VILLAGE OF HOOSICK FALLS
REGULAR MEETING

SEPTEMBER 9, 2026

RESOLUTION NO. 2026 - ___

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

WHEREAS, the UPSEU police union and the Village previously entered into a collective bargaining agreement effective _____ through _____; and

WHEREAS, both parties are interested in entering into a Memorandum of Agreement that would encompass new employment terms that amend the collective bargaining agreement previously in effect, and also providing a new term for which the collective bargaining agreement between the parties to be in effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Hoosick Falls in regular session duly convened as follows:

That this Board of Trustees does hereby approve and authorize the Mayor to enter into and execute a memorandum of agreement with the United Public Service Employees Union (UPSEU) to amend certain terms of employment of the union employees in addition to providing for a term for which the negotiated agreement will be in effect, a copy of such MOA being attached hereto and made a part hereof, which shall be merged with the unamended terms of the parties' previously entered into collective bargaining agreement whereby the terms of this MOA and the unamended terms of the previously entered into collective bargaining agreement become one complete agreement once ratified by the union membership and approved by the Village.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

TRUSTEE ROBERT RYAN	**VOTING** _____
TRUSTEE MELODY MENTIPLY	**VOTING** _____
TRUSTEE TODD BURDICK	**VOTING** _____
TRUSTEE MARISSA HARRIS	**VOTING** _____
TRUSTEE MICHAEL HICKEY	**VOTING** _____
DEPUTY MAYOR KEVIN O'MALLEY	**VOTING** _____
MAYOR DANIEL SCHUTTIG	**VOTING** _____

The foregoing Resolution was/was not thereupon declared duly adopted.

September 9, 2026

MEMORANDUM OF AGREEMENT
[HOOSIC.260133]

The Village of Hoosick Falls (the "Village) and the United Public Service Employees Union (Police Officers) (the "Union") are parties to a Collective Bargaining Agreement for the term June 1, 2022 through May 1, 2025 (the "Agreement"). The Union and the Village wish to modify the Agreement as follows:

1. Article 2, Section A shall be amended to add the titles of Corporal, Court Office (Assistant) and Matron. The assignment of "Detective" will also be added (noting that this is an assignment made in the sole direction of the Chief of Police).

2. Article 7 – Compensation – shall be amended as follows:

- Section A

Part Time	2026	2027	2028
Academy	$23	$23	$24
1 year / Certified	$27	$27	$28
2 year	$28	$28	$29
3 year	$29	$29	$30
Corporal	$30	$30	$31

Full Time	2026	2027	2028
Academy	$24 = $49,920	$24 = $49,920	$25 = 52,000
1 year / Certified	$28 = $58,240	$29 = $60,320	$30 = $62,400
2 year	$29 = $60,320	$30 = $62,400	$31 = $64,480
3 year	$30 = $62,400	$31 = $64,480	$32 = $66,560
5 year	$33 = 68,640	$34 = $70,720	$35 = $72,800
Detective	$33 = 68,640	$35 = $72,800	$36 = $74,880
Sergeant	$33 = 68,640	$35 = $72,800	$36 = $74,880

- Reduce Part-Timer Hour Requirement from 384 to 192

- add: LATERAL HIRES: A lateral hire, in the sole discretion of the Village Board, upon recommendation of the Chief of Police, may be hired up to the step equivalent to the number of years of credited service completed in the NYS Retirement System.

- Section F – Longevity

  1. All members of the Department having three (3) or more years of service with the Village Police Department shall receive a longevity increment in accordance with the following schedule:

After completion of years of service	**Amount**
Year 3	**$0.25/hour worked**
Year 5	**$0.75/hour worked**
Year 10	**$1.00/hour worked**
Year 15	**$1.25/hour worked**
Year 20+	*

* Any member of the bargaining unit who has twenty (20) or more years of service as of June 26, 2026 shall receive the amount detailed in the current Agreement for 20 years of service – such being $2000.00. To be eligible for this $2000.00 the employee must complete 384 hours of work in each fiscal year for the two (2) prior consecutive years (Section F.1.3). Upon separation from the Village Police Department of the eligible employees, this provision (*) shall become null and void and the above Longevity table, without a minimum hour requirement, will apply (i.e. earn longevity for hours worked).

- Section F.4 to be deleted and replaced: longevity amounts will be added to the employee's base rate of pay and shall be included for the purposes of calculation of the overtime rate.

3. Article 8, Section A (Health Insurance Buyout) shall be amended at the second paragraph to delete same and replace:

> An employee who is eligible for the health insurance buyout shall receive an additional $1.25/hour added to the employee's base rate of pay.
>
> This buyout is the same for family, 2-person, and/or individual plan coverage.

