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Contract Database Metadata Elements

Title: **Oriskany, Village of and Oriskany Police Benevolent Association (PBA) (2003)**

Employer Name: **Oriskany, Village of**

Union: **Oriskany Police Benevolent Association (PBA)**

Local:

Effective Date: **06/01/03**

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VILLAGE OF ORISKANY
POLICE CONTRACT

2004 - 2005

The following is the contract as agreed upon between the Village of Oriskany and the Police Benevolent Association for the Village of Oriskany Police Department.

This mutual agreement shall take effect on June 1, 2003 and will terminate on May 31, 2004.

POLICE DEPARTMENT PERSONNEL AUTHORIZATION:

The Village of Oriskany Police Department Personnel Authorization will be determined by the Village Board, established on a year-to-year basis by unanimous vote of the Board and subject to change, as may be required, to provide protection for village residents and students. There shall be one (1) personnel authorization contained herein, as a part of the Contract, that shall be for the Officer-in-Charge (O.I.C.). This authorized position shall be filled by the Competitive Police Officer. This authorization shall be separate from and not included in the total personnel allocations as approved by the Village Board.

OTHER ITEMS INCLUDED IN THIS CONTRACT:

Article 1	Work Week
Article 2	Retirement
Article 3	Death Benefits
Article 4	Salary Schedule
Article 5	Compensation
Article 6	Terms of Contract
Article 7	Part-Time Personnel
Article 8	Miscellaneous
Article 9	Sick Leave
Article 10	Signed Agreement

ARTICLE 1

1. The standard work week for the Officer-in-Charge shall be twenty-five (25) hours per week. The Village Board of Trustees must approve any additional hours.
2. The standard work week for the other part-time officers shall be determined by the Officer-in-Charge and the Police Commissioner, up to, but not to exceed twenty (20) hours per week.
3. The Officer-in-Charge and the Police Commissioner on a monthly basis shall determine the hours of work for all officers.

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ARTICLE 2

RETIREMENT BENEFITS:

1. The Village of Oriskany shall provide, for each member of the Oriskany Police Department, fully contribution as required for each member of the Oriskany Police Department, to the New York State Policemen's and Firemen's Retirement System, pursuant to Section 430 of the New York State Retirement and Social Security Laws.
2. The Village of Oriskany shall participate in the (20) year, one-half (1/2) pay, final average salary, based on the one (1) year option, non-contributory retirement plan, pursuant to the New York State Retirement and Social Security Law. The Retirement Plan shall be Section 384-D or the Retirement and Social Security Law, or any subsequent amendment thereto. Notwithstanding, any part-time employee may opt not to participate in this plan. A member of the Oriskany Police Department may elect to participate in the Retirement Plan under Section 375-E, 375-G, or 375-1, of the Retirement and Social Security Law, as presently or hereafter amended.

ARTICLE 3

DEATH BENEFITS:

1. The village of Oriskany shall provide employees, covered by this contract for the term of this contract, with all benefits, terms and conditions of Article 10, Section 208-B of the General Municipal Law and for beneficiaries of Police and Firemen.
2. Any compensation or benefits shall be paid over to the Oriskany Police Department member's spouse or estate within thirty (30) days of termination date of employment due to the death of the employee.
3. If a family death occurs the following will be granted to all part-time Oriskany Police Officers. Each employee will be granted up to three (3) days leave without loss of pay, as long as you were scheduled to work that week. Family members are spouse, child, parent, brother, sister, grandparent, and your spouse's family as listed above.

ARTICLE 4

SALARY SCHEDULE:

Officer-in-Charge -----	\$15.00 per hour
Patrolman -----	13.00 “
After Probationary Period -----	12.00 “
Probationary Patrolman -----	11.25 “

1. The starting salary rate of pay for a new part-time patrolman will be \$11.25 per hour. Following the probationary period the new patrolman may be promoted to the “After Probationary “ pay scale at the recommendation of the Officer-in-Charge and/or the Police Commissioner with approval of the Village Board of Trustees. After six (6) months or longer of continuous employment, the officer

should be raised to the patrolman's rate of hourly pay at the recommendation of the Officer-in-Charge and/or Police Commissioner with Village Board of Trustees approval.

2. Officers newly employed, who are fully qualified may, with the recommendation of the Officer-in-Charge and/or Police Commissioner, with the approval of the Village Board of Trustees, be paid at the after probationary period hourly rate and raised to the patrolman's rate as stated herein.

3. The probationary period shall be that period of time a new patrolman is required to ride in training with another officer.

