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Contract Database Metadata Elements

Title: **Wayland, Village of and Wayland Police Benevolent Association (PBA), (2002) (MOA)**

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Union: **Wayland Police Benevolent Association (PBA)**

Local:

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Wayland, Village Of & Wayland
Police Benev Assn

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**LANDUM OF AGREEMENT
BETWEEN
VILLAGE OF WAYLAND
AND
WAYLAND PBA**

Whereas the parties desire to maintain harmonious relations, and to work together for the public safety and welfare, and it is the purpose of the agreement to effectuate the provisions of Chapter 391 of the Public Employees' Fair Employment Act of 1967 and any revisions of the Act, to provide orderly collective negotiating relations between the "Village" and the "Wayland PBA", to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

The parties hereto enter into the following collective bargaining agreement, which shall become effective on June 1, 2002 or the date of ratification of this agreement by the Union, whichever is later, and will expire on May 31, 2005.

ARTICLE I
RECOGNITION

The Village of Wayland recognizes the Wayland PBA, hereinafter known as the "Union", as the sole and exclusive representative for all the employees in the Village of Wayland Police Department, as described in the New York State Public Employment Relations Board certification, CASE NO. C-5072, as follows:

- Included: All full and part-time police officers.
- Excluded: Supervising Police Officer

The Village agrees that the Union shall be the sole and exclusive representative for the employees described above for the purpose of collective negotiations and processing grievances.

All time utilized by Department employees in processing grievances shall be on off-duty time and without compensation.

The Union's authorized representative, with prior authorization from the Supervising Officer, shall be permitted reasonable access to meet with employees on Village property.

NY'S PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

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The Union shall have the right to one bulletin board, which may be placed in the Department. The Union may post notices or other communications on such bulletin board providing such notices or communications are not of a scurrilous nature.

The Union affirms that it does not assert the right to strike against the Village, or engage in concerted work stoppages or slowdowns of any kind against the Village; to assist or participate in any such strike; work stoppage or work slowdown or to impose an obligation upon its members to conduct, assist or participate in any such strike or concerted withholding of services of any kind.

Dues Check-off: The Village recognizes the obligation of those employees who are or may become members of the Union to pay their Union dues and upon written authorization on the part of such employees, the Village agrees to deduct dues from the wages of all Union members who appear on the Village payroll, pursuant to Section 93-b of the General Municipal Law of the State of New York, and forward such dues, together with a list of employees for whom dues deduction are made, to the Union.

Membership dues deductions shall commence no later than thirty (30) days following the effective date of this agreement or the date of employment, whichever is later.

As a condition of employment, an amount equal to Association dues as the contribution toward the administration of this agreement, pursuant to Section 208 of the Civil Service Law, shall be deducted from the wages of all officers covered by this agreement. This deduction shall commence within thirty (30) days following the execution date of this agreement or thirty (30) days following the commencement of an officer's employment, whichever is later.

Within ten (10) business days following the hire of a new employee, the Village shall forward to the President of the Union, the name and home address of the newly hired employee.

Dues shall be remitted to the Union's Treasurer within ten (10) business days following the date of deduction.

The Union will indemnify, defend, and hold the Village harmless against any claim made against any suit instituted against the Village by members of the negotiating unit on account of any check-off of dues.

ARTICLE II **EMPLOYER RIGHTS**

The Village retains the sole right to manage the police department and to direct the working force, including the right to decide the continued existence of the department, the number and location of its operations, the operations to be conducted and rendered, and the methods, processes and means used in operating the police department, and the control of the building, real estate, materials, equipment, parts, tools and machinery which may be used in the operation of its police department, to determine whether and to what extent work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency, including the right to discipline, suspend and discharge employees; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided for in this agreement, or provided by law.

The Village retains the right to adopt and modify Rules and Regulations and General Orders and to enforce the same. New Rules and Regulations or General Orders or changes in existing ones shall become effective when they have been communicated to each employee within the bargaining unit. The Village agrees that any changes in the Rules and Regulations of the Police Department which affect the conditions of employment may be implemented after consultation with the Union prior to the effective date of such changes. The Village shall not unilaterally change existing Rules, Regulations or General Orders or create new Rules, Regulations or General Orders if they constitute a mandatory subject of negotiations.

