boots
- One (1) all-season jacket
- One (1) each: gun belt and applicable duty gear
- One (1) each: collar brass, name tag, wallet case and badge
- Two (2) Badges, (1) shirt badge and (1) coat badge
- Two (2) knit ties
- One (1) pair of rain rubbers
- Four (4) all-weather pants (part-time [2])
- Two (2) turtle-neck sweaters

Section 2: Weapons

Each officer will be issued a .45 caliber semi-automatic pistol and appropriate ammunition. All weapons will be inspected yearly by a qualified armorer and replaced if the armorer finds them to be inoperable or unsafe.

Section 3: Replacement

All uniforms and equipment will be replaced as needed by the following procedure:
A. The uniform item needing replacement shall be presented to the Quartermaster for his inspection and approval for replacement. Upon the approval of the Quartermaster, he/she will order and deliver said item to the member in a timely manner.

B. It is understood that all uniforms submitted and accepted for replacement are the property of the Village of Brockport. Upon the resignation or discharge of any member, all uniform items in the possession of that individual shall be turned in to the Village within seven (7) days of his actual leaving the employment of the Village.

C. Each officer's bulletproof vest shall be replaced prior to or upon expiration of the manufacturer's warrantee, or upon damage sustained in the line of duty making said vest unsafe for use.

Section 4: Uniform Cleaning

A. All full-time members shall receive a yearly uniform cleaning allowance of three hundred dollars (\$300) minus appropriate deductions. All part-time members shall receive a yearly uniform cleaning allowance of two hundred dollars (\$200) minus appropriate deductions. Said payment to be made the first pay period after the start of each fiscal year.

ARTICLE 17 MILEAGE EXPENSE

Covered members using their personal cars for Village business with the prior consent of the respective department head shall be reimbursed at the rate of per mile commensurate with that established by the New York State Office of Governmental Services (OGS) or the federal Governmental Services Administration (GSA), whichever is greater. Claims for reimbursement shall be on such forms as the Village from time to time may designate.

ARTICLE 18 HOLIDAYS

Section 1: Holiday List

The following days to be considered holidays:

- A. Three (3) floating holidays to be designated by the Village
- B. New Year's Day
- C. Memorial Day
- D. Juneteenth
- E. Independence Day
- F. Labor Day
- G. Veteran's Day
- H. Good Friday
- I. Thanksgiving Day
- J. Day after Thanksgiving Day
- K. Christmas Day
- L. Martin Luther King Day
- M. President's Day
- N. Columbus Day

Section 2: Holiday Pay at Retirement

Upon retirement the member will be paid for all holidays from January thru December while the member was still employed.

Section 3: Full-Time Payment

All full-time members will be paid for these holidays whether worked or not at his/her then current rate and hours. Payment shall be for the calendar date of the actual holiday.

Section 4: Payment Date

All full-time members shall receive a lump sum check on the first pay period in December for the sixteen (16) holidays during the year. In addition, all full-time members, who work on a holiday, will be paid at time and one-half his/her regular rate of pay on the next pay period after the holiday involved. Any overtime worked on a holiday will be paid at double and one-half the member's rate of pay.

Section 5: Part-time Payment

All part-time members who work on a holiday shall receive one and one-half (1 ½) times their regular hourly wage.

ARTICLE 19 SICK LEAVE

Section 1: Accumulation/Restriction

1. Each full-time member, after six (6) months of employment shall be entitled to forty (40) hours of sick leave. For each month worked or compensated for thereafter, each member shall be entitled to accumulate eight (8) hours per month sick leave.

2. In the event that a member is injured on duty, and is unable to perform full or limited/transitional duty, said member shall continue to accrue sick time without interruption.

3. All unused sick time may, at the member's option, be converted to vacation time at the member's time of retirement, resignation, or layoff. One (1) unused sick day converts to one vacation day for the first sixty (60) days, and two (2) unused sick days convert to one vacation day for each sick day thereafter:
i.e.: 60 unused sick = 60 vacation; 100 unused sick = 80 vacation, etc.

Section 2: Doctor's Certificate

Any member using sick leave and being compensated therefore for three (3) or more consecutive days shall provide the Chief of Police with a doctor's certificate showing the

nature of the illness involved and approval to return to duty. In addition, the Chief of Police may require an independent medical examination of a member by a doctor of the Chief's choice at the Village's expense.

In the event that the members primary care doctor and the doctor chosen by the Chief/Village disagree on the members fitness to return to duty a third doctor, mutually agreed upon by the Chief and the union/member, will be used to make a final determination. All cost associated with the using of a third doctor will also be completely covered by the Village. The employee and the Union would be advised of the third doctor's opinion within 24 hours of the rendering of the decision. If the member is found to be fit for duty he will have four business days to return to work.

