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Contract Database Metadata Elements

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Union: **Canastota Policemens Benevolent Association (PBA)**

Local:

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Canastota, Village Of And Canastota
Policemens Benev Assn

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Labor Agreement

Between

The Village of Canastota

And

**The Canastota Policemen's
Benevolent Association.**

For the period:

June 01st 1996

To

May 31st 1999

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 27 1997

OFFICE OF THE CHAIR

Article I

Preamble

This is a labor agreement between the Village of Canastota (herein the Village) and the Canastota Policemen's Benevolent Association (herein the P.B.A.) covering those Officers within the bargaining unit as defined in Article 2

**Article 2
Bargaining Unit**

The Village recognizes the PBA as the sole and exclusive bargaining representative for all full- time Police Officers in the patrolman classification. This agreement shall not cover the Chief of Police, clerical personnel, and part - time or temporary Police Officers.

**Article 3
Salary Schedule**

1. The salary schedule for the Police Officers who are covered by this Agreement shall be as follows for the duration of this Agreement.

	1996 - 1997	1997 - 1998	1998 - 1999
1st year	\$27,105.68	\$28,189.91	\$29,317.51
2nd year	\$28,460.96	\$29,599.40	\$30,783.38
3rd year	\$29,816.24	\$31,008.89	\$32,249.25
4th year	\$31,171.54	\$32,418.40	\$33,715.14
5th year	\$32,526.80	\$33,827.87	\$35,180.98

2. All new Police Officers hired after June 01st 1996 shall start at step one of the pay schedule and will advance to step two only after completing one full fiscal year which runs from June 01st to May 31st. He will then move up one step on the schedule each year on June 01st until he reaches the fifth year step. Newly hired officers will however be entitled to the percentage increase in salary which occurs on June 01st no matter how long he has been employed.

Salary Schedule Cont.

3. Cont. Also Officers who have already reached step five on the schedule as of June 01st 1996 will advance each June 01st what ever percentage that year allows them. It is understood that the Village may, in its discretion, give seniority credit for salary purposes only, to newly-hired officers for prior police experience outside this bargaining unit.

4. For the year June 01, 1996 to May 31st, 1997 a three (3) percent annual increase will be paid to each Police Officer covered by this agreement. For the year of June 01, 1997 to May 31, 1998 a four (4) percent increase will be paid to each Police officer covered. For the year of June 01, 1998 to May 31, 1999 a four (4) percent increase will be paid to each officer covered by this contract.

5. An officer who has been granted an Associates Degree, for any major, shall receive \$200.00 per year. An officer who has been granted a Bachelor's Degree, for any major, shall receive \$400.00 per year. An officer who has been granted a Master's Degree, for any major, shall receive \$600.00 per year, to be paid in a lump sum on the first pay period of each new fiscal year (June 01st starts new fiscal year).

Shift Differential

Officers who work the second shift (C-line) shall receive fifteen cents (\$.15) per hour as shift premium pay for all hours worked on said shift.

Officers who work the third shift (A-line), shall receive twenty five cents (\$.25) per hour as shift premium pay for all hours worked on said shift.

Officers who work the fourth shift (D-line) , shall receive fifteen cents (\$.15) per hour as shift premium pay for all hours worked on the said shift.

Overtime Rate

The over-time rate for all full-time Police officers shall be time and one-half for any time worked over eight (8) hours per day, and forty hours per week. Over time shall be in salary or in comp-time, at the employee's choice. Compensation time shall be one and one-half hours for each hour of over time worked.

**Article 4
Longevity**

Accumulative longevity increases for continuous service in the department shall be paid to the employee in a lump sum on the first pay period in the month of June of each year that the officer is entitled to such payment. The officer will be paid at what ever step for the current year they are serving in when the fiscal year starts. The longevity increments shall be as follows:

3rd & 4th year	\$ 300.00
5th, 6th, 7th, 8th, 9th, year	\$ 500.00
10th, 11th, 12th, 13th, 14th, year	\$ 750.00
15th, 16th, 17th, 18th, 19th, year	\$ 1,200.00
20th year and each year beyond	\$ 1,500.00

**Article 5
Retirement**

On June 01st, 1989 the Village agreed to provide the 20 year, half pay Retirement Program (Section 384-D) of the NewYork State Retirement System. The Village agreed to pay the full cost thereof.

**Article 6
Work Schedule**

1. In those installations which require twenty four (24) hour coverage, the shifts shall be designated as follows: a day shift (0630 hours to 1430hours) - B-line, The second shift (1430 hours to 2230 hours) - C-line, The third shift (2230 hours to 0630 hours) - A-line, The fourth shift called a D-line (1900 hours to 0300 hours) is a secondary shift and full time officers cannot be required to work this shift, but may work this shift if the officer, the PBA, and the Chief of Police are in agreement.

