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DIS / 7538

AGREEMENT

Between

VILLAGE OF CANTON

And

CANTON POLICE ASSOCIATION

For

**FULL-TIME POLICE DISPATCHERS
PART-TIME POLICE DISPATCHERS**

JUNE 1, 2004 THROUGH MAY 31, 2008

RECEIVED

AUG 03 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

This Agreement is made and entered into this 9th day of May, 2006 by the **VILLAGE OF CANTON** (hereinafter "Village") and the **CANTON POLICE ASSOCIATION** (hereinafter "Association") for Full-time Dispatchers and Part-time Dispatchers, and collectively referred to as the "parties".

ARTICLE 1

UNIT

Section 1. This Agreement will apply to all full-time and part-time Police Dispatchers (hereinafter referred to as "employees"). Part-time Police Dispatchers under this Article are not eligible for fringe benefits other than those provided by law.

ARTICLE 2

RECOGNITION

Section 1. The Association, having heretofore presented appropriate evidence that it represents the majority of the employees represented in Article 1 above, is therefore recognized as the employee organization representing said employees for the purpose of collective negotiations with the Village, in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Agreement herewith executed. The Village agrees that the Association shall have the right to post meeting notices and other communications concerning the conduct and administration of the local Association business on bulletin boards maintained on the premises and facilities of the Village.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The Association recognizes that the management of the Village shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Village and direction of the work force, including but not limited to, the following:

- A. To determine the care, maintenance, and operation of equipment and property used for, and on behalf of, the purposes of the Village.
- B. To establish or continue policies, practices and procedures for the conduct of Village business and from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance.

- D. To select and to determine the number and types of employees required to perform the Village's operations.
- E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Village, provided such rules and regulations are made known in a reasonable manner to the employees affected by same.
- F. To insure that incidental duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees of the Village.

ARTICLE 4

RETIREMENT

Section 1. The Village shall provide the applicable retirement plan for all eligible employees in the New York State Employee Retirement System.

ARTICLE 5

HEALTH INSURANCE

Section 1. The current health insurance plan shall remain in full force and effect until such time as the Excellus Blue EPO Balance health insurance plan is effective.

Effective January 1, 2006, the Village shall provide the Excellus Blue EPO Balance health insurance plan for all employees and their dependents. The Village shall pay one hundred percent (100%) of the cost of the premium for all employees and their dependents.

The existing prescription drug (Rx) plan shall remain as currently provided.

Section 2. The Village shall provide coverage for non-participating hospitals or medical facilities in the Blue Cross/Blue Shield Health Insurance Plan. The Village shall pay one hundred percent (100%) of the cost of the premium for all employees and their dependents. Effective January 1, 2006, this section will be deleted.

Section 3. The Village shall provide an optical plan as a rider to the Major Medical coverage.

Section 4. The Village shall provide Blue Cross/Blue Shield of CNY Dental plan, Opt. 2 for full-time employees. The Village shall pay one hundred percent (100%) of the cost of the premium for said coverage for all full-time employees and their dependents.

Section 5. An employee may opt to decline and waive health insurance provided by the Village, only when the employee has other health insurance and in accordance with the terms as set forth in Appendix "A", attached hereto and made a part of this Agreement. An employee who declines and waives health insurance coverage as provided in Appendix "A" shall receive fifty percent (50%) of the premium cost in effect, payable on a voucher each calendar month.

The affected employee, in the event he/she wishes to resume health insurance coverage by the Village, as set forth in Section 1 herein, shall comply with the requirements as set forth in Appendix "A".

Section 6. The Village shall not propose any change(s) in the health insurance benefits (i.e., basic plan, prescription drug (Rx) or anything relating to health insurance benefits of any kind), until June 1, 2010. Section 7 shall not have any force or effect prior to June 1, 2010, at which time it becomes a part of the Agreement and can be applied and enforced by either party. The Village may, at any time prior to June 1, 2010, propose changes to the Excellus Blue EPO Balance health insurance plan, or a change of plans. However, no change(s) shall be implemented without the written consent of the Association. The Association cannot be compelled to negotiate over any other health change(s) proposed by the Village, or have the issue of prescription drug (Rx) or health insurance coverage submitted to the impasse procedures of the State Civil Service Law until on or after June 1, 2010.