Section 3: Illness/Bodily Injury

Sick leave may be taken in the event of sickness of a member, which shall be defined as illness, bodily injury, or quarantine. A full-time member may take up to five (5) sick days per year for sickness or injury to a spouse or child.

Section 4: Forfeiture

No member receiving sick pay for any time during a twenty-four-hour period, beginning at midnight each day, shall work for an employer other than the Police Department. If a member is so engaged, he shall forfeit sick pay for each such day, and will be subject to appropriate disciplinary action.

Section 5: Abuse

Any abusive use of sick leave will subject member to appropriate disciplinary action.

Section 6: Catastrophic Injury/Illness Leave

A. In the event of an injury or illness to a member or his/her immediate family (spouse or child) whereby said member has depleted his accrued sick time, vacation time, personal leave, and compensatory time, said member shall be entitled to 972 hours of additional leave to be used contiguous with the current injury/illness.

B. Said leave will terminate upon the member's return to duty and said member shall then be entitled to recoup forty (40) hours' sick leave into their sick time bank.

C. Such catastrophic leave may only be used once every three (3) years.

ARTICLE 20 FUNERAL LEAVE

A. All full-time members shall be entitled to be excused from work for forty (40) work-hours due to the death of his/her spouse, child, brother, sister, or parent.

B. All full-time members shall be entitled to be excused from work for twenty-four (24) work hours due to the death of his/her mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent.

C. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the family.

ARTICLE 21 PERSONAL LEAVE

A. Each member shall be entitled to five (5) personal leave days, which shall accrue upon June 1st of each calendar year.

B. In the event that a member is injured on duty, and is unable to perform full or limited/transitional duty, said member shall continue to accrue personal leave time without interruption.

C. Personal leave days are non-cumulative. Any unused personal leave time shall be credited to the member's vacation time at the end of that calendar year.

ARTICLE 22 VACATIONS

Section 1: Rules & Regulations

Vacation shall be governed by the rules and regulations of the Police Department. In the event that a member is injured on duty and is unable to perform full or limited/transitional duty, said member shall continue to accrue vacation time without interruption.

Section 1A. If one member wishes to take the same day off as another member working the same shift the time off will not be denied as long as minimum staffing levels are met and no overtime is incurred.

b) In the event that a member requests a day off that another member(s) has already been granted and overtime would be created by granting said day off the member would be allowed to use PL time.

c) "swapping shifts" would only be allowed if the requesting officer has used all of his personal days.

d) Shift swapping would have to indicate the day and hours the requesting wants off. Who is covering the shift and the day and hours the repayment will take place. No To Be Announced (TBA) will be allowed.

Section 2: Schedule of Allotment

All full-time members shall be entitled to vacations with pay earned on an annual basis determined from anniversary date in accordance with the following schedule:

Length of Service Vacation (Calendar Days)

After 6 months, but less than 1 full year 10 days
After 1 full year, but less than 5 full years 15 days
After 5 full years, but less than 10 full years 20 days
After 10 full years, but less than 15 full years 25 days
After 15 full years, but less than 20 full years 30 days
After 20 full years, but less than 25 full years 35 days
After 25 full years 40 days

Section 3: Termination/Retirement/Resignation/Layoff

Upon a member's retirement, resignation, or layoff, all of the member's vacation and personal leave time earned during the previous year, and all compensatory time earned, but not taken by the member or paid by the employer, shall be paid to the member. Upon involuntary termination from employment, a member is entitled to be paid for all compensatory time earned and not taken by the member or paid by the employer.

Section 4: Accumulation

No member shall accumulate over forty-two and one half (42.5) days of vacation. A schedule to use excess days will be submitted, for approval, to the Chief of Police, or his/her designee so that the excess days are used before the end of May of the following year. Any days not used during that period shall be forfeited.

Section 5: Applicable Salary Rate

Vacations shall be taken by the members and paid by the employer on the basis of his applicable workday, week, and salary or hourly rate at the time he takes his vacation or is paid for it.

Section 6: Right of Determination

As far as possible, vacations shall be granted to members at the time most desirable to them, but the final right to determine the time of vacation for any member is expressly reserved by the Chief of Police in order to insure orderly operations of Department business.

Section 7: Time Vested

Vacation time vests as of each June 1 and additional time vests as of the member's anniversary date thereafter.

