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Contract Database Metadata Elements

Title: **Avon, Village of and District Council 82, New York State Law Enforcement Officers Union, Local 1000 AFSCME, AFL-CIO, Local 9650 (2006)**

Employer Name: **Avon, Village of**

Union: **New York State Law Enforcement Officers Union, AFSCME, AFL-CIO**

Local: **Local 9650, District Council 82, 1000**

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POL 7519

AGREEMENT

BETWEEN

LOCAL 9650 of the
NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION,
DISTRICT COUNCIL 82, AFSCME, AFL-CIO



AND THE

VILLAGE OF AVON
BOARD OF TRUSTEES

RECEIVED

JUL 07 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUNE 1, 2006 - MAY 31, 2009

AS OF 6/1/08: 4 F/T
10 P/T

AGREEMENT

This Agreement is between the, VILLAGE OF AVON BOARD OF TRUSTEES hereinafter referred to as the "Village Board", and Local 9650 of the NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION, DISTRICT COUNCIL 82, AFSCME, AFL-CIO, hereinafter referred to as the "UNION".

It is the intent and purpose of the Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The words "he", "him," etc. are to be considered sex neutral and used in place of "he" or "she."

ARTICLE 1 - RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable conditions of the laws of the State of New York, including but not limited to, General Municipal Law, Civil Service Law and Military Law, Management recognizes the Union SEIU on April 28, 1981 and its successor, New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO, on April 15, 2004 as the exclusive collective bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2.

The bargaining unit consists of all employees in the classifications set forth in Appendix A, or which may hereinafter be added thereto or changed as hereinafter provided, excluding Seasonal Help, the Chief of Police and the Village Clerk, and all office and

Section 5.

The Union agrees to refund to the Village, any amounts paid to it in error on account of checkoff provisions, upon presentation of proper evidence thereof.

Section 6.

The Village of Avon hereby agrees to honor Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO Committee on Political Education voluntary contribution deduction provisions from its employees who are Union Members. The following form shall be used for such deductions:

I hereby authorize the Village to deduct from my pay the sum of \$2.00 per year and to forward that amount to the Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO Committee on Political Education.

This authorization is voluntarily made with the specific understanding that the signing of this authorization and the making of payments to the Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO Committee on Political Education are not conditions of membership in the Union or of Employment with the Village and that the Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with Federal, State, or Local election. This authorization and direction shall be irrevocable for the period of one (1) year and I agree and direct that this authorization renewed, irrevocable for successive periods of one (1) year unless written notice of its revocation is given by me to my employer and said Local Union by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one (1) year."

ARTICLE 3 - MANAGEMENT SECURITY

Section 1.

It is recognized that the need for continued and uninterrupted operation of the Villages' departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be, and that the Union, its officers, members, agents, or principles, will not engage in, encourage or sanction, strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 3.

The Village Board shall have the right to discipline or discharge any employee encouraging or participating in a strike, slowdown, or other such interference subject to the terms of the grievance procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village Board are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village Board, to determine facilities, methods, means and number of personnel required for conduct of Village programs, to administer the Personnel System, including the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law, rules or regulations, and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

Section 2.

When requested by an employee, the steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. They shall be allowed thirty (30) minutes per grievance during working hours without loss of time or pay, upon notification and approval of the immediate supervisor outside the bargaining unit.

Section 3.

When an employee presents his own grievance without intervention of a Union Steward, the steward shall be given an opportunity to be present and shall be allowed the time during regular working hours, therefore, upon notification and approval of his immediate supervisor outside of the bargaining unit.

Section 4.

No Union business, other than cited above, shall be conducted during working hours so as to interfere with work assignment of stewards or any other employees. The Village Board shall not be liable for any time lost in the conduct of such other Union business.

Section 5.

A non-employee Union representative may consult with employees in work areas before the start of each work shift or after the end of thereof. Work areas will not be used for Union meetings.

Section 6.