Section 7. The Village may elect to provide the same health insurance benefits as provided in Section 1 with another plan provider. However, in the event the Village elects to change to another health insurance plan, it shall provide the Association President, in writing, a copy of the proposed plan, at least sixty (60) calendar days prior to the change. The plan shall be through an insurance company licensed to do business in New York. In the event the Association determines that the health insurance plan change does not provide the same levels of benefits, the Village shall not be permitted to implement any change until such time that the matter has been resolved through expedited binding arbitration, pursuant to the Rules of the New York State Public Employment Relations Board (PERB).

Section 8. A retired employee, surviving spouse and/or eligible dependent(s) shall receive, at no cost to the retired employee, surviving spouse, and/or eligible dependent(s) health insurance, hospitalization and optical rider at the time of retirement. The retired employee, surviving spouse and/or eligible dependent(s) shall retain those benefits until death.

ARTICLE 6

SICK LEAVE

Section 1. Employees shall earn sick leave credit at the rate of one (1) day per full month of full-time employment or twelve (12) days per full year of full-time employment based upon the work schedule. Earned and unused sick leave may be accumulated to a maximum of two hundred ~~(200)~~ days *new*

Section 2. Employees shall be granted use of sick leave with pay exclusively for absence from duty due to employees contracting or incurring any non-occupational injury,

sickness, illness or exposure to contagious disease to the full extent of each employee's earned and unused accumulated sick leave credit. Sick leave credit shall be used at the rate of one (1) day for each day absent from duty for the above sick leave reasons. Sick leave may also be utilized for illness or injury involving an employee's immediate family, defined as a spouse, child, or in circumstances where there is no spouse or child, any person or persons who are members of the employee's immediate household, requiring the immediate attention of the employee, to a maximum of five (5) days per Agreement year.

Section 3. A certificate of inability to work by reason of illness from a licensed doctor or such other evidence of illness and inability to work as the Chief of Police may deem necessary, may be required as evidence of the illness. Such certificate will be required only after the third (3rd) day of illness. The Village reserves the right to request an examination by a licensed doctor of its choice at no expense to the employee.

Section 4. An employee not able to report for work because of illness or injury shall report same, or cause it to be reported to the immediate supervisor or other designated person by telephone or other means at least one (1) hour before and not later than thirty (30) minutes after the regular starting time. Failure to abide by the foregoing shall preclude such employee's use of sick leave for that day, except in unusual circumstances and unless approved by his/her immediate supervisor.

Section 5. For absence due to illness in excess of one (1) week, the employee or member of the family shall report to the immediate supervisor at weekly intervals, giving the employee's condition, progress, and probable date of return, and the name of the attending physician.

Section 6. When an employee becomes ill at work and does not feel able to complete the work day, same shall be reported to the immediate supervisor. Sick leave used in such instances shall be pro-rated on an hour for hour basis.

Section 7. It shall be the responsibility of the immediate supervisor to ensure that the purpose and intent of the sick leave plan is not abused. An employee's eligibility for payment of compensation for sick leave shall be determined by his/her immediate supervisor.

Section 8. The official record of sick leave credit earned, accumulated and used shall be maintained for all employees in the Village Clerk's Office in a uniform procedure.

Section 9. All employees shall be covered as required by law under Worker's Compensation Insurance, Disability Insurance or any other insurance for similar purposes and shall be compensated in accordance with the applicable law.

Section 10. The Village agrees that upon retirement or death, an employee or beneficiary, as the case may be, shall be paid twenty-five percent (25%) of all accumulated sick leave no later than the payroll period following retirement or death. A full sick day shall equal seven (7) hours. The payment shall be at the rate in effect, including longevity, if applicable, at the time of retirement or death.

