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Contract Database Metadata Elements

Title: **Baldwinsville, Village of and Baldwinsville Police Department Association (1997)**

Employer Name: **Baldwinsville, Village of**

Union: **Baldwinsville Police Department Association**

Local:

Effective Date: **03/01/97**

Expiration Date: **02/28/99**

PERB ID Number: **7979**

Unit Size: **10**

Number of Pages: **32**

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Baldwinsville, Village Of And
Baldwinsville Police Dept Assn

1478 NYS PUBLIC EMPLOYMENT
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EXECUTIVE DIRECTOR



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BALDWINSVILLE POLICE DEPARTMENT ASSOCIATION

AND THE

VILLAGE OF BALDWINSVILLE

MARCH 1, 1997 until February 28, 1999

of employees 10

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE AND RECOGNITION

- 1.1 Parties to the Agreement 1
- 1.2 Purpose and Intent 1
- 1.3 Recognition. 1
- 1.4 Management Rights. 1
- 1.5 Rules and Procedures of the Police Department 1

ARTICLE 2 - OBLIGATION OF THE PARTIES

- 2.1 No Discrimination. 2
- 2.2 No Strike. 2

ARTICLE 3 - PBA BUSINESS

- 3.1 PBA Business 2
- 3.2 Police Administrator's Approval. 2
- 3.3 PBA Meetings 3

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 Definition of Grievance. 3
- 4.2 Representation 3
- 4.3 Grievance Procedure. 3

ARTICLE 5 - VACATIONS AND SPECIAL RETIREMENT

- 5.1 Vacation Leave. 5
- 5.2 Pro Rata Vacation Leave. 6
- 5.3 Time In Service. 6
- 5.4 Special Retirement 6

ARTICLE 6 - HOLIDAYS, PERSONAL LEAVE AND FUNERAL LEAVE

- 6.1 Holiday Pay. 7
- 6.2 Pro Rata Holiday Pay 7
- 6.3 Legal Holidays 7
- 6.4 Personal Leave 7
- 6.5 Definition of Family 8
- 6.6 Funeral Leave. 8

ARTICLE 7 - SICK LEAVE

- 7.1 Sick Leave 8
- 7.2 Sick Time Earned 8
- 7.3 Sick Time Retirement Compensation. 9
- 7.4 Unused Sick Time Bonus 9
- 7.5 Sick Bank 10

ARTICLE 8 - UNIFORM CLEANING ALLOWANCE	
8.1 Uniform Cleaning Allowance	10
ARTICLE 9 - LONGEVITY INCREMENTS	
9.1 Longevity Increments.	10
9.2 Method of Payment	11
ARTICLE 10 - OVERTIME COMPENSATION	
10.1 Overtime Compensation	11
10.2 Method of Compensation.	11
10.3 Recall for Public Emergency or Court Appearance.	12
10.4 Emergency Standby Duty.	12
10.5 Emergency Standby Duty Compensation	12
10.6 Training Compensation	12
ARTICLE 11 - UNIFORMS AND EQUIPMENT	
11.1 Supply of Uniforms and Equipment	13
11.2 Issued Footwear	13
ARTICLE 12 - SALARY SCHEDULE	
Appendix A	27
ARTICLE 13 - RIGHTS OF EMPLOYEES UNDER INVESTIGATION	
13.1 Introduction.	13
13.2 Area of Application	14
13.3 Rights of the Employees Under Investigation .14	
13.4 Procedure in Disciplinary Disputes.	16
13.5 Effect of Election.	18
13.6 Departmental Investigation.	18
13.7 Conduct of Arbitration Hearing.	18
13.8 Limitations on Arbitrator's Authority	19
13.9 PBA Representation at Disciplinary Hearing. .19	
13.10 Record of Discipline.	19
ARTICLE 14 - EDUCATIONAL BENEFIT	
14.1 Educational Benefit	19
14.2 Grade Verification to Employer.	20
14.3 PBA Review.	20
ARTICLE 15 - INSURANCE COVERAGE	
15.1 Dental Coverage.	20
15.2 Premium.	20
15.3 Medical Coverage	20

