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Local:

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Mohawk, Village Of And Village Of
Mohawk Police Assn

Contract

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JAN 31 1996

CONCILIATION

Between the

**Mohawk Municipal
Commission
of the Village of Mohawk**

and the

**Village of Mohawk Police
Association**

June 1, 1995 - May 31, 1998

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Mohawk Municipal Commission of the Village of Mohawk New York (hereafter referred to as the Commission) and the Village of Mohawk Police Association (hereinafter referred to as the Association).

Witnesseth

Whereas, the Commission is a public employer as defined by the laws of the State of New York, and

Whereas the members of the Association are employed by the Commission as Full-Time Police Officers in the Police Department, and

Whereas, the parties desire to maintain harmonious relations and work together for the public safety, and

Whereas, the parties desire to establish equitable wage scales and standards and conditions of employment, encourage professionalism within the Police Department and to provide for collective bargaining and the arbitration of grievances and disputes,

No, therefore, the parties agree as follows:

Article I
Governing Law

The law governing this Agreement shall be the Public Employee's Fair Employment Act and such provisions of the Civil Service and local laws that are not consistent with the Act.

Article II
Recognition

Section #1 The Commission recognizes the Association as the sole and exclusive representatives for Full-Time Police Officers of the Police Department with the following titles:

Provisional Recruit Officer
Probationary Recruit Officer
Permanent Officer, Grade Two (2)
Permanent Officer, Grade One (1)
Permanent Officer
Sergeant
Juvenile Officer

Section #2. the Association affirms that it will not engage a strike nor cause one to be instigated , encouraged, or condoned against the Commission nor assist or participate in a strike of impose obligations upon its members to conduct, assist, of participate in a strike.

Article III **Reciprocal Rights**

Section #1. The Association recognizes the management rights of the Commission to the extent that they do not conflict with this Agreement and the laws of the State of New York, and the Commission recognizes its responsibility to direct the work force fairly and impartially, maintaining the dignity and professionalism of the Police Department.

Section #2. The Commission recognizes the rights of the Association to designate a representative to appear on behalf of the members to discuss salaries, working conditions, grievances and disputes as to the terms of this Agreement.

Section #3. In order to maintain harmonious and cooperative relations between the Commission and the Association and uninterrupted operations of the Police Department, Officers may submit to the Chief in writing, any thoughts they may have which will accomplish the relationship referred to above for verbal conversation with the Chief or his designee within Five (5) working days. The verbal conversations shall take place while the Officer is working his regular tour of duty.

Article IV **Personnel and Job Description**

Section #1. The Association shall represent all Full-Time Police Officers of the Mohawk Police Department.

Section #2. The Duties and Rules of Conduct for the Police Department of Mohawk, New York, prepared the New York State Bureau for Municipal Police and the Mohawk Municipal Commission, shall constitute the duties, rules of conduct, and job descriptions under this Contract and are not negotiable. Every member of the Police Department shall be furnished by the Commission with a copy of Duties and Rules of Conduct.

Section #3. Part-time Officers and Crossing Guards shall not be members of the Association nor shall they receive any of the benefits offered to members of the Association.

Article V
Management Rights

The normal functions of management and the direction of employee's in the Association, include but are not limited to:

- A. The hiring of employee's.
- B. Transferring, promoting, suspending, discharging, or otherwise disciplining employees.
- C. Establishing reasonable rules and regulations.
- D. The assigning of personnel and scheduling work.
- E. The determination of methods and means of operation.
- F. The control, regulation and use of all equipment.
- G. The establishment of work and vacation schedules.

In the exercise of Management Rights, the Commission shall and will observe the provisions of this Contract and applicable State and Local Laws.

Article VI
Compensation

Section #1. The wage schedule for the year June 1, 1995 through May 31, 1998 shall be as follows:

Wage Rates

	06/01/95	06/01/96	06/01/97
Provisional Recruit Officer	\$ 9.40	\$ 9.59	\$ 9.88
Probationary Recruit Officer	10.21	10.41	10.72
Permanent Officer Grade (2)	10.74	10.95	11.28
Permanent Officer Grade (1)	11.22	11.44	11.78
Permanent Officer	13.01	13.27	13.67
Sergeant	13.65	13.92	14.34
Juvenile Officer			

Section #2. A Shift differential shall be paid to all Full-Time Officers as follows:

Shift A - 11:00 PM to 7:00 AM	\$0.55 per hour
Shift C - 3:00 PM to 11:00 PM	0.45 per hour
Shift D - 7:00 PM to 3:00 AM	0.45 per hour

Section #3. Overtime work performed under the following conditions will be compensated at one and one half (1 1/2) times the base rate of pay to all Full-Time employee's covered by this contract. Work in excess of eight hours per day or work in excess of forty hours per scheduled work week.