Section 11. An employees shall be entitled to receive an annual buy-back of unused sick leave accumulated that year, provided the employee has already accumulated thirty (30) or more unused sick leave days and maintains no less than thirty (30) days after conversion, to be paid in the first (1st) payroll period of the new fiscal year. If elected, the Village shall pay the affected employee fifty percent (50%) of the value of each day purchased at the rate of pay in effect at that time.

Example: An employee who does not use his/her accumulated sick leave days during an Agreement year (12 days), and has at least thirty (30) sick leave days already accumulated (without the 12 days), and elects to buy back eight (8) days, shall be paid his/her rate of pay in effect at that time, a total of four (4) days pay, in the first (1st) payroll of the new fiscal year, and carry over four (4) sick leave days into his/her total accumulation. An employee who has used four (4) of his/her twelve (12) sick leave days during the year shall only be entitled to buy back a maximum of eight (8) days and be paid for four (4) days.

Section 12. An employee may also elect, at the end of each fiscal year, to be paid in the first (1st) payroll period of the new fiscal year, to buy back up to a maximum of twelve (12) days of accumulated sick leave days, including carry over of unused sick and personal leave converted to sick leave from the previous year, at the rate of pay in effect at that time.

The affected employee's total sick leave accumulation shall be reduced accordingly, day for day, and in no event shall fall below the thirty (30) sick leave days of accumulation required to participate in this buy back.

ARTICLE 7

LONGEVITY

Section 1. All full-time employees shall be paid longevity as follows:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
5	Starting 6 th through 9 th	\$ 325.00	\$ 325.00	\$ 325.00	\$ 350.00
6	Starting 10 th through 13 th	\$ 650.00	\$ 650.00	\$ 650.00	\$ 700.00
7	Starting 14 th through 17 th	\$ 975.00	\$ 975.00	\$ 975.00	\$1,050.00
8	Starting 18 th and above	\$1,300.00	\$1,300.00	\$1,300.00	\$1,400.00

Section 2. Longevity payments shall be disbursed to each employee on a regular basis as part of his/her regular paycheck.

ARTICLE 8

VACATION

Section 1. Vacation time shall be earned according to the following schedule:

<u>Years of Completed Service</u>	<u>Vacation Time Earned Per Employment Year</u>
Start through 1 year	5 days
Start 2 nd year through 4 th year	12 days
Start 5 th year through 9 th year	18 days
Start 10 th year through 14 th year	21 days
Start 15 th year and above	25 days

Section 2. The Chief of Police may limit the number of employees on vacation at any one time. In no case shall an employee take any vacation without the approval of the Chief of Police.

Section 3. Vacation time shall be submitted to the Chief of Police for approval upon not less than five (5) working days notice.

Section 4. Vacation time for newly appointed or resigning employees will be computed on a prorated basis to the nearest full month of service during the employee's anniversary year.

Section 5. The maximum vacation time that may be accrued shall be thirty (30) days.

Section 6. Upon request, a retiring employee may be paid a cash payment of the monetary value of vacation time accumulated as of his/her retirement date.

ARTICLE 9

HOLIDAYS

Section 1. All full-time employees shall be shall be paid for the following Holidays below, whether worked or not, as set forth herein:

- | | |
|---------------------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 8. Columbus Day |
| 3. Lincoln's Birthday * | 9. Election Day |
| 4. Washington's Birthday * | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

* To be celebrated on the actual day.

Section 2. A Police Dispatcher who is scheduled to work and works a Holiday, or any part thereof as enumerated above, shall be paid at the rate of two times (2X) his/her

applicable hourly rate, including longevity if applicable, for all hours worked. An employee whose regularly scheduled day off is on a Holiday as enumerated above, shall be entitled to an additional day off as mutually agreed upon between the employee and Chief of Police.

Section 3. Holidays may be used as vacation days only after the Holiday has been earned.

