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Contract Database Metadata Elements

Title: **Skaneateles, Village of and Council 82, AFSCME, AFL-CIO, Skaneateles Police Officers Local 195SP (1999) (MOA)**

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Union: **Council 82, AFSCME, AFL-CIO**

Local: **Skaneateles Police Officers Local 195SP**

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Skaneateles, Village Of And Council
82 Local 195-Sp (Skaneateles Police)

3/13/00 ✓ cc: McNeil
Shappell
Sheehan

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35520 POL

**LABOR AGREEMENT
BETWEEN
THE VILLAGE OF SKANEATELES
AND
THE SKANEATELES POLICE OFFICERS
LOCAL 195SP, COUNCIL 82, AFSCME, AFL-CIO**

3 Year Contract 1999-2000, 2000-2001, 2001-2002

June 1, 1999 through May 31, 2002

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SEP 21 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

4

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ARTICLE 1

PREAMBLE and RECOGNITION

1.1 PARTIES TO THE AGREEMENT

This is a Labor Agreement made and entered into effective the 1st day of June, 1999, by the Village of Skaneateles, New York (herein "Village/ Employer") and the Skaneateles Police Officers Local 195SP, Council 82, AFSCME, AFL-CIO (herein "Union")

1.2 COLLECTIVE BARGAINING UNIT

The Village recognizes the Union as the sole and exclusive collective bargaining agent for all Civil Service Police Officers employed in the Village of Skaneateles Police Department, Skaneateles, New York, but excluding the Chief of Police and part-time officers.

1.3 APPLICATION OF AGREEMENT

This Agreement shall apply to the police officers within the bargaining unit defined in Section 1.2.

ARTICLE 2

OBLIGATIONS OF THE PARTIES

2.1 NO DISCRIMINATION

The parties agree not to discriminate against any person within the collective bargaining unit because of race, color, creed, national origin, or because of membership or non-membership in the Union.

2.2 NO STRIKE

The Union agrees that it will not cause, instigate, encourage or condone any strike, picketing, slowdown, concerted refusal to perform assigned work, or any other kind of job action which is designed to impede or has the effect of impeding normal, efficient operations of the Department.

ARTICLE 3

PROBATIONARY EMPLOYEES

All new employees shall be on a probationary period until they have completed twelve (12) months of continuous employment, unless less time is mutually agreed to by both parties of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

The Village retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, and all

equipment which may be used in the operation of its business or in supplying its services as performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause, including mandates of the U.S. Department of Labor Occupational Safety and Health Act of 1970 (OSHA) to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The Village reserves the right to reduce the work force at any time as conditions demand. The number, titles and levels of supervisory employees may be changed at any time by the Village.

The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all of the rights, powers and authority the Employer has prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 5

SALARY PLAN

<u>5.1</u> <u>HOURLY RATES</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Title of Patrolman				
June 1, 1999 to May 31, 2000	\$11.39	\$ 13.43	\$ 15.30	\$18.32
June 1, 2000 to May 31, 2001	\$11.39	\$ 13.43	\$ 15.30	\$18.87
June 1, 2001 to May 31, 2002	\$11.73	\$ 13.83	\$ 15.76	\$19.44

5.2 DATE OF HIRE/ANNIVERSARY

The Village will use the employee's date-of-hire to establish seniority, longevity, and vacation allowances. Employees shall receive the increased hourly rate of the new contract year at their current Step. Upon the anniversary of their date-of-hire, the employee shall move to the next step on the salary plan.

5.3 SERGEANTS and/or ASSISTANTS

Police Sergeants and/or Assistants shall receive one (\$1.00) dollar per hour above his step only when the chief is unavailable and has designated a police officer in charge. This payment shall be for time served only. The current police sergeant and/or assistant in charge shall be grand-fathered at one (\$1) dollar per hour for all hours.

5.4 COLLEGE INCENTIVE

For current employees, a Two Hundred (\$200) Dollar incentive for an approved Bachelor's degree will be granted. This is subject to approval by the Chief of Police and the Board of Trustees. Transcripts and successful completion of course work must be provided.

ARTICLE 6

HOURS OR WORK AND OVERTIME

6.1 REGULAR WORK DAY & WEEK

The regular work day and work week for the Police Department shall be as follows:

Police Department - 7 day schedule, 40 hour week
Shifts 11:00 - 7:00; 7:00 - 3:00; 3:00 - 11:00

6.2 OVERTIME COMPENSATION

All hours worked by policemen, over eight (8) hours per week day or forty (40) hours per work week will be paid at one and one-half (1-1/2) times their (employee's) straight time hourly rate.