15.4 Optical Coverage	21
15.5 Conversion	21
15.6 Chiropractic Care.	21
15.7 Insurance After Employment	21
ARTICLE 16 - EMPLOYEES' PHYSICAL EXAMINATION	
16.1 Employees' Physical Examination.	21
ARTICLE 17 - RETIREMENT PLAN	
17.1 Retirement Plan.	22
ARTICLE 18 - PERSONAL PROPERTY AND AUTOMOBILE	
18.1 Personal Property Replacement.	22
18.2 Travel and Use of Personal Automobile Compensation	23
ARTICLE 19 - LIFE INSURANCE FOR EMPLOYEES	
19.1 Life Insurance	23
ARTICLE 20 - FAMILY MEDICAL LEAVE ACT	
20.1 Family Medical Leave Act	24
ARTICLE 21 - MISCELLANEOUS	
21.1 Term of Agreement.	25
21.2 Savings Clause	25
21.3 Statutory Provisions	25
APPENDIX A.	27
Agreement Scope	28

ARTICLE 1
PREAMBLE AND RECOGNITION

1.1 Parties to the Agreement

This is an agreement entered into the 23rd day of July 1997, by the Village of Baldwinsville, New York (herein "Employer") and the Baldwinsville Police Benevolent Association (herein "PBA").

1.2 Purpose and Intent

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the PBA.

1.3 Recognition

The Employer hereby recognizes the PBA as the sole and exclusive representative for the purpose of collective negotiations with respect to rates of pay, wages, and other conditions of employment for the term of this Agreement for all employees of the Police Department in the positions of Police Officer and Police Agent, excluding the Police Administrator, Police Lieutenant, Police Clerk, and Public Service Dispatchers and all clerical employees.

1.4 Management Rights

The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any such right shall not be subject to grievance.

1.5 Rules and Procedures of the Police Department

All matters not herein expressly amended, modified, or otherwise limited shall be governed by the Duty Manual of

the Police Department, Village of Baldwinsville, New York.

ARTICLE 2
OBLIGATIONS OF THE PARTIES

2.1 No Discrimination

The parties agree not to discriminate against any person because of race, color, creed, national origin, gender, or because of membership or non-membership in the PBA.

2.2 No Strike

The PBA agrees that it will not cause, instigate, encourage, or condone any strike, picketing, 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
PBA BUSINESS

3.1 PBA Business

All "on duty" members of the PBA negotiating committee shall be relieved of their normal duties with the Police Department for and during committee preparation meetings, etc., to a total of twenty-four (24) hours per contract negotiation in an "on call status" and during all such times as any meeting between the PBA negotiating committee and the Employer's negotiating committee is in progress. All of the above must be approved by the Police Administrator who may limit the relieved time to one (1) hour per day.

3.2 Police Administrator's Approval

The times of such meetings shall be scheduled so as to minimize the effect of same on the operations of the Police Department, and shall be arranged with, and approved in advance by, the Police Administrator.

3.3 PBA Meetings

All "on duty" employees will be granted the right to be at all regularly scheduled PBA meetings. This on duty attendance will be in an "ON CALL" status and for a maximum of one (1) hour. This attendance would be only when it would not interfere with normal police functions, and must be approved in advance by the Police Administrator.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 Definition of Grievance

A grievance shall be defined as an alleged violation of a specific and express term of this agreement, excluding disciplinary proceedings. Disciplinary proceedings shall be conducted pursuant to Article 13 contained within this agreement.

4.2 Representation

All employees in the negotiating unit shall be represented by the PBA President, or in his absence the Vice President, relative to any dispute or grievance which may arise relative to this Agreement.

4.3 Grievance Procedure

Step 1

The President of the PBA with or without aggrieved employee, may, within ten (10) working days of the occurrence of the matter which has brought about the grievance, discuss the grievance with the Police Administrator. The Police Administrator's answer shall be given within three (3) working days, then,

Step 2

The President of the PBA may, within five (5) working days from the time the Police Administrator's answer was given, submit the grievance in writing to the Village Board through the office of the Mayor. The Employer shall, no later than its next regularly scheduled meeting, review the grievance. The Employer shall give its answer in writing to the PBA within five (5) days after such meeting was held. Should the answer not be acceptable to the PBA, then,

Step 3

The PBA, if it wishes to carry the matter further, may refer the matter for arbitration within fifteen (15) working days of the Employer's answer or failure to answer.

Sub. A.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the PBA within thirty (30) calendar days after notice has been given. The American Arbitration Association shall be requested by either party to provide a panel of impartial arbitrators from which both the Employer and the PBA shall make a selection in accordance with the Association's rules of procedure.

Sub. B.