ARTICLE 23 MATERNITY LEAVE

Any member of the unit who becomes pregnant while employed by the Brockport Police Department shall be granted leave in accordance with the federal Family and Medical Leave Act of 1993 (*29 USC 2601 et seq.*). Such member may continue working as long as the member's physician and Chief of Police feel the member can adequately perform her work. However, the Village shall retain the right to temporarily reassign such member during the pregnancy if the Village deems it appropriate. In maternity cases, a member will be allowed to use her accrued vacation, compensatory and sick time during the period of maternity leave. The member has the right to be reinstated in a similar position of equivalent pay and benefits within three (3) months of the granting of maternity leave subject to the written approval of her attending physician.

ARTICLE 24 MILITARY LEAVE

The Village recognizes the importance of the Military Reserve and National Guard and will permit any employee the use of military leave to perform ordered military duty. The Village will grant such leave with pay for up to twenty-two workdays in a calendar year. Military leave beyond the twenty-two workdays in a calendar year will be unpaid. Accumulated vacation leave may, at the employee's option, be used at any time during the leave. The employee may keep all pay received for military service.

ARTICLE 25 RETIREMENT

Section 1: Benefits

A. The Village will continue to offer the 20-year non-contributory retirement plan, Section 384-d and the 375-I plan of the New York State Policemen's and Firemen's Retirement System for all members of the Police Department, unless a member options to keep another retirement system that he is already part of and was obtained through his employment with the Village.

B. Effective 6/1/91, the Village will also provide retirement amendment 384-e to all members.

Section 2: Member Contribution

Members of the New York State Police & Fireman's Retirement will have deducted from payroll the required contributions as determined by the New York State Police & Fireman's System.

Section 3: Sick Leave Credit

All members upon retirement, are granted the option of applying unused sick leave as additional service credit upon retirement, up to 165 days per New York Police & Fireman's Retirement System or receiving compensation in accordance with Article 18.

ARTICLE 26 INSURANCE

Section 1: Health Insurance

Effective June 1, 2018, all full-time members shall continue to receive health care coverage under "Excellus SB Plus Silver 4 Health Plan (PPO)".

Effective September 1, 2018 all full-time members shall receive health care coverage provided through Excellus Blue Cross Blue Shield of Rochester, titled Excellus SB Plus Bronze 4 Health Plan. In the future, if the Village anticipates a change in carrier, the village will provide plan comparison information to assure that the plans are comparable.

- A. If a member is injured on duty, and is unable to perform full or limited/transitional duty, said member shall continue to receive health insurance benefits as above without interruption.
- B. Effective June 1, 2023 all employees electing to participate in the Village health and dental insurance programs will pay 15% of premiums. The maximum employee share of the premiums cannot exceed \$300.00 per month.
- C. The Village of Brockport will fully fund the in-network deductible amount for an individual or Family Plan through an HRA card to be used on Excellus BCBS eligible expenses. If a member chooses to use the HRA card funds on out-of-network providers, the village will reimburse the officer up to \$1,500 for an Individual Plan or \$3,000 for a Family Plan on out-of-network eligible expenses.

Section 2: Alternatives

Alternatives to the Village Health Plan that are available to each member covered by those plans shall be offered where the member pays the difference between the alternative plan(s) and the Village Health Plan which is paid by the Village.

Section 3: Dental Plan

The Village will provide a Village Dental Insurance Plan for all full-time members and their families. Said Dental Plan will include the following benefits:

Deductible Individual – None for Preventive, \$25 for Basic & Major
Deductible family - None for Preventive, \$75 max. for Basic & Major
Annual max Per Person - \$1,000
Dependent Age – 20/26
Waiting Period N/A

Out-Of-Network Coverage 100/90/80, Usual Customary Care 90%
Preventative Services - includes Oral Exam, Cleanings, X-Rays, and Fluoride for
Children covered at 100%.

Basic Services – includes Fillings, Root Canal, Periodontics Service, Endodontic, simple
Extractions, Surgical Extractions, covered at 90%.

Major Service – includes Crowns, Dentures and Bridgework covered
at 80%

Orthodontic Service – Lifetime Max \$750.00, Co-insurance 50%, Age Limit 19

Effective September 1, 2018 Mutual of Omaha will provide the Village Dental Insurance Plan. In the future, if the Village anticipates a change in carrier, the village will provide plan comparison information to assure that the plans are comparable.

Section 4: Retired Members

The Village agrees to continue the same medical coverage as outlined in this Article and the same Dental Plan as outlined in this Article for all members after they retire. Should the health care plan/dental plan that the member retired under no longer be available, the Village will provide a health care/dental plan of equal or greater coverage, at no increased cost to the retiree. If the health insurance plan applicable to a retiree is not available where the retiree lives permanently, the Village shall pay the premium amount for the applicable Village plan to the retiree's health insurance provider, if possible, or to the retiree directly. The Village shall not pay more than total cost of the retiree's health insurance.