6.3 SEVENTH DAY WORKED

All hours worked on the seventh (7th) consecutive day shall be paid at two (2) times the straight time hourly rate.

6.4 CALL-OUT

An employee called to work outside his normal working hours shall receive a minimum of three (3) hours pay for each call-out.

6.5 MEAL ALLOWANCE

An employee who completes four (4) consecutive hours of overtime work before or after working his regular scheduled 8-hour turn shall receive a six (\$6) dollar meal allowance. When attending a full, 8-hour day, assigned school, seminar, or training session, then nine (\$9) dollar per diem with receipt.

6.6 NO DEVIATION WITHOUT AUTHORIZATION

No employee shall deviate from his normally scheduled hours of work unless directed or authorized by the Chief of Police.

6.7 ROTATING OVERTIME

Overtime shall be offered on a rotating basis to equalize distribution of overtime for each classification with preference being given to permanent employees. Any offer of overtime, whether the employee accepts said overtime or not, shall be considered as overtime for the purposes of computing equalization of work overtime. If there are no acceptances by the employee, the Employer shall then assign the employee to work said overtime.

6.8 TIME EXCHANGED

It is understood that time exchanged between employees shall not require the payment of overtime and must be authorized by the Chief of Police.

ARTICLE 7

HOLIDAYS

7.1 POLICE DEPARTMENT HOLIDAYS

- | | | |
|--------------------|----------------------|----------------------------|
| 1. New Year's Day | 5. Fourth of July | 9. Veterans' Day |
| 2. President's Day | 6. Labor Day | 10. Thanksgiving Day |
| 3. Good Friday | 7. Columbus Day | 11. Day after Thanksgiving |
| 4. Easter | 8. Nov. Election Day | 12. Christmas Day |

7.2 HOLIDAY PAY

The Village will pay time and one-half (1-1/2) twelve (12) holidays for hours worked on all twelve (12) holidays designated in this contract.

ARTICLE 8

VACATIONS

8.1 VACATION ALLOWANCE

Employees shall receive vacation allowance based on completed years of service from their individual dates of hire as follows:

<u>Continuous Years of Service</u>	<u>Weeks of Vacation</u>
1 but less than 2	1 week
2 but less than 5	2 weeks
5 but less than 10	3 weeks
10 but less than 15	4 weeks
15 years and over	5 weeks

8.2 VACATION BUY-BACK

Employees eligible for one (1) and two (2) weeks of vacation will not be allowed pay in lieu of vacation. Employees eligible for three (3), four (4) and five (5) weeks of vacation will be allowed to buy back (or work) one (1) week only.

8.3 PERSONAL DAYS

Effective June 1, 2000, three (3) personal days will be available to unit members with at least six (6) months of continuous service. A minimum of forty-eight (48) hours notice must be provided to the Chief of Police.

If less than five days notice is provided, then the officer will be responsible for securing his/her own replacement.

Subject to the above notice provisions, personal leave is considered time off to attend to emergency or personal business matters which requires the personal attention of the employee

and cannot otherwise be scheduled outside of the employee's work day. Personal leave is not granted for the purpose of a day off or a holiday. In requesting such leave the full time employee has no obligation to indicate a reason for such request.

ARTICLE 9

SICK LEAVE

9.1 SICK LEAVE BENEFITS

Employees shall be paid during sick leave, at their regular hourly rate, benefits at the rate of one (1) day per each month of service.

When an employee claims sick leave and the Village questions such a claim, the employee shall be sent to a physician of mutual agreement between the Village and the employee for examination. Such examination shall be at the expense of the Village. The determination made by the designated physician shall be final and binding upon the employee's sick leave claim.

9.2 SICK DAY INCENTIVE

Union employees who use four (4) days or less of sick time during the year will receive One Hundred Fifty (\$150.00) Dollars in the first month following of the Village's new fiscal year.

9.3 ACCUMULATE SICK LEAVE

Employees currently on the force as of 6/1/90 shall accumulate sick leave to a maximum of one hundred sixty-five (165) days. Upon retirement, resignation or termination, employees shall not be due payment of accrued by unused sick leave.

9.4 EMERGENCY USE OF SICK LEAVE

Union employees shall be allowed to use two (2) employee sick days for a medical emergency of immediate family members. Department Head approval is required.

ARTICLE 10

PAY PERIODS

Employees shall be paid on a fifty-two (52) pay period basis.

ARTICLE 11

PENSION

The Village agrees to utilize Section 384-e of the N.Y.S. Policemen's and Firemen's Retirement and Social Security Law.