The arbitrator shall within thirty (30) working days after hearing the testimony and argument issue a final binding determination of the dispute.

Sub. C.

Expenses for the arbitrator's services shall be borne equally by both parties.

Sub. D.

No arbitrator functioning under this procedure shall have the right or power to amend, delete, or modify any provisions of this Agreement.

Sub. E.

If the time limits herein above set forth in Step 1, Step 2, and Step 3, are not followed then the matter shall be deemed to have been satisfactorily resolved in favor of the party which remained within said time limits.

Sub. F.

"Working Day" shall mean, Monday through Friday, excluding holidays specified by this agreement.

ARTICLE 5
VACATIONS AND SPECIAL RETIREMENT

5.1 Vacation Leave

All Police Officers and Police Agents shall receive vacation leave as follows:

STEP 1 Employees - no vacation days

STEP 2 Employees - six (6) working days

Second (2nd) through Fourth (4th) years - Twelve (12) Working Days.

Fifth (5th) through Ninth (9th) years - Seventeen (17) Working Days.

Tenth (10th) through fourteenth (14th) years - Twenty-two (22) Working Days.

Fifteenth (15th) through nineteenth (19th) years - Twenty-five (25) Working Days.

Twentieth (20th) year and thereafter - Thirty (30) Working Days.

Vacation leave for each employee is determined according to this contract, except that the Board of Trustees may, at its sole discretion, grant credit for previous experience and training to new employees who enter the Department by lateral transfer or reinstatement, or in any other manner.

5.2 Pro Rata Vacation Leave

If a member leaves the Department prior to September 1, the member shall be entitled to a pro rata share of vacation days per month depending upon the annual entitlement of that member. Any member leaving after September 1, shall be entitled to receive his or her entire annual entitlement. Any vacation days owed to the Department because of this procedure shall be deducted from the final cash settlement with the member.

5.3 Time In Service

Members who are initially appointed on or before August 31 of any year will complete their first (1st) year of service on the next succeeding March 1. Members employed originally after August 31 of any year will complete their first (1st) year of service on the second (2nd) succeeding March 1, therefore. Any member appointed after March 1, 1997, shall have time in service based upon the member's service anniversary date.

5.4 Special Retirement

After completion of five (5) years of service with this Department, the PBA may buy a member leaving the Department his or her service weapon and badge at the price which the Department paid for these articles.

ARTICLE 6
HOLIDAYS, PERSONAL LEAVE AND FUNERAL LEAVE

6.1 Holiday Pay

On the first (1st) payday of each November, each member of the PBA shall receive a lump sum payment equal to thirteen (13) times such member's then regular straight-time pay for one (1) regular day of work. This payment shall be compensation for all holidays during the twelve (12) month period immediately preceding the date of such payment, and shall be made regardless of the number of holidays worked by such member during such twelve (12) month period; if any.

6.2 Pro Rata Holiday Pay

If an employee leaves the Department prior to the first (1st) payday in November, he or she shall be entitled to the pro rata share of such holiday pay accrued through the date of termination of service.

6.3 Legal Holidays

The legal holidays for which each member of the PBA shall be compensated shall include (Two floating holidays may be taken at any time during the year at the members discretion):

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Election Day
Labor Day	2 Floating Days

6.4 Personal Leave

Members at Step 1A and 1B shall be eligible to receive three working days of personal leave and all other members shall be eligible for six working days of personal leave so that they may pursue personal business, conduct personal affairs or as family illness days.

This time shall be allotted at the discretion of the Police Administrator and may be used in one (1) hour increments. This leave to include up to a maximum of three (3) days based solely upon the notification being given to the Police Administrator. This leave based on mere notification shall not be used to extend a vacation or holiday period or for recreational purposes.

6.5 Definition of Family

The definition of family: Immediate family consists of those domiciled with the member or first degree kinship and grandparents and grandparents-in-law.

6.6 Funeral Leave

All members of the PBA shall be entitled to a maximum of three (3) consecutive working days off for each occurrence of a death of a parent, parent-in-law, spouse, sibling, or child. All members of the Department shall be entitled to a maximum of one (1) working day off for each occurrence of death of a grandparent, grandparent-in-law, brother-in-law, or sister-in-law, aunt, uncle, niece or nephew.

ARTICLE 7 SICK LEAVE

7.1 Sick Leave

Police Officers and Police Agents shall receive ninety-six (96) hours of annual sick leave. There shall be no limit of hours an employee may accrue.