Medical insurance benefit for retired members: -

If a member works for a new employer that offers a comparable medical insurance plan, the member will accept the new employer's plan while so employed. If new employment terminates, the Village will once again cover the retired member. In addition, if the member accepts a plan through another employer whereby he/she is required to pay a portion of the premiums, the Village will reimburse the retired member for the amount paid, so long as such new plan is not of greater coverage than the plan under which the member retired. This provision will extend from contract to contract for all retired members. Any dispute concerning the interpretation or application of this section between the Village and any retired member shall be settled through the grievance procedures as outlined in Article 29 of this agreement.

Section 6: Disability Insurance

The Village shall, during the term of this Agreement, continue to provide disability insurance at no expense to the member. The level of benefits are as follows:

Weekly Benefit 70% of Salary
Maximum Weekly Benefit \$350.00
Elimination Period (Accident/Sickness) 0 days / 7 days
Benefit Duration 52 Weeks

Section 7: Alternative Health/Dental Coverage

to be The Village shall pay for a health insurance and/or dental insurance buy-out program.

An employee who is eligible for health insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving health insurance benefits. To be eligible for the health insurance buy-out, the employee must provide documentation of health insurance coverage in a manner and form to be determined by the Village and sign an appropriate waiver of health insurance coverage and waiver of liability to the Village. An employee who is eligible for and elects the health insurance buy-out will receive the following paid on a monthly basis (twelve equal payments):

Eligible for Family Coverage - \$5,000, annual payment, or 50% of the premium, whichever is less, said payment will be paid monthly.

Eligible for 2 Person Coverage - \$4,000, annual payment, or 50% of the premium, whichever is less, said payment will be paid monthly.

Eligible for Single Coverage - \$3,000, annual payment, or 50% of the premium, whichever is less, said payment will be paid monthly.

A full-time employee who is eligible for dental insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving dental insurance benefits. To be eligible for the dental insurance buy-out, the employee must provide documentation of dental insurance coverage in a manner and form determined by the Village and sign an appropriate waiver of dental insurance coverage and waiver of liability to the Village.

An employee who is eligible for and elects the dental insurance buy-out will receive the following paid monthly (twelve equal payments):

Eligible for Family Coverage - \$480, annual payment, or 50% of the premium, whichever is less, said payment will be paid monthly.

Eligible for 2 Person Coverage - \$336, annual payment, or 50% of the premium, whichever is less, said payment will be paid monthly.

Eligible for Single Coverage - \$144, annual payment, or 50% of the premium, whichever is less, said payment will be paid monthly.

In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the health insurance plan made available through the Village. Coverage will begin on the first of the month immediately following the employee giving notice or the first day of lost coverage upon proof of loss of coverage elsewhere, provided the employee gives such notice at least five business

days prior to the first of the month and meets all eligibility requirements of the insurance plan.

Section 8: Death Benefit

A. Upon death, in the line of duty of an employed member, his/her spouse or child (until age 21) shall be entitled to health care under the member's current health care plan at time of death, until such spouse becomes eligible for Medicare or becomes covered by another health care plan of equal or greater coverage.

B. Upon death of an employed member, his/her spouse or child (until age 21) shall be entitled to health care under the member's current health plan at time of death, for five years after the employed member's date of death or until such spouse becomes eligible for Medicare or becomes covered by another health plan of equal or greater coverage.

C. Upon death of a member, all the member's vacation, compensatory time, personal leave, and sick time earned up until one day prior to the member's death, but not taken by the member or paid by the employer, shall be paid to a beneficiary elected by the member, in writing, to the Village. In the event that the member does not designate a beneficiary, the payment shall be made to the beneficiary named in the member's State Retirement. The Village of Brockport will provide a life insurance policy of \$50,000.00 for full time employees.

ARTICLE 27 FALSE ARREST INSURANCE

A. In the event a civil action is brought against a member of the Village of Brockport's Police

Department in the performance of his/her duty for a false arrest, malicious prosecution, abuse of process, negligence, assault or battery, the Village shall provide the defense to said member and pay for any expense incurred as a result of such action. In the event said member desires to have counsel or his/her own choosing other than counsel provided by the Village, then he/she shall do so at his/her own expense.

The Village will provide appropriate liability insurance protecting its police officers.

B. In the event that a police officer is named as a defendant in a civil lawsuit and the suit arises out of the officer's performance of his/her duties and is based upon actions taken by the officer which were within the scope of his/her employment and authority, whether on or off duty, the Village of Brockport shall indemnify the police officer and hold him/her harmless from all costs of defense and any resulting judgment emanating from a court of competent jurisdiction and awarding damages against the police officer, including compensatory, special, general, punitive or exemplary damages.