2. If an employee is scheduled to take a promotional exam and is scheduled to work the C-line (2nd shift) or the A-line (3rd shift) before the exam he/she shall be granted the day off without pay.

Article 7
School or in service training

The Village will pay all expenses (i.e. tuition, lodging, meals, and transportation) for all employee's directed to attend professionally mandated training, and/or courses with prior Village Board approval.

Article 8
Shift change

An officer whose work shift has a change from his normal workday or shift shall be given forty eight (48) hours notice be the Chief of Police, with the exceptions of a valid emergency declared by the Police Chief.

Article 9
Vacations

1. Police officers who are covered by this agreement shall be entitled to vacation effective June 01, 1996 , on the basis of service (year you are serving when the fiscal year starts.) Officers will be credited the appropriate numbers of days in his time off bank.

One to seventh year	12 Days
Eighth year	13 Days
Ninth year	14 Days
Tenth year	15 Days
Eleventh year	16 Days
Twelveth year	17 Days
Thirteenth year	18 Days
Fourteenth year	19 Days
Fifteenth year	20 Days

2. Vacation time must be completely used up during the fiscal year it was issued in. No vacation time is to be carried over from year to year. The only exception to this is if the department head gets board approval prior to the end of that fiscal year.

**Article 10
Sick Leave**

1. Each employee will be credited Twelve (12) sick days at the start of each Fiscal Year (June 01st). If a new employee starts prior to the start of the fiscal year they will be credited one sick day for each month between the date of hire and the start of the next fiscal year. Also if an employee leaves his employment with the village prior to the start of the fiscal year he must return one sick day to the Village for each complete month between the time they left and the end of the fiscal year. If an employee has no sick time left in his bank to give back to the Village the Village will remove a days pay for each sick day owed to the village, this will be taken from the employee's last pay check.

2. Each employee will be allowed to sell back to the Village up to six (6) sick days per year. The employee will sell the days back for the fee of sixty dollars (\$60.00) per day sold back. They must submit a letter to the Village Clerk detailing how many they wish to sell back up to six and this letter must be received by the Clerk by the end of the fiscal year. A check for those days sold back will be issued to the officer on the first pay period in the new fiscal year.

3. Each officer may accumulate up to a maximum of one hundred (100) sick days.

4. If an employee is out on sick leave for three (3) consecutive days, the employee may be required to bring a sick leave slip from his or her doctor.

5. Any employee who is employed full time and retires shall be paid for one third (1/3) of their accumulated unused sick leave days at the rate of Fifteen dollars (\$15.00) per day.

**Article 11
Disability Leave**

In circumstances where a full time police officer is disabled and not covered by workers' compensation, the employer will provide the officer with a disability payment which, when added to any disability payment or other payments provided by the state or other governmental sources, will equal the net pay earned by that officer on a straight time basis. The aforesaid disability payments will begin when the officer begins receiving state disability payments and such payments shall be made only as long as the state disability payments continue. In no case will the payments made by the employer exceed twenty six (26) weeks, which is the current duration of the state disability payments.

**Article 12
Personal Leave**

Five personal leave days per year shall be granted to each officer to be used for what ever reason the officer needs. No explanation of what or why it is being used needs to be given by the officer. The officer shall give the Chief of Police 24 hours prior notice when taking a personal day, unless an emergency situation arises, whereupon the officer needs only contact the Chief and get his approval. An officers personal leave bank will be credited with five days each June 01st (start of the fiscal year) and no personal leave time shall be carried over from year to year unless approved by the Chief of Police.

**Article 13
Holidays**

- 1) In lieu of individual holidays each officer covered by this agreement will receive a lump sum payment by separate check on the first pay period in June each year equal to the sum of six days base salary and on the first pay period in December of each year a check equal to five days base salary. The base salary will be what ever hourly rate the officer is at when the payment is made, times eight hours times the number of days.**
- 2) The officer at his discretion may choose to take the holidays as comp days instead of receiving pay. If he chooses this option the appropriate number of days will be credited to his comp. time off bank on June 01st and December 01st of each year. An officer may split the holidays and take half as comp time and half as pay as he wishes. He must however notify the Village clerk in writing five days prior to June 01st and five days prior to December 01st advising which way he wishes to receive his holidays.**
- 3) If an officer leaves the department prior to the respective pay day for reasons other than disciplinary reasons he shall be entitles to the pro rated share of his holiday pay through the date of termination. For the limited purpose of computing the proration, holidays will be New years Day, Washington's birthday, Good Friday, Memorial Day, Independence Day, Labor day, Veterans's day, Thanksgiving day, Day after Thanksgiving, Christmas eve, Christmas day.**

**Article 14
Health Insurance**

The Village will pay for the entire cost of the individual employee and dependant coverage under the under the existing hospitalization and health insurance plan for the Full time officers currently covered by this agreement. The Village reserves the right to change insurance carriers at any time, provided that the level of coverage overall is equivalent to that provided under the current plan.