Section #4. Provisional Recruit Officers will be appointed if eligible list is not available from the Civil Service Office. In order for a Provisional Recruit to qualify for the pay grade steps, he/she must first be appointed from a certified Civil Service list which would move him/her to Probationary Recruit.

Section #5. Full-Time Officers recalled to duty shall receive a minimum of two (2) hours pay for any recall to work, for any reason approved by the Chief of Police or Officer In Charge. This recall time shall be paid at the overtime rate set forth in the current contract.

Section #6. When an Officer In Charge will be out of town more than three (3) consecutive days and places a written order for an Officer to be placed in charge of the Department in his absence, that person shall receive \$0.25 an hour increase of his current hourly rate.

Section #7. Probationary Recruit Officers remain at the probationary level for a period of twelve (12) months. After serving twelve (12) months of probationary time, the Officer shall be moved to a Permanent Classification Grade (2) level. An Officer shall serve at Grade (2) level for twelve (12) months and then shall move to Grade (1) for a final twelve (12) months before being made a Permanent Officer.

Article VII
Work Day and Work Week

Section #1. The standard work day shall be eight (8) hours and the standard work week shall be forty (40) hours. Hours in excess of forty (40) hours in a five (5) day regularly scheduled shift and eight (8) hours in a single work day shall be paid in accordance with Article VI, Section #3 of this Contract.

Section #2. In order to encourage professionalism within the Police Department, time off for Full-Time Officers and Sergeant to attend schools in the furtherance of Criminal Justice shall be granted, subject to the Chief of Police. Approval can only be granted providing two (2) officers can agree to change shifts with each other and permission must be filed in writing with the Chief of Police and signed by both Officers. There shall be no additional cost to the Commission.

Section #3. Schedules are to be made out by the Chief of Police at least four (4) weeks in advance. Each Full-Time Officer is to rotate shifts equally with the other Full-Time Officers. Any changes must be in writing and both Officers must agree to the change prior to the Chief approval. Both Officers must sign the request before it will be approved by the Chief of Police.

Article VIII
Longevity

Compensation for longevity shall be credited for any Full-Time Officers who have four (4) years of continuous service with the Mohawk Police Department. The compensation for longevity shall be paid in the first pay period of November and according to the following schedule:

<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>
Four (4)	\$ 300.00	Twelve (12)	\$ 800.00
Five (5)	350.00	Thirteen (13)	850.00
Six (6)	400.00	Fourteen (14)	950.00
Seven(7)	450.00	Fifteen (15)	1050.00
Eight (8)	550.00	Sixteen (16)	1100.00
Nine (9)	600.00	Seventeen (17)	1150.00
Ten (10)	650.00	Eighteen (18)	1200.00
Eleven (11)	700.00	Nineteen (19)	1250.00
		Twenty (20)	1300.00

Article IX
Holidays

There shall be twelve (12) Holidays provided each year for Full-Time Officers as follows: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, The Day After Thanksgiving, Day Before Christmas, Christmas, and One Floating Holiday to be used at the Officers choice, with at least two (2) weeks notice to the Chief of Police. Holidays are to be used within six (6) weeks of the date on which the Holiday was worked. All Full-Time Officers and Sergeant of the Police Department required to work on a Holiday, or if a Holiday falls on a regular day off the member, shall receive equivalent time off at the discretion of the Chief of Police. All holidays must be used as of May 31 of the fiscal year. The Commission shall buy back Holidays up to three days in anyone fiscal year. The fiscal year is defined as June 1st through May 31st.

Article X
Personal Days Off

Section #1. In addition to Paid Holidays, hereinafore mentioned, all Full-Time Officers and Sergeants of the Police Department are entitled to three (3) Personal Leave Days per year which do not accumulate.

Section #2. Other than emergencies, the employee requesting a Personal Day, must tender the request to the Chief of Police at least (24) hours in advance. Personal Days cannot be taken to extend a Vacation or Holiday period without approval of the Chief of Police.