ARTICLE 12

HEALTH INSURANCE

12.1 COVERAGE

The Village shall continue to make available to eligible employees and their dependents substantially similar group health and hospitalization insurance as existed prior to the signing of this Agreement. The Village reserves the right to change insurance carriers as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predate this agreement.

12.2 COST

The Village will pay 100% of individual and family premiums for health and hospitalization coverage for all eligible employees hired prior to June 1, 1990. Employees hired after June 1, 1990, will pay 25% of the difference in premium between the individual and family premiums. This amount will be deducted from the employee's paycheck on a weekly basis.

ARTICLE 13

DENTAL INSURANCE

12.1 COVERAGE

The Village shall continue to make available to full-time, non-retired employees and their dependents substantially similar group dental insurance as existed prior to the signing of this Agreement. The Village reserves the right to change insurance carriers so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

12.2 COST

The Village will pay 100% of the individual and family premium for dental insurance for all eligible employees hired prior to June 1, 1990. Employees hired after June 1, 1990, will pay 25% of the difference in premium between the individual premium and the family premium. This amount will be deducted from the employee's paycheck on a weekly basis. (New hires may opt not to participate in the Dental Plan.)

ARTICLE 14

UNIFORMS

Uniforms will be furnished and maintained by the Village. Cleaning will be provided by the Village to a maximum of Three Hundred Seventy Five (\$375) Dollars per year.

ARTICLE 15

ARTICLE 15

WORKERS' COMPENSATION

Employees shall be covered by the New York State Workers' Compensation Law.

ARTICLE 16

MILITARY LEAVE

Employees shall be allowed military leaves up to a total of thirty (30) days per year, pursuant to applicable State Law governing Military Leave.

ARTICLE 17

FUNERAL LEAVE

17.1 IMMEDIATE FAMILY

In the event of a death of one of the following members of an employee's family - parents, including foster or step-parents, mother-in-law, father-in-law, spouse, children, brothers, sisters or grandparents - the employee shall be excused from work at his request to attend the funeral and shall be paid on a daily basis for the day lost on the day of the funeral and the two (2) preceding days providing that all of those days were regularly scheduled work days of the employee.

17.2 EXTENDED FAMILY

In the event of a death of one of the following members of an employee's family or household - brother-in-law, sister-in-law or spouses's grandparents - the employee shall be excused for the day of the funeral and be paid for the eight (8) hours, if that day was a scheduled work day.

17.3 DISCRETIONARY DAYS

At the discretion of the department head, up to two (2) personal days may be used to augment funeral leave.

ARTICLE 18

SENIORITY DEFINITION

Seniority shall be defined as length of continuous service since last day of hire as a policeman in the unit.

ARTICLE 19

LAYOFF AND RECALL

Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law. Recalls shall be in reverse order of layoff.

ARTICLE 20

ARTICLE 20

GRIEVANCE AND ARBITRATION PROCEDURE

20.1 DEFINED

For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual covered by this Agreement and the Village, arising out of the application or interpretation of this Agreement or a grievance as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law. It is expressly understood and agreed by the parties that the Grievance and Arbitration procedure provided in this Agreement does not apply to and is not intended as a substitute or an alternative for any action permitted by or required by the Village or the Union under any article of the State Civil Service Law and Rules. For the purpose of this Agreement, with the exception of the above qualification, any and all employees shall come under the provisions of this Article unless it is expressly and specifically abridged or modified by the Agreement. Each employee in the defined bargaining unit shall have the right to present his grievance in accordance with the provisions provided herein, free from interference, restraint, discrimination or coercion and shall have the right to be represented by a representative of his own choosing.

20.2 INTERPRETATION

The parties agree that disputes over the application or interpretation of laws as they may affect employees covered hereunder are not reviewable under the arbitration provisions of this Agreement.

20.3 STEP 1

Any employee who believes he has a justifiable grievance shall discuss the matter with his Department Head, with or without an Union representative present, in an attempt to settle the same within three (3) working days after the grievance occurs. However, any such employee may instead, if he so desires, report the matter directly to an Union grievance committee, who will take it up with the employee's Department Head in a sincere effort to resolve the problem. If the employee desires, he may be present during this discussion.

Within five (5) days after the oral presentation of the problem to him, the Department Head shall communicate on a written basis his decision to the employee and/or to the Union representative if he was designated to represent the employee. If the complaint or problem is not satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

20.4 STEP 2

If the employee presenting a grievance after receiving the endorsement of the Union Grievance Committee is not satisfied with the decision of the Department Head, he or the Union Representative may, within five (5) days thereafter, request a review and determination of his grievance by the Mayor or his authorized representative. The petition shall be written and shall contain statements relating to the specific nature of the grievance and the facts surrounding it.