ARTICLE 10

BASE WAGE SCHEDULE AND PART TIME HOURLY RATE

Section 1. The Base Wage for a full time Police Dispatcher shall be as follows:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
1	Starting	\$19,445*	\$20,417	\$21,438	\$22,564
		\$10.68/hr**	\$11.22/hr	\$11.78/hr	\$12.40/hr
2	After 1 Year	\$21,296	\$22,361	\$23,479	\$24,712
		\$11.70/hr	\$12.29/hr	\$12.90/hr	\$13.58/hr
3	After 2 Years	\$23,310	\$24,476	\$25,700	\$27,049
		\$12.81/hr	\$13.45/hr	\$14.12/hr	\$14.86/hr
4	After 3 Years	\$25,876	\$27,170	\$28,529	\$30,027
		\$14.22/hr	\$14.93/hr	\$15.68/hr	\$16.50/hr

* Annual equivalents are for information only.

** The hourly rate is the exact amount to be paid based on 1820 hours.

Section 2. The hourly rate of pay for a part time Police Dispatcher shall be as follows:

<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
\$10.76/hr	\$11.30/hr	\$11.87/hr	\$12.49/hr

5% 5.2%

ARTICLE 11

OVERTIME PAY

Section 1. Any hours worked over thirty-five (35) hours in a scheduled work week for full-time Police Dispatchers shall be paid at the hourly rate of pay, ½ hour minimum increments. Any hours over forty (40) hours in the scheduled work week shall be paid at one and one-half times (1.5X) the hourly rate of pay, ½ hour minimum increments.

Section 2. All paid leave, such as but not limited to vacation, sick, personal and bereavement, shall be considered as time worked for the purpose of payment of overtime.

Section 3. All overtime shall be based upon the base hourly rate, and longevity if applicable, of the affected employee, and shall be paid within the pay period earned.

Section 4. Overtime for full-time Police Dispatchers shall be authorized by the Chief of Police or designee.

Section 5. Overtime may be taken in compensatory time, accrued at the rate of time and one half (1.5X), at the option of the employee. The employee shall be paid for all compensatory time accrued in the first (1st) payroll period following the end of the fiscal year, not previously taken, or carry over up to a maximum of eighty (80) hours.

Section 6. Full-time Police Dispatchers shall be afforded the first (1st) opportunity to work overtime, based on an equitable rotation. In the event the full-time Police Dispatcher declines or is unavailable for the overtime, then the part-time Police Dispatcher shall be called to work.

ARTICLE 12

LEAVES

Section 1. All permanent full-time employees who have been in the service of the Village for six (6) months shall be entitled to three (3) days Personal Leave and Bereavement Leave. Said leave is to be with pay and non-accruable year to year. This leave is subject to the approval of the employee's immediate supervisor, and shall be granted for the following reasons:

A. PERSONAL LEAVE:

1. Serious illness to a member of the immediate family requiring the attendance of the employee.
2. Medical and Dental appointments which cannot be arranged on days off.
3. Civil court appearances.
4. Special approvals received from the employee's immediate supervisor.
5. The employee shall be entitled to convert unused personal time to sick time at the end of each Agreement year (May 31st).

B. BEREAVEMENT LEAVE:

1. In the event of death in the immediate family, an employee shall receive five (5) days off. The immediate family shall be defined as the spouse, child, mother, father, sister or brother.
2. An employee shall receive three (3) days off for the death of the following family members: grandchildren, grandparents, mother-in-law and father-in-law.
3. Upon request of a full-time employee, and at the sole discretion of the Village, it may grant additional bereavement leave days as it deems appropriate to the employee.

Section 2. Military Leave - Employees shall be granted military leave in accordance with State and Federal law.

Section 3. Education and In-Service Training Leave - Employees shall be granted leave with pay to attend educational or training programs provided attendance is of mutual benefit to the employee and the Village, and is recommended by his/her immediate supervisor and approved by the Village Board.