4. Amend the title of Article 8 to read "Health Insurance and other insurance benefits" and add Section B.

1. Long Term Disability (LTD) – eligible employees may participate in the Village's LTD plan option in accordance with all of the terms and conditions of said plan, at no cost to the employee.
2. NYS Paid Family Leave – an employee participates in this plan in accordance with NYS Law, as may be amended from time-to-time.

5. Article 11 – Work Schedule – shall be amended at Section A to delete the last sentence.

6. Article 11 -- Work Schedule -- at Section B, shall be amended to delete the first sentence (paragraph) and replace/add

> The work schedule for full time Police Officers shall be eight (8) hour shifts, forty (40) hours per week; or twelve (12) hour shifts

with a schedule agreed upon by and between the Chief of Police and the Union.

Add: the Part Time Police Officer will be able to work either eight (8) or twelve (12) hour shifts in accordance with and as posted on the monthly schedule. There will be no change to the part-timers schedule/hours, without 30 calendar days prior notice.

Part time Officers must be available to work for one (1) weekend shift per month.

7. Article 11 – Work Schedule – shall be amended to add

Section E – Substitutions

The practice of substitution where one employee voluntarily works for another "work swap" shall be permitted provided such substitution does not impose additional cost to the Department/Village. Substitutions must be submitted in advance and approved by the Chief of Police or designee. Substitutions/Work-Swaps are an agreement between employees and should one party to this agreement fail to fulfill their obligation, that employee shall be barred from engaging in substitutions for six (6) months (first occurrence), one (1) year (second occurrence), and permanently (third occurrence), and may also be subject to discipline.

All swaps must be "repaid" within 30 days unless other arrangements are made with approval of Chief of Police.

8. Article 12 – Vacation Leave – to amend the "years of service " requirement for the accruals to begin:

1-3
4-10
11-15
16+

(hours accrued per years of service have not changed.)

Add: Note: in first year of employment the vacation leave accrual will be prorated, based upon month of hire:

Jan – March: 40 hours
April – June: 32 hours
July – September: 24 hours
October – December: 16 hours

For a 1-3 years of service separation there is no entitlement to vacation buyout.

9. Article 12 – Vacation Leave – shall be amended to add

Section E: Any employee who is absent the scheduled work day before or the scheduled work day after a vacation may be required to produce a medical note to support the absence or be docked a day.

10. Article 13 – Sick Leave – shall be amended at Section A to state

9 days per year (72 hours)

= .3462 days (2.769 hours) per pay period

11. Article 16 – Holidays – shall be amended so that any of the listed "holidays" will be observed on the actual day designated by the CBA as the "holiday."

12. Article 16 – Holidays – shall be amended at Section B and Section C, as necessary to delete the reference to ten (10) hour(s) – noting that a "holiday" is an eight (8) hour day regardless of the schedule (8 hour/12 hour).

13. Article 16 – Holidays – shall be amended to add

Section D. An employee absent the scheduled work day before or the scheduled work day after a holiday may be required to produce a medical note to support the sick leave absence or be docked the holiday pay.

14. Article 19 – Working Conditions at Section A – Uniforms and Equipment: new hires / all other employees

[TO BE UPDATED BY THE CHIEF AND UNION]

15. Add: New Article

POLICE OFFICER REIMBURSEMENT FOR TRAINING/COURSE WORK

Reimbursement of costs associated with Village funds expended on new police officers shall be based upon the actual tuition rate for the basic training or equivalent DCJS course at the police academy which is charged to the Village. The reimbursement shall include the costs incurred by the Village for uniforms issued, including ballistic vest and reimbursement of any mileage/travel expenses, academic materials, ammunition and training costs associated with attending the police academy.

As calculated above, the reimbursement owed to the Village for the Basic Officer Training shall be payable as follows if the employees voluntarily separates from service within the first thirty six (36) months of employment as a police officer and becomes employed by another law enforcement agency.

Time Until Separation	Percentage Reimbursed
Within the first year:	100 Percent
Within the second year:	75 Percent
Within the third year:	50 Percent

In addition to the Police Officer Basic Training, if at any time during the first thirty-six (36) months of employment the employee voluntary separates from service and becomes employed by another law enforcement agency the employee shall reimburse the village for any specialty training courses they attend on Village time.

The reimbursement provisions to the Village are not dischargeable in bankruptcy and the employee's obligations hereunder shall survive employment with the Village of Hoosick Falls until otherwise repaid in full, or released by the Village of Hoosick Falls.