7.2 Sick Time Earned

An employee shall earn sick leave at the rate of three and seven tenths (3.7) hours per pay period, with a twenty-six (26) pay period year for a total of ninety-six hours per year. New employees, at the time of appointment, shall receive an initial six (6) day pay allotment of sick leave and earn three and seven tenths (3.7) hours per pay period thereafter to the maximum of ninety-six (96) hours for that initial year.

7.3 Sick Time Retirement Compensation

Police Officers and Police Agents shall be entitled to be compensated for accumulated sick time, up to one-thousand-three-hundred-and-twenty (1,320) hours, upon retirement after fifteen (15) years of service at a rate of forty dollars (\$40) per day, and at a rate of sixty dollars (\$60) per day after twenty (20) years of police service. Employees hired after March 1, 1997 are not eligible to receive benefits under this section.

7.4 Unused Sick Time Bonus - Section A

Police Officers and Police Agents who do not use any sick leave in a fiscal year (March 1 through February 28) shall be paid two-hundred dollars (\$200), or use one through eight hours of sick leave, shall be paid one hundred (\$100.00) dollars to be paid in the first (1st) pay period in March of the following fiscal year. Employees hired after March 1, 1997, who maintain an accumulation of at least one-hundred thirty-five (135) sick days, shall receive benefits pursuant to section B.

Section B:

Employees hired after March 1, 1997, who are not eligible to receive benefits under section 7.3 are eligible to receive the following benefits under this section.

After accumulating 135 sick days, employees who use two sick days or less, in the year following the date they accumulated 135 days, shall receive \$800.00. Employees who use three sick days or less shall receive \$500.00. This payment is to be made in the proceeding pay period, following the 135 accumulated sick day anniversary date.

In order to remain eligible to receive this benefit, an employee must maintain a balance of at least 135 accumulated sick days.

The maximum amount an employee hired after March 1, 1997 is eligible to receive under Section B, during their employment, is \$5000.00.

7.5 Sick Bank

Any Police Officer or Police Agent who has exhausted all available sick leave may petition the Police Administrator for the ability to request members of the bargaining unit to donate sick leave to the affected employee.

ARTICLE 8
UNIFORM CLEANING ALLOWANCE

8.1 Uniform Cleaning Allowance

All members of the PBA shall receive a uniform cleaning allowance of one-hundred-eighty dollars (\$180) per person per year, paid in fifteen dollar (\$15.00) increments on the first (1st) payday of each month.

ARTICLE 9
LONGEVITY INCREMENTS

9.1 Longevity Increments

Longevity increments are granted to members in the following manner:

Police Officers shall receive four-hundred-fifty dollars (\$450) annual longevity after completion of the fifth (5th) year of employment with the Village of Baldwinsville, and an additional five-hundred dollars (\$500) annual longevity increment after completion of the tenth (10th) year of employment with the Village of Baldwinsville, and an additional two-hundred-fifty dollars (\$250) annual longevity increment after the completion of the fifteenth (15th) year of employment with the Village of Baldwinsville.

Police Agents shall receive four-hundred-fifty dollars (\$450) annual longevity increment after completion of the fourth (4th) year of employment with the Village of Baldwinsville, and an additional five-hundred dollars (\$500) annual longevity increment after the completion of seventh (7th) year of employment with the Village of Baldwinsville, and an additional two-hundred-fifty dollars (\$250) annual longevity increment after the completion of the twelfth (12th) year of employment with the Village of Baldwinsville.

9.2 Method of Payment

Longevity increments are to be paid by separate check on the first (1st) regular payday in June each year. All members appointed after March 1, 1997 shall be paid on the proceeding payday, following their anniversary date.

ARTICLE 10 OVERTIME COMPENSATION

10.1 Overtime Compensation

All members of the PBA are entitled to compensation for all work in excess of eight (8) hours in any day or forty (40) hours in any seven (7) consecutive day period.

10.2 Method of Compensation

This method of compensation shall be either wage or compensatory time off, at the member's option, both at the rate of one-and-one-half (1 1/2) the actual overtime worked by the member. There shall be a minimum three (3) hour overtime rate for court or hearing appearances related to official departmental duties/business and/or for call up on the orders of the Police Administrator, when the call in period of time is not contiguous to a regular hour of duty. Each employee is limited to a maximum of forty (40) hours of accumulated compensatory time.