The Village of Brockport shall at its option, either furnish a defense for the officer or assume his/her reasonable attorney's fees and other reasonable costs of defense.

ARTICLE 28 JOB POSTING

Job openings of covered employment with the Village of Brockport will be posted within fifteen (15) days after vacancy occurs or a new title is created. Job posting shall be for a minimum of ten (10) days and will be posted at the Village Clerk's Office and the police station, and a copy of the job postings will be mailed, with the date posted to the president of the Stetson Club. Upon hiring, the Village will notify the president of the Stetson Club of the new member.

ARTICLE 29 SENIORITY

Section 1: Definition

Seniority is defined to mean the accumulated length of continuous service with the Village of Brockport, computed from the member's first day of working employment after appointment. Seniority is based on rank, and in each rank upon length of continuous service. A member's length of service shall not be reduced by time lost due to authorized leave of absence or absence due to a bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Failure to return promptly upon expiration of authorized leave
- d. Absence for three (3) consecutive days without leave or notice
- e. Engaging in any other full-time employment during a period of leave
- f. Unauthorized absence for illness or injury for more than one (1) continuous year.

Section 2: Part-time

Part-time members converted to full-time employment shall have his or her part-time service (time and leaves) pro-rated to full-time status. This shall apply to all benefits except in-house seniority. This in-house seniority will begin on the date of full-time employment.

ARTICLE 30 DISCIPLINARY PROCEDURE

To ensure that the rights of the members are protected regarding this Agreement, questions may arise from time to time concerning the actions of the members of this department. Such questions may require prompt investigation by command officers designated by the Chief of Police. To ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the rights of each member of the force, the following rules of procedure are hereby established.

Section 1: Procedure

No member shall be disciplined unless they are personally served with a notice of charges, and either plead guilty to, or are found guilty of, said charges. Discipline shall

be defined under Civil Service Law. The Chief of Police may propose summary judgment as a recourse to presentment of charges, at which time the member involved may elect to have present representation of a Stetson Club officer or attorney counsel and may further elect to accept summary judgment or demand formal presentment of charges. Upon receipt of a notice of charges, the member has the option of following the below enumerated procedures or procedure enumerated by Civil Service Law Section 75. The member has ten (10) business days to exercise his option in writing and deliver it to the Chief of Police. The notice of charges shall be signed by the Chief of Police and shall set forth the basis of such alleged violation and the discipline which is sought to be imposed. Before any disciplinary procedure is to be started due to a complaint from a civilian, a complaint form must be signed by the civilian stating the facts of the allegation and the officer in question. Said officer shall be given a copy of the complaint form prior to any action started against said officer. The officer must be given his *Miranda*, *Garrity*, or any other applicable labor/civil service rights whenever applicable.

Section 2: Members' Rights

A. The interview of any department member shall be at a reasonable hour, preferably when the member officer is on duty and during the daylight hours, unless the exigencies of the investigation dictate otherwise. A determination as to the reasonableness of the hour shall be at the discretion of the investigating officer.

B. Said interview shall be conducted at a location designated by the investigating officer, usually at the police headquarters. Said interview shall not be conducted at the member's home if he so requests.

C. The member shall be informed of the rank, name and command of the officer in charge of the investigation as well as the rank and name of the officer conducting the interview and the complete identity of all persons present during the interview.

D. The member will be informed of the nature of the investigation before any interview commences. If known, sufficient information to reasonably apprise the member of the allegations made should be provided. If it is known that the member interviewed is only a witness in the matter, he shall be advised of that fact.

E. The interview shall be completed with reasonable dispatch and reasonable respites shall be allowed. Time will also be provided for personal necessities, meals, telephone calls and rest periods.

F. The member has the right to receive copies, if available of all statements taken from witnesses in the investigation, free of charge.

G. The member has the right to have a Stetson Club representative and/or an attorney present during his interview. In such cases, the member shall be afforded reasonable

time and facilities to contact and consult privately with an attorney of his own choosing and/or his representative of the Stetson Club.

H. If it is known by the investigating officer that a special report may result in disciplinary action against the member, no member will be ordered to write a special report regarding such disciplinary action, unless he is informed by the investigating officer of the reason for the report and that the report may result in disciplinary action. The member will be afforded twelve (12) hours to consult an attorney and/or his Stetson Club representative, unless an emergency exists, before writing said special report.

I. Any member who provides a special report shall be entitled to a copy of said special report upon submission.

J. In no event shall a member be ordered or requested to submit to a lie detector test.

K. Prior to interrogating an officer or requesting a special report which may result in disciplinary action, the employer shall provide a personnel complaint form which contains, but is not limited to, the complaint filed against the officer, the name of the complainant, and any other information which adequately apprises the officer of the nature of the complaint filed against him.