The stewards shall be allowed reasonable time, paid at his regular rate if occurring during his regularly scheduled work day, to confer with the Village Board or their designee on matters affecting the administration of this Agreement, upon notification and approval of his immediate supervisor outside of the bargaining unit.

(c) Step 3. Arbitration

(1) Contract grievances which are appealable to arbitration pursuant to the terms of this article, may be appealed to arbitration by Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO, by filing a demand for arbitration under the New York State Employment Relations Board within ten (10) working days of the receipt of the Step 2 decision. The arbitration hearing shall be held within twenty (20) working days of the selection of the arbitrator.

(2) The arbitrator shall have no power to add to, subtract from, or modify the provision of this Agreement in arriving at a decision of the issue presented, and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

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

ARTICLE 8 - DISCHARGE AND DISCIPLINE

The following disciplinary procedures for incompetency or misconduct shall apply to all employees as provided herein in lieu of any other procedures specified by law.

Section 1. Employee Rights

(a) An employee shall be entitled to representation by Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO at each step of the disciplinary procedure.

(b) No employee shall be required to submit to an interrogation by Chief of Police (1) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or (2) after a notice of discipline has been served on such employee, or (3) after discipline, unless such employee is notified, in advance of the interrogation, that he has the right to have a Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO representative present or to decline such representation.

(c) No employee shall be requested to sign any statement regarding his incompetency or misconduct unless the employee is offered the right to have a representative of Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO present.

(d) An employee shall have an opportunity to review his personnel folder in the presence of an appropriate official of the Village upon ten (10) days notice, and to place in such file, a response of reasonable length to anything contained therein which such employee deems to be adverse. The personnel folder shall contain all memoranda or documents relating to such employee's performance on his job which contain criticism, commendation, appraisal or rating of such employee's performance on his job. The Village shall have the right to place in the personnel folder information or documents pertaining to any payroll or personnel transactions affecting the employee.

Section 2. Disciplinary Procedure

(a) Where the Chief of Police seeks the imposition of a written reprimand, suspension without pay, or dismissal from service; notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for incompetency or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice shall contain a description of the alleged acts and conduct, including reference to times, dates, and places.

(4) Nothing shall preclude the employee from submitting his resignation at any time during the conduct of the above procedure.

Section 3.

If the Village Board or its designee has a reason to warn or discipline an employee, it shall be done in a manner, which is consistent with good employee relationship principles.

ARTICLE 9 - SENIORITY

Section 1. Definition

Seniority shall mean the status attained by length of continuous service in the Avon Police Department. Part-time seniority will be credited as the total number of hours worked/2080 equals number of years of completed service.

Section 2. Accrual of Seniority

(a) Seniority shall begin with the last date of entering the service of the Village of Avon. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by the use of the alphabetic system.

(b) All original and promotional appointments shall be probationary, and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the Village Board may remove or demote an employee. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Board decided to remove him from promotional appointment during that period.

Section 3. Loss of Seniority

Employees shall lose their seniority for the following reasons:

(a) Discharge, if not reversed.

Section 2. Order of Layoff

(a) No permanent or probationary employee shall be laid off from his position while any seasonal, part-time, temporary, or provisional employees are serving in the same job classification.

(b) Except as provided below, the layoff of probationary or permanent employees in any department or division shall be in inverse order of seniority in the job classification affected.

Section 3. Exceptions to Seniority

The Village Board may approve deviations from seniority and layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department or division affected. In such cases, the affected employee shall be given written notice of the determination and reasons therefore.

Section 4. Notice of Layoff

Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 5. Preferred Eligible List

Full-time employees demoted in lieu of layoff shall have their names placed on preferred eligible list in order of seniority for each classification which displaced within their department or division. Employees laid off shall have their names placed on preferred eligible list in order of seniority for each classification from which displaced.

(a) Names shall remain on the list for the period applicable in Section 10.

Section 6. Recall from Layoff

(a) Employees to be recalled from layoff, shall be given a maximum of ten (10) days to respond after notice has been sent out by certified mail to their last known address.

(b) Employees who decline recall or who in absence of extenuating circumstances fail to respond as directed, within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible list.