Section 4. Leave of Absence Without Pay - A request for a leave of absence without pay must be submitted in writing to the employee's immediate supervisor stating the reason for, and the dates of, the leave. An employee who is granted a leave of absence without pay shall not be eligible to receive fringe benefits provided by the Village except to maintain health insurance coverage at the employee's expense. Leave without pay for up to six (6) months may be granted to an employee upon the recommendation of the employee's department head and approval of the Village Board.

Section 5. Maternity Leave - Maternity Leave without pay may be granted for a period of up to six (6) months when a pregnant employee so requests after consultation with her doctor, but not later than when she is unable to perform her duties. This shall not preclude any disability benefits that may be prescribed under New York State Disability Law. A statement from the employee's doctor may be required to establish the employee's ability to perform or resume her duties. An employee on maternity leave may be permitted to reduce such leave without pay by use of unused vacation, sick leave, or personal leave.

Section 6. A Leave of Absence without Pay - For periods longer than provided for in Sections 4 and 5 must have the approval of the Village Board.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. Terms and Definitions:

The terms and definitions as used herein shall have the following meaning:

1. "Village" shall mean the Village of Canton.
2. "Association" shall mean the Canton Police Association.
3. "Employees" shall mean any person or persons covered by the terms of this collective bargaining agreement.
4. "Grievant" shall mean employee, group of employees, or Association acting on behalf of same, alleging to have a grievance.
5. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement, laws, rules, procedure, regulations, administrative orders, work rule or any other term and condition of employment which relate to but are not limited to, employee health or safety, physical facilities, materials or equipment furnished to employees. However, such

term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

6. "Business Day" shall mean Monday through Friday, excluding Holidays.

Section 2. General:

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Association at all stages of the Grievance Procedure.

2. The grievance shall be submitted to the Chief of Police. A written response is required from the Chief of Police and shall be returned to the employee and/or the Association for a response. In the event the Chief of Police's written response is unsatisfactory, the grievance shall be appealed to the Mayor. A written response is required from the Mayor and shall be returned to the employee and/or Association. In the event the Mayor's written response is unsatisfactory, the grievance may be appealed to arbitration.

3. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this Agreement or term and condition which the employee(s) and/or Association claims to have been violated.

4. Settlement of a grievance by mutual agreement, prior to the issuance of an Arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Village and Association enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

5. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.

6. The grievance and arbitration procedure provided for herein, shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the parties.

7. Failure by the Village to meet the various time deadlines set forth herein shall automatically advance the grievance to the next step.

Section 3: Procedure:

STEP 1: CHIEF OF POLICE

An employee and/or the Association shall present the grievance in writing to the Chief of Police. The Chief of Police shall, forthwith, upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the Association. The Chief of Police shall issue a written decision to the employee(s) and/or the Association by the end of the fifth (5th) business day after receipt of the grievance.

STEP 2: MAYOR

In the event an employee or Association wishes to appeal an unsatisfactory decision of Step 1, the appeal shall be presented to the Mayor no later than the fifth (5th) business day of receipt from the Step 1 decision. The Mayor, with Village Board approval, shall issue a written decision to the employee or Association no later than the tenth (10th) business day after the first Village Board meeting in which the appeal was received.

STEP 3: ARBITRATION

In the event the Association wishes to appeal a decision at Step 2, a demand for arbitration shall be submitted to the Public Employment Relations Board (PERB). An arbitrator shall be selected in accordance with their Rules of Procedure in effect at that time.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement or any other term and condition of employment in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 14

UNIFORMS

Section 1. The Village agrees to provide uniforms and cleaning for the full-time Police Dispatchers. Uniforms shall be as selected by the Village and cleaning to be dry-cleaning or laundering as appropriate.

Section 2. Work shoes shall be provided every two (2) years to the Full-time Dispatchers with a maximum cost as follows:

<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
\$60.00	\$65.00	\$70.00	\$75.00

ARTICLE 15

PROBATION PERIOD

Section 1. The probationary period for an employee shall be six (6) months and during that period no paid vacation, sick, personal, or bereavement days will be allowed.