Section #3. In the event of a death in the family of a Full-Time Officer of Sergeant of the Police Department, he shall be permitted three (3) days of leave if he was scheduled to work those days prior to the funeral. Family for the purpose of this agreement shall be defined as follows: Spouse, Parent, Brother, Sister, Child, Mother-In-Law, Father-In-Law, or Grandparents. In the event of the death of a close member of the family not included above, the member shall be permitted one (1) day paid leave to attend the funeral. For the purpose of this Agreement a close member of the family is defined as a Brother-In-Law or Sister-In-Law.

Article XI
Vacation Time

Section #1. Vacations are determined by the anniversary date of the Full-Time Officers and Sergeant and the accrued Vacation Time must be used by the Officers next anniversary date. This shall be computed as follows:

<u>Years of Service</u>	<u>Vacation Time</u>
After one (1) year and up to five (5) years	Two (2) weeks
Five (5) years and up to ten (10) years	Three (3) weeks
Ten (10) years and up to twenty (20) years	Four (4) weeks
Twenty (20) years or more	Five (5) weeks

Section #2. Vacations are to be determined by seniority and rank with the final schedule to be approved by the Chief of Police.

Section #3. Employees must file, in writing, vacation requests for the year involved, no later that February 1st of that year with the Chief of Police, listing first, second, and third choice of vacation period. Chief of Police will post a vacation schedule for all employees in the same area as the work schedules are posted, for the year involved no later that March 1.

Article XII
Sick Leave

Section #1. Sick leave shall be accumulated at the rate of one and one quarter (1 1/4) days of sick leave time per month of employment of fifteen (15) days per year, with a maximum accumulation of one hundred ten (110) days.

Section #2. To be eligible for sick leave, the Full-Time Officer/Sergeant must give notice of inability to work because of illness to the Chief of Police or his duty appointed representative at least four (4) hours prior to the commencement of the work except in the case of emergency.

Section #3. After three (3) consecutive days absence, the Chief of Police will require confirmation of any illness by the Officers or Sergeants Physician.

Section #4. Sick Leave shall be charged at the rate of one (1) day for each scheduled work day missed because of illness. based upon and eight (8) hour day.

Section #5. At retirement, at age 55 or older, of the Full-Time Officer/Sergeant, the balance of any accumulated and unused sick leave shall be paid by the Commission to the Full-Time Officer/Sergeant of his estate, at the rate of forty (\$40.00) dollars per day within ninety (90) days after his death of retirement.

Article XIII
Medical and Hospital Insurance

All Full-Time Officers/Sergeants are covered by Community Health Plan 100. Any person hired after June 1, 1995 will be required to pay ten percent (10%) of the cost of the Health Insurance anyone hired prior to that date the cost shall be borne by the Commission. Each employee shall be furnished with a copy of the plan which spells out details of the coverage including the optional riders.

Article XIV
Life and Accident Insurance

The Commission will provide for the term of this contract a ten thousand (\$10,000.00) dollar life and accident insurance policy which is now carried by United States Life Insurance Company.

Article XV
Retirement Plan

Section #1. Full-Time Officers will be covered by Section 384D (20 year Retirement Plan) of the New York State Police and Firemen's Retirement System.

Section #2. Retired employees of the Police Department will receive benefits of the Hospitalization Program without cost to them. Their without cost coverage includes only themselves. Full coverage until time of retiree's death and including any new future benefits of that plan or any existing plan.

Article XVI
Clothing and Uniforms

Section #1. Each member of the Mohawk Police Department will be furnished with the uniforms by the Chief of Police: (4) Pairs of Police Uniform Trousers, (5) Short Sleeve Uniform Shirts, (5) Long Sleeve Uniform Shirts, (2) Pre-Tied Ties, (1) Uniform Hat, (2) Seasonal Jackets. All such uniforms shall be either new or in excellent condition. They will be supplied as needed thereafter.

Section #2. The Commission will also supply the following to all Full-Time Officers, which shall remain the property of the Commission: (1) set of Handcuffs and key, (2) Badges, (1) Night Stick, (1) Leather Gun Belt, (5) Belt Keepers, (1) Cuff Case, (1) Key Ring, (1) Holster, (1) Baton Ring, (1) Cartridge Holder.

Section #3. The Commission shall provide for the cleaning of the Uniforms in the following manner:

Three (3) Shirts per Month
Three (3) Pants per Month
One (1) Jacket per Month

Article XVII
Posting of Notices

The Commission agrees that the Association will have the right to post notices regarding legitimate meetings concerning the Association in an area designated by the Chief of Police.