(c) Permanent and probationary employees shall have Village wide seniority in their job classifications.

Section 7. Seniority Schedule:

Employees With Seniority Of	Recall Period
0-10 Ten Years	1 Year
10 Years & Over	2 Years

ARTICLE 11 - WORKING HOURS

Section 1.

The work week for full-time police officers assigned to patrol will be based on a rotational schedule of seven (7) twelve (12) hour shifts for each two-week payroll period (84 hours total).

The work week will be Monday through Friday with eight (8) hour shifts for police officers assigned as School Resource Officer(s).

Section 2.

The Village shall make all reasonable efforts to give at least one (1) weeks notice of any change of shift assignments; provided however, that if unforeseeable circumstances

Section 9.

The Chief of Police will be responsible for determining the number of part-time officers needed to cover available shifts. Through a labor/management meeting, the Village will determine if additional officers should be hired in the future.

ARTICLE 12 - OVERTIME

Section 1.

(a) All full-time members of the bargaining unit shall be paid overtime as stipulated in this Agreement.

(b) Overtime hours shall be divided as equally as possible among employees in the same classification in their work section. An up-to-date list showing overtime hours will be posted every six months, but it will be available to any employee at any time by the supervisor upon their request.

Section 2.

(a) All full-time police officers assigned to patrol shall be paid at a rate of one and one-half (1 ½) their regular rate of pay for all hours worked in excess of eighty (80) hours per pay period or twelve (12) hours in any assigned shift.

(b) Overtime for the police officer assigned as School Resource Officer will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for those overtime hours worked in excess of forty hours per week or eight (8) hours per shift.

(c) An employee absent on authorized sick leave with pay, jury leave with pay, holiday, bereavement, or on vacation, shall be considered to have worked his normal work shift during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

(d) No employee may refuse to work overtime in an emergency or in extenuating circumstances.

equals the number of years of completed service. Part-time employees are only eligible upon going to full-time status.

(b) "Vacation Day" shall mean a period of time equal to his regularly scheduled work day.

(c) "Work Week" shall be as defined in Article 11, Section 1.

(d) "Continuous Service" shall mean service as defined by (a) uninterrupted by resignation or discharge.

Section 2. (Full-Time Employees Only)

(a) An employee who has or will have completed one (1) year of service within the calendar year shall be entitled to forty eight (48) scheduled work hours vacation with pay during that year, after completion of the probationary period.

(b) An employee who has or will have completed two (2) years of service within the calendar year shall be entitled to ninety six (96) scheduled work hours vacation with pay each year.

(c) An employee who has or will have completed five (5) years of service within the calendar year shall be entitled to one hundred forty four (144) scheduled work hours vacation with pay each year.

(d) An employee who has or will have completed twelve (12) years of service within the calendar year shall be entitled to one hundred ninety two (192) scheduled work hours vacation with pay each year.

(e) An employee who has or will have completed eighteen (18) years of service within the calendar year shall be entitled to two hundred forty (240) scheduled work hours vacation with pay each year.

Section 2.

The following holidays shall be observed by the Village of Avon:

New Years Day	Labor Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Two Floating Holidays	Friday After Thanksgiving

ARTICLE 17 - SICK LEAVE

Section 1.

The employer agrees that employees will not be required to furnish medical evidence to support a request for approval of a period of sick leave unless such period exceeds three (3) continuous days or unless there is evidence of sick leave abuse. When it appears that there is abuse of sick leave, the employee must be advised in writing in advance, that medical evidence may be required for any period of sick leave of less than four (4) days. When an employee is advised that he has been using excessive sick leave and abuse is suspected, the sick leave usage record in question will be outlined in a warning memorandum, and the employee may be requested to submit medical evidence when additional sick leave is used. An employee, on his return to work, who is required to submit a physician's statement concerning sick leave used, will be allowed five (5) days to produce this, after his return to duty.

Section 2.