The petition shall be forwarded to the Mayor which submission shall include the written decision of the Department Head. The Mayor or his duly authorized designated representative shall, within five (5) days after receiving the request from the employee or the Union Representative, make his decision and communicate the same in writing to the employee and to the Union Representative.

20.5 STEP 3

If the Union wishes to carry the grievance beyond the second step, the following procedure shall apply:

The Union shall, within ten (10) days from the receipt of the Mayor's written decision, forward a written notice to the Village that the Union desires to have an arbitrator in the matter. The American Arbitration Association shall be the appointing authority.

The expense of the arbitration will be shared equally between the Village and the Union. The decision of the arbitrator shall be final and binding with respect to Article 5.1, 5.3, 5.4. All other issues will be advisory only.

The arbitrator shall have no power to add to, subtract from or modify any of the conditions or provisions of this Agreement, provided however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered to not only resolve the dispute, but to determine the issue to be decided.

The arbitrator shall not order back pay in any case beyond the date on which the grievance was originally filed. All awards shall be based on the amount of wages the employee would have earned from his employment with the Village.

ARTICLE 21

SAVINGS CLAUSE

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet within thirty (30) days for the purpose of renegotiating that portion declared unlawful.

ARTICLE 22

TAYLOR ACT - S 204-A

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 23

COMPENSATION FOR TRANSPORTATION COSTS

23.1 REIMBURSEMENT FOR PUBLIC TRANSPORTATION COSTS

When an employee is required to use normal public transportation facilities, the Employer shall reimburse the employee the actual transportation cost upon presentation of a paid receipt.

23.2 REIMBURSEMENT FOR MILEAGE

Whenever an employee is required by his Unit Head to use his personal car for official transportation, reimbursement will be made by the Employer at the federal reimbursement rate in effect when the expense was incurred.

ARTICLE 24

LONGEVITY

In recognition of employees' extended and faithful service to the Village, the following policy of yearly longevity payment will be established and paid for uninterrupted employment:

After	1 year but less than	5 years of service	\$ 50
After	5 years but less than	10 years of service	125
After	10 years but less than	15 years of service	200
After	15 years but less than	20 years of service	275
After	20 years but less than	25 years of service	350
After	25 year of service		425

These longevity payments shall be made by separate check, subject to the usual deductions, on the payday preceding Christmas of each calendar year.

ARTICLE 25

JOB SECURITY

All employees covered by this Agreement shall be eligible for protection under Section 75 of the Civil Service Law.

ARTICLE 26

PERSONNEL FOLDER

26.1 For the purposes of this Article, there shall be one (1) official personnel folder maintained for an employee. An employee shall, within five (5) working days of a written request to this department, have an opportunity to review his official personnel folder in the presence of a local Union representative (if requested by the employee). Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

26.2 The official personnel folder shall contain memoranda or documents relating to such employee which contain criticism, commendations, appraisals or rating of such employee's performance on his job.

ARTICLE 27

DURATION OF THIS AGREEMENT

This Agreement becomes effective June 1, 1999 and expires May 31, 2002.

FOR THE VILLAGE OF SKANEATELES

Pursuant to a resolution duly adopted by the Board of Trustees of the Village of Skaneateles on the ____ day of _____, 2000.

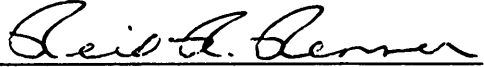
Dated: _____

BY: _____

Donald J. Price Mayor

THE SKANEATELES POLICE OFFICERS LOCAL 195SP, COUNCIL 82, AFSCME, AFL-CIO

Dated: 2-15-00

BY: 

Reid R. Renner, President

MEMORANDUM OF UNDERSTANDING BETWEEN

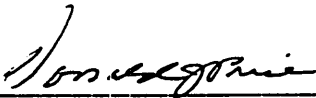
THE VILLAGE OF SKANEATELES

AND

**THE SKANEATELES POLICE OFFICERS
LOCAL 195SP, COUNCIL 82, AFSCME, AFL-CIO**

EFFECTIVE JANUARY 13, 2000, THE VILLAGE WILL PERFORM ANNUAL INSPECTIONS ON IT POLICE VEHICLES. THE VILLAGE WILL BRING DEFECTIVE EQUIPMENT INTO COMPLIANCE WITH APPLICABLE LAW, RULE, AND REGULATION.

FOR THE VILLAGE



FOR THE UNION