ARTICLE III **RECIPROCAL RIGHTS**

The Village recognizes the right of the employee to designate representatives limited to two (2) officers of the Union, to appear on their behalf, outside of working hours, to discuss disputes as to the terms and conditions of the

contract. The Union will give the names of their representatives to the Village, each year when they are designated.

The Union shall have the right to post notices and communications relative to police business of the Union on the Police Department bulletin board maintained on the premises and facilities of the Village within the Police Department area.

ARTICLE IV **PERSONNEL FILES**

Employee personnel files will be kept in the Village hall and under the supervision of the Village Clerk/Treasurer.

Whenever any material of a derogatory nature is placed in an employe's personnel file, he will be notified and shall have the right to submit a response to such material, which shall be attached to such material.

The employee shall have the right to review the contents of his personnel file in the presence of a Village official, upon giving at least forty-eight (48) hours advance notice to the Village Clerk.

ARTICLE V **COMPENSATION**

FULL-TIME EMPLOYEES:

Full-time employees, who are on the Village payroll as of the date of ratification of this agreement, shall be paid twenty-seven thousand dollars (\$27000.00) per year

Effective June 1, 2004, the wage rate for full-time employees shall be increased by three percent (3%).

PART-TIME EMPLOYEES:

Part-time employees, who are on the Village payroll as of the date of ratification of this agreement (Officers Conte, Williams, Gorton and Goddard) shall be paid ten dollars and fifty cents (\$10.50) per hour, for hours worked, retroactive to June 1, 2002.

Effective with the ratification of this agreement, part-time employees shall receive a one dollar (\$1.00) per hour wage increase after completing seven-hundred fifty (750) hours of service and an additional one dollar (\$1.00) per hour wage increase for every seven-hundred fifty (750) hours of service thereafter, until they reach a maximum of fifteen dollars (\$15.00) per hour

ARTICLE VI
COURT TIME

Employees required to appear before a Court in an official capacity on off-duty time, as mandated by the Department, shall be paid a minimum of four (4) hours at the employee's straight time hourly base rate.

The foregoing provision shall be null and void as of the expiration date of this agreement, unless its continuation is mutually agreed to. In no event, however, will the minimum court appearance payment be less than three (3) hours at the employee's straight time hourly base rate.

ARTICLE VII
MILEAGE REIMBURSEMENT

Employees who are authorized to use their personnel vehicles on Departmental business shall be reimbursed in accordance with the mileage reimbursement rate as established by the Internal Revenue Service.

ARTICLE VIII
CLOTHING AND EQUIPMENT

The Village will supply all uniforms and equipment which employees are required to wear or utilize.

ARTICLE IX
HEALTH INSURANCE

The Village shall make available to full-time employees covered by this agreement, the "Blue Choice Plus" plan.

The Village reserves the right to provide health insurance coverage substantially equal to the "Blue Choice Plus" plan through any provider it chooses or through self- insurance.

Employees participating in the foregoing health insurance plan shall be obligated to contribute fifteen (15%) of the insurance premium, which shall be made by payroll deduction. Such contribution by the employee shall be pre-taxed.

Part-time officers may participate in the group health insurance plans available through the Dansville Chamber of Commerce by remitting to the Chamber of Commerce, the full premium of the plan selected.

If and when the health insurance is no longer available through the Dansville Chamber of Commerce, the officer will have the right to enroll in the group health insurance plan or plans being offered by the Village of Wayland.

If the part-time officer fails to make the premium remittance when due , as prescribed by the Dansville Chamber of Commerce or by the Village of Wayland, the officer's participation shall cease.

The Village's health insurance coverage will not be available to an officer whose spouse has available to him/her, health insurance coverage which is substantially equal to that being offered by the Village.

It shall be the employee's responsibility to initiate membership in the health insurance plan and to promptly notify the Village of any change in family status.

ARTICLE X **HOLIDAYS**

Holidays constitute days off with pay for all full-time employees who have been employed by the Village for thirty (30) days or more, provided that the employee works his scheduled work day immediately preceding and following the holiday. Holidays observed by the Village shall be:

New Years Day
Martin Luther King's Birthday
Presidents Day
Good Friday

Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Memorial Day
July 4th, and

Labor Day

a floating holiday to be taken at a time mutually agreed to between the Village and the employee. A floating holiday may not be taken prior to or subsequent to a holiday which is set forth above.