**Article 15
Seniority**

Seniority shall commence from the hiring date in the Village of Canastota as a Full time Police Officer. Seniority shall be the criterion for:

- A) Scheduling Vacations**
- B) Determining Layoff**
- C) Scheduling Overtime**
- D) Scheduling of Shifts**

**Article 16
Uniforms and Equipment**

The Village will supply uniforms and equipment at it's expense to the police officers covered by this agreement. "Uniforms and Equipment", shall mean Pants, Shirts, Shoes (one pair per year) , coats, jackets, hats, raincoats, and foul weather gear, as well as all leather, handcuffs, cap stun, police baton, as well as gun and ammunition.

**Article 17
Personal Effects**

The Village will reimburse an employee for damage caused in the line of duty to personal effects such as eyeglasses, wrist watches, contact lenses, and pocket recorders. The maximum reimbursement paid by the Village will be Fifty dollars per item damaged.

**Article 18
Mileage**

Police Officers will be reimbursed at the authorized Village rate for the duration of this contract when on authorized departmental business.

**Article 19
Paid Meals**

The Village will pay for the meals of an employee when that employee is stationed outside his normal tour of duty. (i.e. Schools, Seminars, Meetings, Transports, Etc.) The rate of pay for meals will be the following:

Breakfast :	\$5.00
Lunch :	\$6.00
Dinner :	\$9.00

When an employee is scheduled to be away for more than one day, the Village will issue the proper meal allowance prior to the officers departure.

**Article 20
Funeral Leave**

An employee who is notified of the death of a family member, as hereinafter defined, shall be excused from work on the next two succeeding calendar days in addition to the remainder of his shift if the notification is received while he is at work. If the above excused time does not include the day of the funeral, the employee shall be excused for that day also. The employee shall be paid his straight time average hourly earnings for such excused time.

For the purpose of this provision the term "Family Member" is defined to mean a person related to the employee such as, mother, father, husband, wife, son, daughter, brother, sister, Mother in Law, Father in law, Grandparents, grandchildren, or a person standing in the legal position of a parent.

**Article 21
PBA Dues**

The PBA and Village agree that the Village will deduct from each full - time employee's pay Five Dollars (\$5.00) weekly. At the beginning of each month the Village will present the PBA President with a check made out to the PBA, so the PBA can deposit said check into the PBA account.

Article 22
Work Performance

- 1) If it becomes necessary that an employee's work has to be questioned, it is done so through the Chief of Police and employee has the right to have his PBA representative present at that time.
- 2) An employee shall be given written notice of any deletions or additions to his personnel file. An employee may review his or her file at any time mutually agreed upon by the Chief of Police and the employee. Any negative items shall remain in the employees personnel file for a period of no more than one year, unless a hearing is requested with the Liaison, Chief, PBA Representative and officer involved, regarding keeping the item in.

Article 23
Mandated Meetings - Police Department

Police officers will be paid for all meetings when called to come in on off - duty time. The police officer will be given a minimum of three (3) hours compensation time or a minimum of three (3) hours of pay at the over time rate.

Article 24
Law Enforcement Professional Legal Liability
Insurance Protection - Police Department

The Village shall provide the basic amount of one Million Dollars (\$1,000,000.00) liability insurance protection. The policy shall include protection for the individual Police Officers. As quoted from the Village insurance policy, The individual law enforcement officers or the other employee's of such department as are regularly employed in the law enforcement duties or control, but only in furtherance of the official pursuits of the law enforcement department set forth in the Declarations of this policy.

Article 25
Bulletin Boards

The Village will make available to the PBA a designated space on a bulletin board for the posting of PBA notices of a noncontroversial nature relating to meetings or other PBA business.

Article 26
Call IN

When an employee, after leaving his place of work, is called in to report to work other than during his regularly scheduled time, such employee shall be given a minimum of three hours pay at time and one - half of that employees pay rate. This also pertains to court appearances.

Article 27
Recall from vacation, to duty

Vacation time is intended to provide time free from all duties with full pay at straight time rates at a scale applicable to the employee at the time the vacation is taken. However, in the case of recall an employee will be paid double time for a minimum of four hours, and shall be entitled to the unused portion of his vacation as soon as possible. It is the Departments policy to avoid recall during vacation periods, unless a serious public emergency or other Police emergency makes it necessary.