L. The member shall have made available to him, any and all reports which he has submitted regarding said investigation.

M. The member of the Stetson Club, subject to such investigation by the Police Department, shall have the right to a copy of any written, oral recorded or stenographic statement he shall make to the Police Department, free of charge. No recording device is to be used during an interrogation unless the member is advised in advance that one is being used and a transcript is supplied to the member of said recording.

N. A member of the Stetson Club subject to such an investigation by the Police Department shall not be subject to any offensive language nor, except as provided herein, shall he be threatened with transfer, dismissal or any other disciplinary punishment nor promise or reward shall be made as an inducement to answering questions.

O. A member shall be tendered a copy of any warning, reprimand, or memorandum entered in his personnel file. Letters of reprimand may not be retained longer than thirty-six (36) months...

P. A member of the Stetson Club subject to such investigation by the Police Department shall suffer no reprisals, directly or indirectly, for exercising his rights under this section.

Q. Members may, on an annual basis, request via the chain of command, permission to examine their respective personnel folders.

Section 3: Notice of Proposed Discipline

At the member's election, filed with the Chief of Police within ten (10) business days of the service of the Notice of Proposed Discipline, the following procedure shall apply:

Step 1: The member shall be entitled to a meeting to present his position to the Chief of Police within five (5) business days of receiving the Notice of Proposed Discipline.

Step 2: The member may elect to accept the proposed discipline that the Chief of Police dictates or he is entitled to pursuing the matter through the grievance procedure established in Article 29.

ARTICLE 31 GRIEVANCE PROCEDURES

Section 1: Declaration of Purpose

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Village and the Stetson Club is essential to the operation of the Police Department, it is the purpose of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of members of the Police Department.

Section 2: Definitions

"Grievance" shall mean any alleged violation of the application of terms or provisions of this Agreement, and claimed violation, misinterpretation or equitable application of existing rules, procedures, regulations, or administrative orders of the department which relate to health or safety of the member, physical facilities, equipment furnished to members; provided that such grievance shall not include other matters which are otherwise reviewable pursuant to law or any rule or other regulation having the force and effect of law.

"Immediate Supervisor" shall mean the member or officer on the next higher level of authority above the member wherein the grievance exists and who normally assigns and supervises the member's work and approves his time record or evaluate his work performance. *"Days"* shall mean, unless otherwise specified, all business days.

"Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance. *"Party in interest"* shall mean any party named in a grievance who is not the aggrieved party.

Section 3: General Procedure

General procedure - all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, if applicable, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at paragraph "5", Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the aggrieved party and the Stetson Club. If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Stetson Club directly at Stage 2 described below. The Village and the Stetson Club agree to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance. Except as otherwise provided in Section 5, Stage 1, any aggrieved party and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Village or by any higher-ranking officer against the aggrieved party, and party in interest any representative or any other participant in the grievance procedure or any other person by reason of such grievances or participation therein. Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Village and the Stetson Club. The Chief of Police shall provide for the printing of the appropriate forms. All documents, communications and records dealing with the processing of the grievance shall be kept in a confidential file separate from the personnel files of the participants. Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

Section 4: Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement. Unless the written grievance is submitted at the appropriate stage within five (5) business days after the aggrieved party knows or should have known about the act or condition on which the grievance is based, no written grievance will be entertained, and such grievance will be deemed waived. If a decision at one step is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed discontinued and further appeal under this agreement will be barred. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Stetson Club within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 5: Grievance and Review

Stage 1 - Submitting Grievance to Stetson Club

A. A member of the negotiating unit having a grievance will discuss it with the Stetson Club president or his designated officer to decide if there is justification for a grievance. If there is justification for a grievance, then the Stetson Club president or designee will discuss the matter with the Chief of Police with the intent of resolving the matter informally. In the event that a member of the unit has been aggrieved, but elects not to file a grievance, the Stetson Club may institute grievance proceedings where the nature of the grievance may have an effect upon the membership of the Stetson Club.

Stage 2 - Written Grievance to Chief of Police

A. If after five (5) business days, the grievance is not resolved informally, it shall be reduced to writing and presented to the Chief of Police. Within five (5) business days after the written grievance is presented to him, the Chief of Police shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the Stetson Club president or designee.

Stage 3 - Appeal to the Village Mayor

A. If the aggrieved party and/or the Stetson Club are not satisfied with the decision at Stage 2, he/she may submit the grievance to the Mayor of the Village of Brockport by written notice within five (5) business days of the decision at Stage 2.