10.3 Recall for Public Emergency or Court Appearance

In the case of recall for a public emergency or a court appearance during his scheduled vacation, an employee will receive an additional eight (8) hours pay for that day, regardless of the number of hours worked, and also, the employee shall recoup the lost vacation day for use at a later time.

10.4 Emergency Standby Duty

The Employer and Police Administrator agree that when possible, members who are ordered to perform emergency standby duty (also known as telephone alert) shall be given advance notice of at least three (3) calendar days of the effective date(s) on which such duty is to be performed.

10.5 Emergency Standby Duty Compensation

Any member of the PBA who is required to be available for call and thereby placed on standby alert upon the Police Administrator's order shall be compensated at the rate of seven dollars (\$7) per hour of standby with a minimum of four (4) hours of compensation, i.e., twenty-eight dollars (\$28). If the employee is required to be on standby during a contractual holiday, then the employee will be compensated at a regular hourly rate for all hours involved. This pay will be separate from all other holiday compensation.

10.6 Training Compensation

All time involved in traveling to and from training sites and during actual training will be considered on-duty time.

11.1 Supply of Uniforms and Equipment

The Employer shall furnish without charge to all members of the PBA a complete uniform and necessary equipment. The uniform and necessary equipment shall be determined by the Police Administrator and shall be given in writing annually. Any change in the written list shall be made only after discussion with the PBA.

11.2 Issued Footwear

The Employer will provide and maintain agreed upon and appropriate footwear for all full-time employees, providing an annual footwear allowance of one-hundred dollars (\$100) to be paid in a separate check on the first (1st) pay period in March of each year to each employee.

ARTICLE 12
SALARY SCHEDULE

12.1 Salary Schedule

See attached Appendix A.

ARTICLE 13
RIGHTS OF THE EMPLOYEES UNDER INVESTIGATION

13.1 Introduction

In order that the rights and prerogatives of both employees of the Department of Police and the authorities of the Village of Baldwinsville be preserved to those parties, it is hereby agreed that the following rules and guidelines, entitled "Rights of the Employees Under Investigation," shall become a part of this Agreement and a part of the Duty Manual of the Department of Police of the Village of Baldwinsville, New York.

13.2 Area of Application

This section shall apply to internal investigations concerning members of the Department, and for which disciplinary action and/or criminal charges may result. This section shall not abridge or alter the rights and prerogatives of either party as set forth in Section 75 of the Civil Service Law, and appropriate sections of the Village, Municipal and other Laws of the State of New York.

13.3 Rights of the Employees Under Investigation

- A) Interrogation of a member of the Department shall be at a reasonable hour.
 - 1. Internal investigation of a noncriminal nature shall be conducted when the member is on duty, unless exigencies exist which mandate resolution of situation prior to the nearest available on-duty date of the member.
 - 2. The reasonableness of the hour in a criminal or potential criminal situation shall be that established by normal investigative procedure in such cases. At no time shall a member be deprived of rights, courtesies, or considerations normally observed for any other citizen under investigation.
 - 3. Time lost to the member during a noncriminal investigation shall be recoverable at straight time, providing that such member is exonerated of any wrongdoing or impropriety upon which the investigation was conducted.
- B) The interrogation shall take place at a location designated by the Police Administrator.
 - 1. Such location shall generally be either at Police Headquarters, or a location having reasonable relationship to the incident alleged.

2. No such interrogation shall be conducted at a member's home, or in any public location.
- C) Due regard for the member's reputation shall be exercised, and confidentiality maintained when possible during the course of the investigation.
1. Considerations of the free press and proper advisement of public officials shall not be abridged by this consideration.
- D) The member shall be advised of the nature of charges and allegations made against him or her prior to the interrogation.
1. Sufficient information to reasonably apprise the member of such allegations shall be provided.
 2. Members being interviewed as witnesses only shall be so advised.
- E) All question periods shall be reasonable in length, providing for personal necessities, meals, telephone calls, and rest periods.
- F) All members of the Department shall be obligated to answer any questions concerning their conduct as it relates to their employment and official duties.
1. Constitutional rights and safeguards of the individual shall be observed at all times, including the right not to give evidence of a self-incriminating nature in criminal investigations.
- G) If the interrogation or interview is mechanically, stenographically or otherwise recorded for preservation, the member shall, upon request, be provided with a copy of the complete transcript.

- H) Constitutional rights, guarantees, and applicable court decisions and rulings, as well as standard Departmental policies covering the handling of criminal investigations shall apply in investigations of a criminal nature conducted with respect to any member of the Department.