ARTICLE 16

STRIKES

Section 1. The Association will not engage in any strike, or cause or instigate, encourage, or condone a strike, as provided in Section 210 of the Public Employees' Fair Labor Employment Act, nor will the Village engage in, cause, instigate, or condone or encourage a lockout.

ARTICLE 17

PAYROLL DEDUCTIONS

Section 1. The Village will make deductions for savings accounts from employee payroll checks after written authorization has been submitted by the employee to the Village Clerk and at the option of the employee.

ARTICLE 18

VALIDITY

Section 1. If any clause, sentence, paragraph or section of this Agreement be declared invalid by a court of competent jurisdiction, such invalidity shall be expressly limited to such clause, sentence, paragraph, or section and shall not affect the remainder of this Agreement.

ARTICLE 19

PAYROLL PERIOD

Section 1. The Village and Association agree that employees will be paid on a "bi-weekly" basis (every two weeks, to include overtime payments).

ARTICLE 20

AGENCY SHOP FEE DEDUCTION

Section 1. The Village agrees to deduct from the wages of an employee who does not voluntarily join the Association and authorizes dues to be deducted, but is represented by the Association for the purpose of collective bargaining, and Agency Shop Fee in the amount established by the Association.

ARTICLE 21

CALL BACK PAY

Section 1. An employee who is called back to work after the completion of his/her work schedule shall receive a minimum of two (2) hours of pay, whether worked or not, at the straight time rate of pay up to forty (40) hours, and at the applicable overtime rate of pay for all hours over forty (40) hours. In the event the employee exceeds the two (2) hours, he/she shall be paid for all hours worked, or any part thereof, in 1/4 hour increments.

Section 2. An employee shall be deemed to be called back to work when he/she is requested to return to work by the Chief of Police, or designee, thirty (30) minutes or more after the completion of his/her work schedule.

Section 3. An employee on call back shall be covered by Worker's Compensation from the time he/she is required to return to work, as well as the time it takes to return directly home, upon the completion of the call back.

ARTICLE 22

PERSONAL PROPERTY

Section 1. An employee that has prescription eye wear, dentures, or a watch damaged during the performance of his/her duties, shall receive just compensation (repair or replacement) from the Village, if not compensated by other means. The limit of the compensation for watches shall be \$50.00. The damage must be reported to a Supervisor before the employee leaves his/her duty shift.

Section 2. All compensation is subject to review by the Village Board before any payment is made to the employee.

ARTICLE 23

WORK SCHEDULE

Section 1. The work schedule in effect shall remain unaltered for the entire year (January through December), until such time as negotiated by and between the parties.

Section 2. All employees shall work their respective work schedule, without removal, as set forth in that schedule, in order to avoid payment of overtime.

Section 3. In the event a vacancy in title occurs, the parties shall meet in order to agree on the implementation of an interim work schedule until such time as the title vacancy is filled.

ARTICLE 24

TERMINATION OF AGREEMENT

Section 1. The Village agrees that in the event a new Agreement is not agreed to before May 31, 2008, this Agreement shall remain in force until such time as a new Agreement is reached.

ARTICLE 25

ELIGIBILITY FOR BENEFITS

Section 1. For wage purposes only, the Village agrees that an employee whose employment commences on or before December 1st in a fiscal year (June 1st through May 31st) shall be eligible for pay raises effective June 1st following the employee's employment date.

Section 2. All other benefits shall be computed from the employee's employment date. An employee whose anniversary date of employment falls within a posted work schedule period shall be eligible for said benefits at the beginning date of that posted work schedule.

Section 3. Newly hired employees shall serve a six (6) month probationary period before receiving vacation and personal time which will then be credited retroactive to their employment date. Newly hired employees, in the event of separation during the probation period, shall be paid for Holidays earned and not taken.

Section 4. An employee separating from Village employment who has used vacation or Holiday time not earned, shall have this time deducted from any pay due the employee in an amount equal to seven (7) hours pay at his/her regular rate of pay for each such Holiday or vacation day taken over the number earned. An employee who has not taken all Holidays or vacation earned at the time of separation shall be due an amount from the Village equal to seven (7) hours pay at the regular rate of pay for each day earned but not taken.