B. The Mayor will hear the matter promptly within ten (10) business days and will issue his/her decision not later than ten (10) business days from the date of close of the hearing or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to the Mayor. The decision of the Mayor will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

C. The Mayor will have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement.

If the aggrieved party and/or Stetson Club are not satisfied with the decision at Stage 3, the grievance shall be submitted to binding arbitration within ten (10) days of the decision at Stage 3. The parties to this Agreement agree to be bound by the rules of procedure for the Public Employment Relations Board in binding arbitrating their grievances and shall share equally in the cost of such arbitration.

Section 6: Arbitrator

After reviewing oral and written statements and testimony presented at such hearing, the arbitrator shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

Section 7: No Strike - No Lock-Out

For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in police activities. Nor will

the employer lock out any of the members of the unit or cause or be responsible for the same. This will not be interpreted to mean that the Village shall not have the right to discipline as authorized by law.

ARTICLE 32 NEGOTIATION PROCEDURES

Section 1: Duration

The terms and conditions provided in this Agreement shall remain in effect June 2023- until May 2026, or until altered by mutual agreement in writing between the parties.

Section 2: Ratification

While no final agreement shall be executed without ratification by the Stetson Club and the Village, the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

Section 3: Re-negotiation Date

The parties agree to begin negotiations for a successor agreement no later than six (6) months prior to the expiration date.

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ARTICLE 33 GENERAL PROVISIONS

Section 1: Alter Agreement

Before the Village adopts any changes which affect wages, hours, or any other term and condition of employment of the negotiating unit which is not covered by the terms of this Agreement and which had not been proposed by the Stetson Club, the Village will notify the Stetson Club in writing that it is considering such a change. The Stetson Club will have the right to negotiate such items with the Village, provided the Stetson Club files such request with the Village within fifteen (15) business days after receipt of said notice.

Section 2: Contrary Rules

This Agreement shall supersede any rules, regulations, or practices of the Village which shall not be contrary to or inconsistent with its items. The provisions of this Agreement shall be incorporated into and be part of the established policies of the Village in relation to the negotiating unit.

Section 3: Individual Arrangements

Any individual arrangement, agreement or contract between the Village and an individual member of the negotiating unit, heretofore executed, shall be subject to and

consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Section 4: Applicable Law

It is understood and agreed by both parties that the benefits conferred by this Agreement are subject to the applicable provisions of law.

Section 5: Violation of Law

This Agreement and all provisions herein are subject to all applicable laws, and in event of any provisions of this Agreement being held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of the Agreement.

Section 6: Rules and Regulations

All rules and regulations of the Brockport Police Department not covered in this contract shall be covered by General Orders of the Police Department and/or the administrative regulations promulgated by the Chief of Police or the Mayor, and as are included in the Rules and Regulations of the Police Department of the Village of Brockport, in the event said Rules and Regulations are inconsistent with the terms of this Agreement, then and in such event, the terms of this Agreement shall control.

Section 7: Gender Recognition

Any reference contained herein that refers to a specific gender is meant to be inclusive of all genders without prejudice.

ARTICLE 34: WORKING CONDITIONS

Section 1: Snowstorms

In the event of hazardous snow conditions whereby it appears that any full-time Village member is unable to get to his place of employment, said member shall not lose his regular day's rate of pay nor any of his personal leave days, upon the approval of the supervisor in charge.

Section 2: Police Department

The Police Department will maintain police-package patrol vehicles, comparable and equivalent to a Ford Crown Victoria Police Interceptor, which will be replaced when they

reach 75,000 miles or sooner if safety warrants. Each vehicle shall have new tires on a regular basis and a tune-up every 5,000 miles.

Section 3: Mandatory Training

Members of the Brockport Police Department will have mandatory training in all weapon systems, self-defense tactics, less-lethal weapons, etc. for a minimum of 24 hours per year. In addition, the Village will endeavor to send its officers to as many other law enforcement and applicable training classes and/or seminars as affordable.

Section 4: Other Training

Training, other than weapon qualification, will be set up through Public Safety Training Center, Federal Grant or with other Monroe County police agencies.

Section 5: Part-time Training

Part-time officers shall be sent to basic training school and trained in police work and their weapons prior to their working in the capacity of a Police Officer as defined in the rules and regulations of the police department.

Section 6: Funeral Detail

At the discretion of the Chief of Police, a funeral detail, including cars or cars and manpower, will be sent to the funeral of law enforcement officers of our county or adjoining counties.

Section 7: Personal Items

An officer shall be compensated for the replacement cost of personal item or items lost or damaged beyond repair or for the cost to repair a damaged personal item or items, provided that the loss or damage is caused without his negligence and is incurred while he is on duty or actually conducting police business. Loss will be documented by appropriate report and turned over to Command Officer before end of shift, unless physically unable to do so.