- I) In all cases when a member is charged with an infraction he or she shall be given the opportunity to consult with counsel of their choosing prior to interrogation, provided that the interrogation is not thereby delayed for a period longer than is necessary to reach such counsel, or twenty-four (24) hours, whichever is shorter.

- J) No member shall be compelled to submit to a polygraph test.
 - 1. Any polygraph test administered by mutual consent of the member and the Department shall be administered in a professional manner, by an independent polygraphist.

- K) No member shall be compelled to submit to a chemical test to determine the percentage of alcohol in the blood for any reason except that of specific statutory law.

- L) Grievances arising out of investigations of either a criminal or noncriminal nature shall be handled according to procedure established in Article 4 of this Agreement.

13.4 Procedure in Disciplinary Disputes

In the event of a dispute concerning the discipline or discharge imposed upon a police officer covered by this Agreement, the following procedures shall be followed:

Step 1

The Employer shall advise an officer in writing that it proposes to commence disciplinary action against him. Such notice shall describe the general circumstances for which discipline is sought and optionally the penalty which the Employer seeks to impose. Within seven (7) working days following service of that notice on the officer and the PBA, the parties (Police Administrator, the officer, a PBA representative, and any of their attorneys) shall meet to discuss voluntary resolution of the charges. If no voluntary resolution can be made at the meeting described above, then within seven (7) working days after such meeting, the officer must serve written notice as described in Section 13.5, if he desires to follow Step 2 of this article. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law shall be followed, and there shall be no right to arbitration, then the remaining step will be followed. If an officer has been suspended without pay he may waive his Section 75 rights and demand expedited arbitration. In such case, within seven (7) working days the Employer shall serve a description of the charges on which it relies for the discipline sought.

Step 2

If the officer has made a timely election in Step 1, the PBA shall file in writing a request for arbitration to a mutually agreed upon arbitrator, or, if none, to the American Arbitration Association in accordance with its voluntary arbitration rules. Every effort shall be made to hold the arbitration within thirty (30) calendar days of the date of request. The arbitrator shall render his decision within fourteen (14) days following close of the record. The finding of the arbitrator shall be final and binding upon the parties. There shall be no extensions of the foregoing time limits except by mutual agreement. The arbitrator may, under appropriate

circumstances, issue an interim verbal decision, to be followed by a written opinion and award.

13.5 Effect of Election

To elect the procedures set forth in Step 2 of Section 13.4, the officer must file a written notice of such election with the Police Administrator within the time limits set forth in Step 1. Such election must include a written waiver of all rights under Section 75 including limitations as to type or degree of punishment or to any right to reinstatement under Section 75, or otherwise, pending final determination by the arbitrator selected, or to the holding of a hearing within a thirty (30) day period of suspension without pay.

13.6 Departmental Investigation

It is understood that, notwithstanding an election by the officer to follow the arbitration procedure above, the Employer may investigate the facts surrounding the grievance in any manner it deems appropriate, subject to the terms of this Agreement.

13.7 Conduct of Arbitration Hearing

In any arbitration hearing held under the provisions of this article both the Employer and the police officer involved shall have the right to be represented by counsel and to present witnesses and engage in the cross-examination of witnesses presented by the other party. The arbitration hearing shall be a de novo proceeding, and a decision shall be made by the arbitrator on the basis of the legal evidence as presented at the arbitration hearing. The fees of the arbitrator and the necessary expenses of the arbitration proceedings shall be shared equally by the Employer and the PBA. Each party shall bear the expense of the preparation and presentation of its own case.

13.8 Limitations on Arbitrator's Authority

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall he have authority to render a decision which conflicts with a law, ruling or regulation binding upon the Employer by a higher authority, nor to imply any obligation on the Employer which is not specifically set forth in this Agreement.

13.9 PBA Representation at Disciplinary Hearing

An officer designated by the PBA to represent other PBA members in disputes concerning discipline or discharge will be paid for time spent in Step 1 meetings if such meetings are held during his working hours.

13.10 Record of Discipline

If an officer is found not guilty of misconduct or incompetency requiring discipline, there shall be no record kept in the officer's official personnel folder of the disciplinary proceeding. However, the Police Administrator shall maintain a separate file of disciplinary proceedings which have resulted in a finding of not guilty. Such file shall be reviewed by no one except the Police Administrator or unless such review of the file after the retirement or replacement of the officer affected. In these cases the offer to be present at the review will be made to the affected member prior to any review.