ARTICLE 26

DISCIPLINE AND DISMISSAL

Section 1. In the event the Village seeks to bring disciplinary proceedings against an employee, in accordance with provisions of Article 75 of Civil Service Law, the parties shall mutually agree upon the selection of a panel of hearing officers, or upon an individual hearing officer, to conduct the hearing(s). Should the parties be unable to agree upon a panel or hearing officer, a list of individuals shall be sought from the American Arbitration Association for this purpose.

Section 2. In the event termination or demotion is the penalty sought by the Village, the above procedure shall be utilized, provided, however, that the panel or individual selected shall serve as arbitrator(s), and the decision of the panel, or individual arbitrator, shall be binding upon the parties. The affected employee shall retain all Section 75 rights with regard to

suspension and payment, in the event termination is being sought. Should the parties fail to mutually agree upon individuals to serve as arbitrator(s), the Village shall then apply to the American Arbitration Association for a list of individuals from which a selection shall be made by the parties.

ARTICLE 27

DURATION

This Agreement shall be effective June 1, 2004 through May 31, 2008, except where otherwise noted in this Agreement.

FOR THE VILLAGE OF CANTON

By: _____

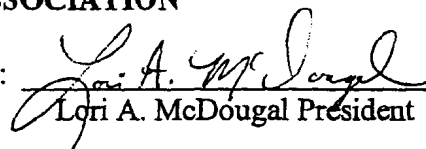

Robert N. Wells, Mayor

Date: _____

5/9/06

**FOR THE CANTON POLICE
ASSOCIATION**

By: _____


Lori A. McDougal President

Date: _____

5-9-06

APPENDIX "A"

The Village shall provide for an optional buy-out of health insurance coverage by an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the Village on the "Request To Decline And Waive Health Insurance Coverage" form, attached hereto and made a part of Appendix "A", that he/she is selecting to decline and waive the health insurance coverage (for his/her coverage, dependents, or both) provided by the Village, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty percent (50%) of the premium rate in effect, payable in the first (1st) payroll of each calendar month, for the period of time the employee declines and waives health insurance coverage provided by the Village.

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Village, be required to provide written notice to the Village on the "Request To Resume Health Insurance Coverage" form, attached hereto and made a part of Appendix "A", that he/she is no longer covered and wishes to re-enter the health insurance plan provided by the Village. The effective date of the employee's re-establishment of health insurance coverage by the Village shall be at the earliest possible date as provided by the plan. The Village agrees to notify the plan upon notice by the employee, of his/her decision to re-establish health insurance coverage through the Village.

The Waiver(s) herein shall be used for the Request to Decline and Waive Health Insurance Coverage or Request to Resume Health Insurance Coverage. The Village shall be responsible for providing the forms to the employee, that are attached hereto and made a part of Appendix "A" and this Agreement, and to be used as set forth herein.

VILLAGE OF CANTON

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby decline and waive health insurance provided by the Village for which I am presently eligible. I understand that I (and/or my dependents) must be covered by another health insurance plan to be eligible for waiver of Village health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____
(Name of organization or employer)

Subscriber Name and I.D.: _____
(Attach a copy of the identification card for the plan)

Coverage to be waived: Individual _____ Dependents _____ Both _____

3. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Village provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form Request to Resume Health Insurance Coverage, to re-establish Village provided health insurance coverage and that the effective date for resumption of Village provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Village as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.
3. I understand and agree that I will be compensated by the Village for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Village and the Association.
3. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Village to discontinue the waiver of health insurance coverage.

I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Village the necessary form to re-establish the health insurance coverage provided by the Village in accordance with the requirements of the Village's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Village's health insurance carrier. Upon resumption of my health insurance coverage through the Village, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement between the Village and the Association.

Date: _____

Employee Signature: _____

Print Name

Village of Canton Agent: _____

Print Name

cc: President, Canton Police Association