When a holiday falls on Saturday or Sunday, the preceding Friday or the following Monday will be considered the holiday.

If the holiday occurs on a full-time employee's scheduled day of work, he will be required to take off an alternate day during the week in which the holiday occurs.

If a holiday falls on an employee's scheduled day off, he shall be entitled to an alternate day off, which shall be mutually agreed to between the employee and the Village.

ARTICLE XI
VACATION

Each full-time employee will be entitled to vacation with pay, as follows:

After completing 1 year	5 working days
After completing 3 years	10 working days
After completing 8 years	15 working days
After completing 15 years	20 working days

Vacations are to be taken during the year in which they are earned and may not accumulate from one year to the next. Vacations shall be taken at a time mutually agreed to between the Village and the employee with one (1) weeks prior approval unless an emergency occurs.

When an observed holiday occurs during an employee's vacation, the employee will be permitted to take an additional day off, to be scheduled by mutual agreement between the Village and the employee.

If hospitalization of the employee or death in the employee's family, per Article XV occurs during the time of the employee's vacation period, such time shall not be counted as vacation time taken, but may be counted as sick leave or bereavement leave, as the case may be.

Upon resignation or retirement, an employee will be entitled to vacation payment on a pro-rated basis, i.e., 1/12 of vacation entitlement for each full month of the current vacation year.

Vacation payment shall be made at the pay period following the vacation period.

ARTICLE XII
SICK LEAVE

Full-time employees shall, following ninety (90) days of employment, be eligible for a maximum of seven (7) days of sick/personal leave with pay during the period of June 1 to May 31 of each year. Sick leave may accumulate from year to year, to a maximum of eighteen (18) days.

If and when sick leave credits are exhausted, accumulated vacation time may be applied toward absence due to illness, only with the express permission of the Village Mayor or his/her designee.

Sick leave constitutes absence for reasons of illness or injury in which the employee is unable to engage in gainful employment with the Village or with any other employer. Sick /personal leave may also be utilized due to the illness or injury of the employee's spouse or children, when the employee's attendance is required, as certified by an attending physician.

When absence is required under the provisions of sick leave, the employee, or a person in his stead, must notify the employee's supervisor no later than fifteen (15) minutes prior to the commencement of the working day of the reasons for the absence.

The employee shall be responsible for notifying the Village of any change in condition or other necessary information.

Sick leave which extends three (3) days or more shall, upon request of the

Mayor or his/her designee, be supported by a standard medical certificate completed by the attending physician. Failure to provide such certificate when requested shall result in no sick leave payment for the period of time in question

Excessive absenteeism and/or chronic tardiness may result in disciplinary action.

Employees injured on the job will inform supervision as soon as reasonably possible of the time and nature of the injury and will promptly seek medical attention if such attention is required.

ARTICLE XIII **MATERNITY LEAVE**

An employee who is pregnant may continue working as long as she and her physician feel she can adequately perform her work. In maternity cases, the employee will be allowed to use any available paid time credits during the non-disability period of maternity leave.

A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by her attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

The employee has the right to be reinstated to her position within six (6) months of the granting of unpaid maternity leave, subject to the written approval of her attending physician.

ARTICLE XIV **ADOPTION LEAVE**

Any employee who is adopting a child five (5) years of age or younger will be granted a leave of absence for a period not to exceed six (6) months. In such adoption cases, the employee will be allowed to use available paid time credits before being placed on leave without pay. The employee will have the right to be reinstated to his/her position within six (6) months of the commencement of adoption leave.

ARTICLE XV
BEREAVEMENT LEAVE

A full-time employee covered under this agreement shall be granted up to a maximum of three (3) consecutive working days with no loss of pay due to death in the immediate family.

For purposes of this Article, immediate family shall include the employee's parent, mother in-law, father in-law, sister in-law, brother in-law, spouse, child, brother, sister or grandparent. Bereavement leave may be taken for the purpose of attending the funeral and for the days immediately preceding or following the funeral.

ARTICLE XVI
WORKERS COMPENSATION

The Village will comply with Section 207 © of the New York State General Municipal Law, where applicable and with the Workers Compensation law where applicable.

ARTICLE XVII
MILITARY LEAVE

Military Leave Shall be governed by Sections 242 and 243 of the Military Law of the State Of New York.