ARTICLE 14
EDUCATIONAL BENEFIT

14.1 Educational Benefit

The Employer shall pay one-hundred percent (100%) of the tuition fees and expenses for books and supplies; up to a maximum of four-thousand dollars (\$4,000) per fiscal year for the PBA as a group. This payment will be made for law enforcement oriented curriculum courses at an accredited institution.

14.2 Grade Verification to Employer

The member must, within sixty (60) days of the semester's end, cause to be delivered a certified transcript to the Employer showing the grade obtained. If the member does not obtain a passing grade of C or better, the member must return the money paid by the Employer within one-hundred-eighty (180) days.

14.3 PBA Review

Each application for assistance will be reviewed by the PBA in writing prior to action by the Employer.

ARTICLE 15
INSURANCE COVERAGE

15.1 Dental Coverage

In addition to the medical coverage already provided by the Employer, the Employer shall provide family dental coverage, under the following plan: Blue Shield Basic Coverage Schedule A, also including the following blocks:

- a) Supplemental Basic
- b) Orthodontics
- c) Periodontics
- d) Prosthetics

15.2 Premium

The employee shall be required to contribute eight percent (8%) of the cost of the premium for the selected dental plan for the contract year 1997-98 and nine and five tenths percent (9.5%) for the contract year 1998-99.

15.3 Medical Coverage

The Village will provide health insurance plan identified as Blue Cross and Blue Shield Community Rated Plan. Effective March 1, 1997, the employee will be

required to contribute eight percent (8%) of the premium cost of the individual or family plan selected during the contract year 1997-98 and nine and five tenths percent (9.5%) in the 1998-99 contract year.

15.4 Optical Coverage

The Employer shall pay fifty percent (50%) of the cost of eyewear for employees, the employee's spouse, and the employee's children who are eighteen (18) years of age and under. An employee must first submit a bill for eyewear to Blue Cross and Blue Shield and the Employer will pay fifty percent (50%) of the remaining cost of the eyewear.

15.5 Conversion

The Village reserves the right to change insurance carriers or health insurance plans with the approval of the PBA.

15.6 Chiropractic Care

The Employer shall pay eighty percent (80%) of the cost for chiropractic care for the employee and any dependent covered under the employee's family plan. If that employee has such plan in effect, with no deductible.

15.7 Insurance After Employment

An employee reserves the right to purchase insurance at the Village rate, after leaving employment of the Village of Baldwinsville and after completing a minimum of five (5) years of police service.

ARTICLE 16

EMPLOYEES' PHYSICAL EXAMINATIONS

16.1 Employees' Physical Examinations

Each member of the Department will have a complete physical examination paid for by the Employer on a

biannual basis until the employee reaches the age of thirty-five (35) years, regardless of years of service. Beginning at age thirty-five (35) years the physical examination will be on a yearly basis from that point on. The examination will be conducted by a mutually acceptable medical doctor. The definition of "complete physical examination" will be at the discretion of the mutually agreed upon doctor, and will include, but not be limited to, blood examinations and stress testing.

ARTICLE 17
RETIREMENT PLAN

17.1 Retirement Plan

Effective during the fiscal year of 1988-89 and each year thereafter the Employer shall adopt the New York State Policemen's and Firemen's Retirement Program #384d for all members of the PBA.

ARTICLE 18
PERSONAL PROPERTY AND AUTOMOBILE

18.1 Personal Property Replacement

Any personally owned property or equipment which becomes lost or damaged during the course of performing any police function, will be replaced or repaired up to a total of one-hundred-fifty dollars (\$150) per item. This includes a twenty dollar (\$20) maximum replacement on cash lost by officers while performing any police function.

Note:

This expense may be recoverable from outside sources by the Employer with employee assistance via either the Victim Assistance Center or civil compromise through the court system.

18.2 Travel and Use of Personal Automobile Compensation

- A) All costs incurred by an employee required to use public transportation while performing any police function will be reimbursed by the Employer upon the presentation of a paid receipt. This reimbursement will include parking fees which result from use of personally owned vehicles.
- B) Whenever an employee is required to use his personal vehicle for official transportation, reimbursement will be made by the Employer at the standard village rate.
- C) Members may use a police vehicle for transportation to and from approved training sites if such a vehicle is available and the use of which would not interfere with normal patrol functions, upon approval of the Police Administrator.
- D) This section excludes training under Article 14.1 (Educational Benefit), and also excludes non-directed and/or non-approved training.