Cases requiring a doctor's certificate for each absence due to illness, when abuse of sick leave is suspected, will be periodically reviewed by the department involved for the purpose of determining whether such penalty may be eliminated. If such request is made by the employee, this review may take place three (3) months after such notice was issued, and will be routinely reviewed for the same purpose every six (6) months. Upon request, the Union will be informed of action taken.

accumulated sick leave at the rate of one-half (1/2) per day to supplement disability benefits.

ARTICLE 18 - HEALTH INSURANCE & RETIREMENT BENEFITS

Section 1.

All full-time employees will be offered a dollar amount equal to the Village's current premium of Preferred Care Tri-Vantage (based upon the individual's applicable coverage), and Single Dental coverage; or if the full-time employee opts out, and does not take insurance coverage, the employee will receive a flat amount equal to half of the current premium amount (s)he would be eligible for based on the individual's applicable coverage,, which can be paid in cash, or can be applied towards existing benefits provided by the Village. i.e. deferred compensation.

Section 2. Disability

Any employee may elect to take out disability insurance under the New York State Disability Benefits Law through the Village. Employee would be entitled to receive the statutory benefits as follows:

- A. Cash benefits are fifty percent (50%) of average weekly wages (based on last eight (8) weeks of employment) with a maximum as allowed by law.
- B. Benefits are payable for a maximum of twenty six (26) weeks of disability during fifty-two (52) consecutive weeks.
- C. Benefit rights begin on the eighth consecutive day of disability.

Section 3. New York State Employee's Retirement Systems

Upon request, a regular employee may become a member of the New York State Employee's Retirement System under the Village's plan pursuant to whichever of the following memberships is applicable to the employees:

retirement, in addition to the above mentioned Village contribution, until the resulting lump sum is exhausted.

<u>Years of Service</u>	<u>% of Vested Sick Days</u>
1-5	0%
6-10	50%
11-15	75%
16+	100%

ARTICLE 19 - SAFETY AND SAFETY EQUIPMENT

Section 1.

Under no circumstances will an employee be required to work in violation of any applicable statute or court order, or in violation of a government ruling relating to safety of persons or equipment.

Section 2.

Employees shall immediately or at the end of their shift, report all defects in equipment. The employer shall not ask or require any employee to use equipment that has been reported in writing by any other employee as being in an unsafe operating condition unless such equipment has been inspected by the Chief of Police and the defect reported or declared in writing not to affect the safety or functioning of the equipment by said Chief of Police.

Section 3.

All equipment, which in the judgment of the Chief of Police is not sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Section 10.

The Village will clean uniforms for full and part-time officers on schedules to be determined by the Chief of Police.

Section 11.

At the discretion of the Chief of Police and with approval by the Village Board the Village will purchase ballistic vests for the officer. If an officer is issued a ballistic vest it must be carried by on-duty officers at all times.

ARTICLE 20 - AUTHORIZED LEAVE

Section 1. Bereavement Death in the Immediate Family

A full-time employee shall be entitled to take up to three (3) work days paid leave between the death and the funeral without charge to sick leave, upon the death of any member of his immediate family. Immediate family shall be the following: spouse, child, parents, grandchildren, grandparents, brother, sister, father-in-law, or mother-in-law, daughter-in-law, son-in-law, step parents, step children, of the employee. A full-time employee shall be entitled to two (2) days paid leave upon the death of the following: brother-in-law, sister-in-law, uncle, aunt, nieces, nephews, fellow employee, and approved by department head.

Section 2. Jury Leave

Full-time employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Village of Avon, all other remuneration received for jury duty during the same period.

Section 3. Paid Personal Days

After one (1) year of service from anniversary date of employment, full-time employees shall be granted four (4) days paid personal days each year for religious obligations,

No campaign or other election materials dealing with representation elections will be posted. No information that is detrimental to any organization, group or persons shall be posted.

ARTICLE 23 - NO DISCRIMINATION

Section 1.

The parties hereto agree that there shall be no discrimination against any person because of his race, creed, color, national origin, age, sex, or marital status, or conditions of handicap.

ARTICLE 24 - TRAVEL ALLOWANCES

Section 1.