ARTICLE XVIII
JURY DUTY

To meet an obligation as a citizen by serving on juries, a full-time employee will be granted time off with no loss of pay for jury duty.

Compensation received by the employee for jury service will be paid by the employee to the Village of Wayland.

ARTICLE XIX
HOURS OF WORK

The work week for full-time employees shall be forty (40) hours which shall

be scheduled by the Village on an as needed basis. Hours which are authorized and worked in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half (1 ½) the employee's regular rate.

Cash overtime payment for each officer shall not exceed one thousand dollars (\$1000.00) in each of the Village's fiscal year. Overtime compensation in excess of one thousand dollars (\$1000.00) shall be in compensatory time off only at the rate of time and one-half (1 ½) and shall be utilized in the work week following that in which it was earned.

Each officer shall log in his time of arrival to duty and time of departure on a form promulgated by the Department.

The Department Head will post a shift schedule roster of all officers, encompassing a thirty (30) day period. The roster shall be posted at least five (5) days prior to the operative thirty (30) day period. Shift selection by full time officers shall be by virtue of seniority.

ARTICLE XX DISCIPLINE AND DISCHARGE

Whenever a unit member is called to a meeting with the Department Head and/or a Village representative, which may lead to disciplinary action, the unit member will be informed prior to the meeting the reason he is being summoned. If the matter involves possible disciplinary action, he will be told he has a right to Association representation and shall have twenty-four (24) hours to secure such representation.

An employee shall not be disciplined or discharged without just and sufficient cause.

A disciplinary action may range from a formal "Letter of Reprimand" to termination.

ARTICLE XXI
GRIEVANCE PROCEDURE

A grievance, under this Article, shall mean any claim by an officer or group of officers, of a violation, misinterpretation or an inequitable application of any provision of this agreement.

Step 1:

Any officer, believing he has a grievance, may present it, in writing, to the Head of the Police Department within ten (10) business days of the occurrence in an attempt to adjust the matter. If it is not satisfactorily adjusted, the officer may request a representative of the PBA meet with the Head of the Police Department and with the aggrieved party, for the purpose of attempting to adjust the matter.

Step 2:

Should the discussion in Step 1. fail to produce a satisfactory settlement, within five (5) business days, then a written grievance shall be submitted by the PBA and forwarded, within ten (10) business days to the Village Board or its representative. The Village Board or its representative shall discuss the grievance with the PBA within twenty-five (25) calendar days of receipt of the written grievance. The Village will reply, in writing, to all grievances filed by persons covered by this agreement.

Step 3:

In the event the grievance is not satisfactorily settled, within the time set forth in Step 2., the PBA may take the matter to arbitration within thirty (30) calendar days after the close of Step 2., by sending a written notice to the Village Board, of its intention to do so. A Demand for Arbitration shall be simultaneously served upon the New York State Public Employment Relations Board. If the PBA fails to file such notice within the time limits set forth, the matter shall be considered closed and not subject to further review.

The arbitration proceedings shall be conducted by an arbitrator, selected by the parties in according with the rules of procedure of the New York State Public Employment Relations Board.

The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. The arbitrator shall not have the power to amend, modify or delete any provision of this agreement.

Expenses of arbitration services and the proceedings shall be born equally by both parties. However, each party will be responsible for compensating its own representatives and witnesses. Officers who appear during work hours will not suffer loss of salary. If a party desires a record of the proceedings, it may cause such a record to be made, at its own expense, but it must provide a copy of the record to the other party and to the arbitrator without charge.

ARTICLE XXII COMPLETE AGREEMENT

This agreement shall constitute the full and complete agreement between the parties in respect to wages, benefits and practices between the parties and may be altered, modified, added to, deleted from or changed only by the mutual consent of the parties in a written amendment appended hereto.

ARTICLE XXIII SEVERABILITY

If any article or part of this agreement, or any addition thereto should be decided as in violation of any Federal or State law, or if adherence or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO 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 LEGISLATIVE BODY HAS GIVEN APPROVAL

This agreement shall remain in full force and effect commencing with the date of ratification by the parties until May 31, 2005.

Kurt W. Allen

Village of Wayland PBA

4/7/03

Date

Ellie M. Cook, Mayor

Village of Wayland

4/14/03

Date