ARTICLE 5

OVERTIME COMPENSATION:

The Village of Oriskany shall insure that members of the Oriskany Police Department are compensated at the rate of time and one-half (1/2) of the salary schedule in effect, under this contract, for each hour worked, during functions requiring additional police security, as directed by the Village Board of Trustees.

ARTICLE 6

TERMS OF AGREEMENT:

1. This Contract shall become effective on June 1, 2003 and shall terminate on May 31, 2004. This Contract shall automatically be renewed from year to year thereafter, unless either party shall notify the other party in writing, no earlier than January 1st and no later than January 15th, with reply from the receiving party (either the Village of Oriskany negotiating team or the Oriskany Police Benevolent Association Negotiating Team), not later than February 1st of each year or as hereinafter provided for any renewal period of either party's intention to change, alter, amend or terminate this contract. It is agreed and understood that negotiations, pursuant to the above shall begin no later than February 1st, thereafter.

2. The provision of this Contract shall supersede any provisions hereto stated and provided.

3. If any section, subdivision, sentence, clause, phrase or portion of this Contract is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such provision shall be deemed separate, distinct, and independent provisions, and such holding shall not effect the validity of the remaining portions of the Contract.

ARTICLE 7

PART-TIME PERSONNEL:

All part-time personnel, who shall be suspended or dismissed from his employment, for cause, shall be entitled to a hearing by the Oriskany Village Board or an outside hearing officer with the presence of the Senior Officer, and/or the President of the Police Benevolent Association and legal counsel, if desired. The choice may be made by the suspended officer.

ARTICLE 8

MISCELLANEOUS:

1. Termination Pay, in the case of termination of employment of any member of the Village of Oriskany Police Department, for any reason whatsoever, the Village of Oriskany will pay the officer within thirty (30) days of separation of employment with the Village of Oriskany.
2. Members of the Oriskany Police Department who carry their personnel weapons for duty purposes and use of, has been approved by the Oriskany Village Board, shall have that weapon refinished upon obtaining an issued Village owned weapon or when terminating employment with the Oriskany Police Department.
3. The Village of Oriskany shall not require any member of the Village of Oriskany Police Department to participate in a "Polygraph Test" for any reason whatsoever.
4. In the event of a death in the family of a member of the Oriskany Police Department, to include spouse, children, parents, sister, brother, and father or mother-in-law, the member shall be granted three (3) days leave of absence with full pay from the scheduled work day as taken from the monthly work schedule.
5. The Village of Oriskany shall provide for such Errors and Omissions (E & O) Insurance as shall be deemed necessary by the Village Board of Trustees.
6. Members of the Oriskany Police Department may participate in the Village Health Benefit Plan with all payment to be borne by the individual Police Officer, payable in advance. The Village will not be obligated for any portion of such coverage. In the event payment is not made, coverage will cease immediately.

ARTICLE 9

SICK LEAVE:

SECTION A: Job Related Illness/Injuries.

1. Officers shall receive full salary, based on the average hours worked for the six (6) months preceding a job related injury or illness, for a period of one (1) year from the date of the injury or illness.
2. Coverage for all Officers for job related injury or illness will be provided under the Oneida County Workman's Compensation Laws.
3. Payment rendered under the provisions of Paragraph 1 above, will be reduced from any payment made under Paragraph 2 above to determine the final amount of payment required.

SECTION B: Reporting and Continued Employment.

1. Injuries and/or illness will be reported to a superior as soon as possible.
2. While on Sick Leave, the officers shall be on continued employment, as pertains to computing all benefits as stated in this contract and all will be considered, for this purpose, credited for a day worked, whether compensation received or not.

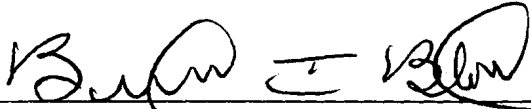
SECTION C: General Provisions:


1. The Village of Oriskany reserves the right to require a physician's certification for three (3) or more consecutive days of absence caused by a non-job related illness or injury.
3. The Village of Oriskany reserves the right to require an Officer to submit to a physical examination with a physician of the employer's choice. If a disagreement or a conflict occurs between the employer's and employee's physicians, said conflict will be referred to a third impartial physician, selected through mutual agreement by both the employer and employee whose determination will be utilized to resolve the disagreement or conflict, This paragraph applies to both job related and non-job related injuries and/or injuries.

ARTICLE 10

SIGNED AGREEMENT:

1. Agreed to and signed on the 12th day of April, 2004.

2. Signed by, for the Village of Oriskany, 
Bernard I. Block, Police Commissioner

3. Signed by, for the Oriskany Police Benevolent Association,

Robert R. Callahan, Officer-In-Charge