Article 28
Grievance

An employee has the right to and may talk to his supervisor about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this Agreement, it shall be resolved in accordance with the following procedure:

1) A grievance of an employee shall first be discussed with the Department head and the PBA Representative. If the grievance is not settled within five (5) working days after presentation, it may be taken to the second step.

2) If not settled at the first step, the grievance may be presented to the Department head and the Village Mayor by the employee and the PBA Representative. If presented, the grievance must be presented in writing. If the grievance is not settled within ten (10) working days after presentation at this step, it may be taken to step three.

3) If not settled at the second step, the grievance may be presented to a meeting of the Department Head, Village Mayor, Village board, the employee, the PBA representative and such other representatives as the PBA and Village may choose to have present. If the grievance is not settled within ten (10) working days of the presentation at this step, it may, provided the matter involves the application or interpretation of the terms of this Agreement, be submitted to arbitration.

Article 29
No Test Clause

No employee will be asked to submit to a polygraph, or a blood, urine, or breath test, unless specified by statutory law, (i.e. DWI while on duty, arrest must be made) unless a Village wide drug testing policy is put into effect.

Article 30
Discipline and Discharge Procedure

An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the grievance procedure under the contract for all disciplinary and discharge matters in lieu of and in place of the procedure specified in Sections 75, 76, and 77 of the Civil Service Law.

A notice of such discipline shall be made in writing and served upon the employee with a copy to the PBA President.

If an employee disagrees with the disciplinary action imposed, he /she shall have fourteen (14) working days to implement a grievance at Step 2 of the grievance procedure and may proceed to the final step resulting in arbitration.

Article 31
Arbitration

1) Should any difference arise between the Village and the PBA and /or employees concerning the meaning, application or interpretation of this Agreement, which remains unsolved after presentation to and processing through the grievance procedure, either the Village or the PBA may submit such difference to arbitration by serving notice on the other within thirty (30) working days following completion of the third step of the grievance procedures.

2) The arbitration shall be conducted by an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral to arbitration , the New York State Mediation Service shall be requested to name an arbitrator under its rules and procedures.

3) The fees and expenses of the arbitrator shall be borne equally by the parties. The Village and the PBA shall bear the expense of their respective witnesses and any other expenses they may incur.

4) The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

**Article 32
Taylor Law**

Pursuant to the provisions contained in subdivision (1) of Section 204 -A of the Civil Service Law, it is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permits 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.

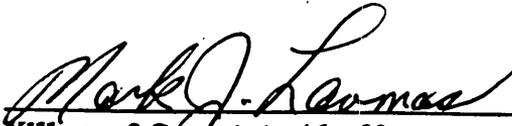
**Article 33
Reopening the Contract**

Both parties agree that negotiations will not be reopened on any issue during the duration of this agreement except by mutual agreement of both parties.

**Article 34
Contract Length**

This agreement shall be effective on June 01st 1996 and shall be binding on the parties hereto for a period of three years, until May 31st 1999.

Dated : *May 30, 1996*



Village of Canastota / by Mayor
Mark J. Lavenas



Canastota PBA President
David A. VanDusen

State of New York)
County of Madison)

On this 30 day of MAY, 1996 before me, the subscriber,
personally appeared MARK J. LAVONAS, to me known, who, being duly
sworn, did depose and say that he resides in Canastota, New York, that he is the Mayor
of the Village of Canastota, The municipal corporation described herein and which
executed the foregoing instrument; that he knows the seal of said corporation; that the
seal affixed thereto is such corporate seal; that it was so affixed by resolution of the
Board of Trustees of the Village of Canastota, and that he signed his name thereto.

Sena C. Clarke
Notary Public

SENA C. CLARKE
Notary Public in the State of New York
Appointed in Madison County
Reg. No. 4870941
My Commission Expires September 8, 1996

State of New York)
County of Madison)

On this 30 day of MAY, 1996, before me, the subscriber,
personally appeared DAVID A. VANDUSEN, to me known, who, being by me
duly sworn, did depose and say that he resides in Canastota New York, that he is the
President of the Policemen's Benevolent Association and Chief Negotiator of the
Association described herein and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed thereto is such corporate seal;
that it was so affixed by resolution of the Board of trustees of the PBA and that he has
signed his name thereto.

Sena C. Clarke
Notary Public

SENA C. CLARKE
Notary Public in the State of New York
Appointed in Madison County
Reg. No. 4870941
My Commission Expires September 8, 1996