Article XVIII
Review of Personnel Records

All employees covered by this Contract shall have the right once annually, on written application, to review their own personnel records, in the presence of the Chief of Police or any person designated by the Chief.

Article XIX
Defense of Officers

The Commission agrees to defend and pay any settlements, claims, or judgments brought against or recovered against any of the Police Officers arising from the Department Members Activities in performance of duty only, including but not limited to the operation of the Police Department Vehicles or apparatus, where such defense and payment is mandated as a Commission obligation by law.

Article XX
Employee Rights

Section #1. Any interrogation of a member of the Police Department shall be at a reasonable hour and when the member is on duty, unless the exigencies of the investigation dictate otherwise. If a member is under arrest or is a suspect or target of a criminal investigation, he shall be given the full constitutional rights that would be accorded to any citizen.

Section #2. No member of the Police Department shall be subjected to any offensive language, nor threatened with dismissal or disciplinary punishment during interrogation.

Article XXI
Grievance Procedure

Section #1. In the event of a dispute between the parties involving the interpretation or application of this Agreement or the rights claimed to exist thereunder, the dispute shall be resolved in the following manner:

Step 1. The dispute shall be presented within ten (10) working days of its occurrence to the immediate supervisor of the member in an attempt to resolve the matter. If the dispute is not satisfactorily resolved in this manner, the member may request that a representative of the Association meet with the immediate supervisor for the purpose of attempting to adjust the grievance.

Step 2. If within five (5) working days following Step 1, a satisfactory resolution has not been reached, the Association representative shall discuss the grievance with the Chief of Police in an attempt to resolve the matter.

Step 3. If the procedure in Step 2 fails to provide agreement within five working days, a written record shall be presented to the Municipal Commission of the Village or its representative. Within seven (7) working days the Association representative shall meet to discuss and attempt to resolve the dispute. After five (5) working days, if the dispute to arbitration upon services of written notice of intention within the ten (10) working days following receipt requested.

Step 4. The arbitration proceeding shall be conducted by an arbitrator selected and mutually agreed upon by the Commission and the Association within seven (7) days after the notice of arbitration was served. If the parties fail to agree upon an arbitrator, the parties shall utilize the services of the Public Employment Relations Board as is provided in its rules and regulations. The decision of the arbitrator shall be binding upon the parties. the arbitrator shall have no power to amend, modify or delete any provision of this agreement.

Section #2. Expenses for an arbitrator's services and the proceedings shall be borne by the group originating the proceedings. Each party shall be responsible for compensating its own witnesses. Either party may cause a transcript to be made at its expense and shall supply the arbitrator with a copy without charge.

Section #3. The time limits set forth in this Article may be extended by mutual agreement, in writing.

Article XXII **Scope of Agreement**

The parties agree that all negotiable items have been discussed and therefore, agree that negotiations will not be reopened on any items whether contained herein or not during the life of this Contract.

It is agreed by and between the parties that any provision of this contract 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 its approval.

Article XXIII **Duration of Contract and Procedure for Renegotiations**

This Contract and all items contained therein shall become effective June 1, 1995 and expire May 31, 1998. Renegotiations of this contract shall be initiated by either party on or about ninety (90) days before the year of expiration as may be applicable by submitting a written list of proposals for negotiations to the other party. Upon receipt of said list the other party shall have fifteen (15) days in which to submit its proposals. At this point, the period for submission of proposals shall be closed and actual negotiations or renegotiations shall begin with the mutual agreement upon a time and place for the first session.

Article XXIV
Text Books

Text books will be furnished and travel expenses paid by the Mohawk Municipal Commission for all schools attended which are mandated by the Commission.

The text books will remain the property of the Commission and are to be returned when the course is completed.

Accepted and Agreed To:

This Agreement is made and entered into on this 21 day of Nov, 1995, by and between the Mohawk Municipal Commission of the Village of Mohawk and the Village of Mohawk Police Association.

Mohawk Municipal Commission of the
Village of Mohawk

By: James W Tutty
President

Village of Mohawk Police Association

By: [Signature]
President

State of New York
County of Herkimer

On this 21st day of NOV. 1995, appeared before me James W. Tutty
Thomas Weers, to me personally known and known to be the individuals described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.

Judy L. Bray
Notary Public, State of New York
County of Herkimer
My Commission Expires July 25, 1996

JUDY L. BRAY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN HERKIMER COUNTY
NO. 4932736
MY COMMISSION EXPIRES JULY 25, 1996