ARTICLE 19

LIFE INSURANCE FOR EMPLOYEES

19.1 Life Insurance

The Employer agrees to provide all members of the PBA a total of ten-thousand dollars (\$10,000) in group term life insurance policy covering each member effective through the life of this Agreement.

In addition to any other death benefit, a member of the PBA who dies while employed by the Village of Baldwinsville, his or her estate shall receive the earned, unused and accumulated vacation and compensatory time calculated at the employee's regular daily rate of pay as of the last workday immediately prior to the employee's death.

ARTICLE 20
FAMILY MEDICAL LEAVE ACT

20.1 Family Medical Leave Act

Pursuant to the Family Medical Leave Act of 1993 bargaining unit employees shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following: (A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter, (B) Because of the placement of a son or daughter with the employee for adoption or foster care, (C) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition, (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

A request for leave under (C) or (D) must be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate.

The Village shall continue to provide health insurance pursuant to Section 15.3 of the Collective Bargaining Agreement for the entire duration of the FMLA leave. Employees are required to make a lump-sum payment of their health insurance contribution as set forth in Section 15.3 of the Collective Bargaining Agreement for the period of the leave on or before the effective date of the leave.

Employees shall continue to accrue seniority and benefits for the duration of a FMLA leave subject to the above.

Employees shall not be required to substitute accrued paid vacation leave or personal leave for a FMLA leave. However, employees shall be required to substitute accrued sick leave for a leave under (D). Employees may elect to substitute accrued paid vacation leave or personal leave for a FMLA leave.

ARTICLE 21
MISCELLANEOUS

21.1 Term of Agreement

The term of this Agreement shall be two (2) years from March 1, 1997. It shall remain in effect terminating February 28, 1999. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one-hundred-eighty (180) days prior to termination date or anniversary thereof, that it wishes to terminate or modify the Agreement. In the event that such notice is given, negotiations shall begin not later than one-hundred-fifty (150) days prior to termination date.

21.2 Savings Clause

Should any valid federal or state law or final determination of any board, agency or court of competent jurisdiction affect any provision of this Agreement, the provisions or provision so affected shall be made to conform to the law or determination. In such event the remaining terms and provisions of this Agreement shall continue in full force and effect.

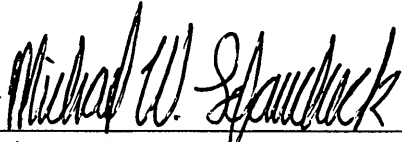
21.3 Statutory Provisions

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

IN WITNESS THEREOF, the Village of Baldwinsville, New York and the Baldwinsville Police Benevolent Association, by their duly authorized representatives, have executed this Agreement the 23rd day of July 1997, at Baldwinsville, New York.

For the Baldwinsville Police
Benevolent Association

For the Village of
Baldwinsville, New York



Michael W. Lefancheck
Chief Negotiator



Daniel D. O'Hara
Mayor

APPENDIX A
SALARIES

Effective with the first (1st) payroll installment of the 1997-98 fiscal year, the following salary schedule shall apply to all members of the bargaining unit.

POLICE OFFICER		POLICE AGENT	
Step 1	\$ 27,703	Step 1	\$ 38,459
1B	28,908	2	39,352
2	30,515	3	41,374
3	33,130		
4	35,085		
5	37,725		

Effective with the first (1st) payroll installment of the 1998-99 fiscal year, the following salary schedule shall apply to all members of the bargaining unit.

POLICE OFFICER		POLICE AGENT	
Step 1	\$ 28,742	Step 1	\$ 39,901
1B	29,992	2	40,828
2	31,659	3	42,926
3	34,372		
4	36,401		
5	39,140		

Salary is determined by the current contract. New employees with no previous police experience begin at Step 1 of the contract. New employees with previous police experience

(lateral transfers, reinstatements, etc.) will begin their employment at an appropriate pay step, as determined by the Board of Trustees, which may take into consideration the experience and training of such employees when establishing an appropriate pay step.

Agreement Scope

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subjects or matters not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Village and the PBA, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any term and condition of employment or any other subject matter or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they bargained or signed this agreement. The parties do, however, agree to negotiate the impact of any decision made by the Village with respect to any matter or subject beyond the scope of this agreement.