VILLAGE OF HOOSICK FALLS
POLICE DEPARTMENT

TRAINING COST REIMBURSEMENTACKNOWLEDGMENT FORM
FOR POLICE OFFICER

[THIS WILL BE NOTED AND INCLUDED AS AN APPENDIX TO CBA/HOOSICK FALLS**]**

EMPLOYEE TRAINING REIMBURSEMENT POLICY ACKNOWLEDGMENT

In accordance with Village of Hoosick Falls policy, the Collective Bargaining Agreement with the Hoosick Falls Police Union (UPSEU), and as a condition of employment for both new hires and lateral transfers, acknowledge and agree to the following:

1. **Reimbursement Obligation:**

A. If I separate from service with the Village of Hoosick Falls (the "Village") Police Department prior to completing Police Officer Basic Training or equivalent DCJS academy course, I agree to reimburse the Village for the actual cost of training as described below.

B. If I voluntarily separate from service with the Village of Hoosick Falls Police Department within thirty-six (36) months of my original date of hire and/or within 36 months of completing Police Officer Basic Training or equivalent DCJS academy course and do not become employed by another Law Enforcement agency, I agree to reimburse the Village for the actual cost of training as described below.

C. If I voluntarily separate from service with the Village of Hoosick Falls Police Department within thirty-six (36) months of my original date of hire and/or within 36 months of completing the Police Officer Basic Training or equivalent DCJS academy course and become employed by another law enforcement agency within one (1) year of separation, I agree to reimburse the Village for the actual cost of training as described below.

2.**Covered Costs:**

I understand the reimbursable amount includes:

- Tuition charged by the police academy (applies to 1A and 1B)
- Ammunition used during training (applies to 1A, B, and C)
- Uniforms and ballistic vest issued for academy use (applies to 1A, B, and C)
- Mileage/travel expenses paid by the Village (applies to 1A, B, and C)
- My salary while attending the police academy (applies to 1A and 1B)
- Equivalent of New York State minimum wage for all hours worked during the post-academy field training required by New York State Municipal Training Council. (applies to 1A and 1B)

3. **Reimbursement Schedule:**

If applicable, I agree to reimburse the Village according to the following schedule:

Time of Voluntary Separation	**Percentage Reimbursed**
Within the first year	100%
Within the second year	75%
Within the third year	50%

4. **Additional Training Reimbursement:**

I understand that reimbursement may also be required for other specialty training paid for by the Village that I attend within my first thirty-six (36) months of employment, if I voluntarily separate and become employed by another law enforcement agency. This

- may include, but is not limited to: K-9, SWAT, Dive Team, Marine/AW/Commercial Patrol, Evidence Tech, Instructor Certs, FTO, etc.

4(a). **Covered Costs:** I understand the reimbursable amount for additional training includes:

- Tuition charge of the school/training
- Ammunition used during training
- Mileage/travel expenses paid by the Village
- My salary while attending the school/training
- Schools/Trainings above and beyond Police Officer Basic Training that are mandated by Hoosick Falls P.D. are exempt from reimbursement.

5. **Enforcement:**

I acknowledge that this reimbursement obligation:

- Is not dischargeable in bankruptcy
- Remains enforceable until fully satisfied or waived in writing by the Village
- May be collected through civil action, wage garnishment, or withholding of separation payments

6. **Exception:**

This policy does not apply in the following situations:

- Separation due to disability retirement
- Termination by the Village for reasons unrelated to misconduct
- Military activation orders, provided the officer does not formally resign to enlist
- Other exceptions as approved by the Village Board, in writing, on a case-by-case basis

7. **Notification and Monitoring**

- Police officers will receive a written invoice twice annually detailing the training costs incurred on their behalf and the current reimbursement percentage applicable to them.
- Officers will be notified in writing by the Chief of Police when their 36-month reimbursement period has been satisfied in full.
- A copy of this reimbursement policy will be provided to all police officer candidates at the time of hiring and acknowledged as part of their onboarding documentation.

SIGNATURE & ACKNOWLEDGMENT

By signing below, I certify that I have read, understood, and agree to the terms of the Village of Hoosick Falls Training Cost Reimbursement Policy.

New Hire Police Officer (Print Name): _____

Signature of New Hire: _____ **Date:** _____

Chief of Police (Print Name): _____

Signature of Chief of Police: _____ **Date:** _____

16. This Memorandum constitutes the entire understanding between the parties as to modification of the Agreement.

17. Items not contained herein are deemed withdrawn.

18. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. (204-a, NYS Civil Service Law (AKA: The Taylor Law))

19. The Union reserves the right to have this tentative agreement ratified by its members. The Village reserves the right to have the Village Board take its ratification vote.

AGREED to this 26th day of June 2026

Village of Hoosick Falls		UPSEU (Police Unit)	
By:		By:	
By:		By:	
By:		By:	
By:		By:	
By:		By:	