The Village agrees to reimburse employees who are eligible for travel expenses at the rates generally available to State employees.

Section 2.

The Village agrees to provide the maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The allowance paid shall be the current rate generally available to State employees.

Section 3.

Personal vehicles will not be used for official travel unless a Village vehicle is not available.

ARTICLE 25 - MEETING SPACE

Section 1.

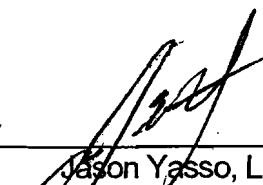
Where there is appropriate available meeting space in buildings owned or leased by the Village of Avon, it shall be offered to the Local 9650 of the New York State Law Enforcement Officers Union, District Council 82, AFSCME, AFL-CIO from time to time,

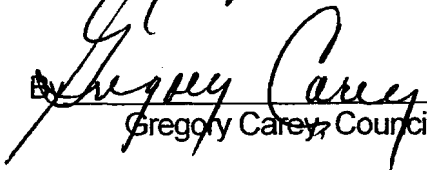
Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et. al.

This Agreement shall be in full force and effect as of June 1, 2006 and up to and including, May 31, 2009. Thereafter, if neither party serves written notice to the other party, ninety (90) days prior to the day of expiration of this Agreement; it shall automatically continue from year to year.

FOR THE UNION

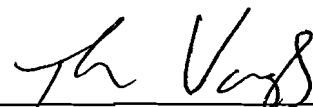
Local 9650, New York State Law
Enforcement Officers Union, Council 82,
AFSCME, AFL-CIO

By  _____
Jason Yasso, Local President

By  _____
Gregory Carey, Council 82 Rep

FOR THE EMPLOYER

Village of Avon

By  _____
Thomas Vonglis, Mayor

Section 3.

Effective until June 1, 2008, any part-time police officer designated to replace a full-time police officer for a full forty (40) hour week, shall be paid an hourly rate equivalent to the computed hourly rate for new full-time police officers, during that period of employment of full-time employment.

Part-time service will not be credited towards full-time salary steps.

Section 4.

EFFECTIVE 6/1/06	EFFECTIVE 6/1/07	EFFECTIVE 6/1/08
4%	3%	new rate *
\$15.63	\$16.10	\$18.60

Part-time police officers shall be paid an hourly rate equivalent to the computed hourly rate for a new full-time police officer effective June 1, 2008.

Part-time service will not be credited towards full-time salary steps.

Section 5.

The Sergeant position will be paid at a minimum of \$4,500 more than the highest paid patrolman.

Upon appointment to the sergeant's position, base pay will be increased a minimum of \$4,500.00 more than the highest paid patrolman

Section 6.

When a member of the Department is temporarily assigned to work at a rank higher than his/her regular rank, due to a Supervisor being incapacitated or the position being vacated, he/she shall be compensated for working in the position for the time worked on

APPENDIX "A"

Section 1.

Full-time patrolman shall be salaried at the following rates:

EFFECTIVE	EFFECTIVE	EFFECTIVE
6/1/06	6/1/07	6/1/08
4%	3%	3%

OFFICERS:

Sergeant Henry	\$50348.00	\$51858.00	\$53414.00
Officer Yasso	\$45596.00	\$46964.00	\$48373.00
Officer Ferrara	See Below (Dec., 2006 – 95%)		
Officer Bowser	See Below (Aug., 2006 – 85%)		

Section 2.

New full-time police officers shall be salaried at the following starting rates.

	EFFECTIVE	EFFECTIVE	EFFECTIVE
	6/1/06	6/1/07	6/1/08
	4%	3%	3%
	\$45596.00	\$46964.00	\$48373.00
1 year (80%)	\$36477.00	\$37571.00	\$38698.00
2 year (85%)	\$38757.00	\$39919.00	\$41117.00
3 year (90%)	\$41036.00	\$42268.00	\$43536.00
4 year (95%)	\$43316.00	\$44616.00	\$45954.00
5 year (100%)	\$45596.00	\$46964.00	\$48373.00