ARTICLE 35: SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days on written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE 36: DISSOLUTION OF VILLAGE OF BROCKPORT

Before any political subdivision of the State of New York has to take over the Village of Brockport and/or the members covered under this Agreement, the political subdivisions involved in taking over the operation of the Village must meet and negotiate the takeover and the impact it will have on the members with the Club before any referendum on the dissolution is made.

ARTICLE 37: Table of Organization

The administrative staffing of the department will consist of the following:

- 1.0 FTE - Chief of Police
- 1.0 FTE - Lieutenant
- 2.0 FTE - Sergeants

ARTICLE 38: Domestic Partnership

The village recognizes legally established Domestic Partnerships. Employees in a Domestic Partnership will be eligible for all benefits attributable to spousal benefits as contained with this contract. Required forms for Declaration of Domestic Partnerships are available in the Village Clerk's Office. Creation of a Domestic Partnership requires the following:

G1. Creation of Domestic Partnership - Any two individuals may execute and file with the Village Clerk a statement of Domestic Partnership in which each individual as to himself or herself declares the following:

1. The individuals are at least 18 years of age.
2. The individuals are competent to enter into a contract.
3. The individuals are not married in any jurisdiction.
4. The individuals currently live together and have lived together continuously for at least six (6) months immediately prior to filing the statement.
5. The individuals intend to continue to live together.
6. The individuals are financially interdependent.
7. The individuals share with each other the common necessities and tasks of one household.
8. The individuals are each other's domestic partner, and each other has no other domestic partner.
9. The individuals have not terminated a statement of domestic partnership, or its equivalent in another jurisdiction, within six (6) months immediately prior to filing the statement.

B. A Statement of Domestic Partnership shall be executed before the Village Clerk by both individuals under oath and penalty of perjury as to each of its declarations and shall be subscribed by the Village Clerk. The Village may require documentary evidence or testimony under oath in support of one or more declarations, pursuant to regulations promulgated by the village Clerk.

C. A Statement of Domestic Partnership shall be executed on a form provided by the Village Clerk and shall be effective as of the date of the filing. Insurance coverage will begin at the first day of the month following execution of all documents.

D. A Statement of Domestic Partnership which contains false or fraudulent declaration by either of the individual's executions it, shall not be effective notwithstanding its filing by the Village Clerk and shall be voided; provided, however, that the Village Clerk shall not void a Statement of Domestic Partnership without first providing the individuals who executed the document notice of the alleged false or fraudulent declaration and an opportunity to or rebut the allegation, pursuant to regulations promulgated by the Village Clerk.

G2. Termination of Domestic Partnership – either individual in a domestic partnership may terminate the Domestic Partnership by executing and filing with the Village Clerk a termination of Domestic Partnership in which the individual declares the following:

1. The Domestic Partnership has been terminated and the individuals are no longer living together.
2. The individual terminating the Domestic Partnership has notified the other domestic partner of the termination in writing.
3. Written notice of the termination has been received by the other domestic partner at least thirty (30) days immediately prior to the termination of the domestic partnership.
4. A termination of Domestic Partnership shall be executed before the Village Clerk under oath and penalty of perjury as to each of its declarations and shall be subscribed by the Village Clerk. The Village Clerk may require documentary evidence or testimony under oath in support of one or more of the declarations, pursuant to regulations promulgated by the Village Clerk.
5. A Termination of Domestic Partnership shall be executed on a form provided by the Village Clerk and shall be effective as of the date of the filing.
6. A Termination of Domestic Partnership which contains false or fraudulent declaration by the individual executing it, shall not be effective notwithstanding its filing by the Village Clerk and shall be voided; provided, however, that the Village Clerk shall not void a Termination of Domestic Partnership without first providing the individual who executed it, notice of the alleged false or fraudulent declaration and an opportunity to or rebut the allegation, pursuant to regulations promulgated by the Village Clerk.
7. The Village Clerk shall maintain Statements of Domestic Partnerships and Termination of Domestic Partnerships in a format designed to facilitate access to such documents.

ARTICLE 39 CIVIL SERVICE LAW AND LEGISLATIVE APPROVAL

Section 1: Limits of the Law

It is hereby understood and agreed that this Agreement and each and every part hereof is subject to the provisions where applicable, of the New York State Civil Service Law, any rules, regulations, provisions, ordinances, resolutions, or actions of any kind or

nature of the State or local Civil Service Commission or personnel officer (all collectively referred to as the law) and shall be construed and enforced only to the extent allowable and within the limits of the law, as if such law were a specific amendment to this Agreement.

Section 2: New York State Civil Service Law

PURSUANT TO SECTION 204-a OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE BROCKPORT STETSON CLUB:

DATE:

FOR THE VILLAGE OF BROCKPORT:

DATE:
