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Contract Database Metadata Elements

Title: **Oriskany, Village of and Oriskany Police Benevolent Association (PBA) (2006)**

Employer Name: **Oriskany, Village of**

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

Local:

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

Expiration Date: **05/31/08**

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POL / 7705

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VILLAGE OF ORISKANY
6/1/2006 - 2008 (2 year)
POLICE CONTRACT

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, 2006 and will terminate on May 31, 2008.

POLICE DEPARTMENT PEERSONNEL 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 part of the Contract that shall be for Chief or Officer-In-Charge (O.I.C.). This authorization 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 I:

- 1- The Chief or Officer-In-Charge may work up to 32 hours per week and also when emergencies come up and if he is unable to fill the monthly schedule. Examples: holidays, vacations, sickness and Etc.
- 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 Chief or Officer-In-Charge and the Police Commissioner, on a monthly basis, shall determine the hours of work for all Officers.

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 2:

RETIREMENT BENEFITS:

1- The Village of Oriskany shall provide, for each member of the Oriskany Police Department, full contributions 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 twenty (20) year, one-half 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 death of the employee.

ARTICLE 4:

SALARY SCHEDULE: Schedule is for two (2) years - 2006-2007 and 2007-2008.

1) Starting Rate -----	\$12.50 per hr. (3 months)
2) Police Officer -----	14.80 per hr. 2007-08 \$15.00 per hr.
3) Sergeant -----	16.00 "
4) Chief/Officer-In-Charge -----	17.00 "

CLOTHING ALLOWANCE:

Chief -----	\$250.00 per year
Sergeant -----	250.00 "
Officers -----	250.00 "

If any Officer damages any part of his uniform while on duty, the village will cover the cost. It will not come out of the Officer's clothing allowance.

1- Starting salary rate of pay for a new Patrolman will be \$12.50 per hour for three (3) months. He or she, after three (3) months, will be raised to \$15.00 per hour with the recommendation of the Police Chief and/or Police Commissioner with approval of the Village Board of Trustees.

2- The three (3) month period shall be the period of time a new Patrolman is required to ride in training. (For Example) to ride with another Oriskany Senior Officer to learn the village areas, paper work and etc.

ARTICLE 5:

OVERTIME COMPENSATION:

1- The Village of Oriskany shall insure that members of the Oriskany Police Department are compensated at the rate of time and one-half 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, 2006 and shall terminate on May 31, 2008. 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, after, 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:

1) All part-time police officers, who shall be suspended or dismissed from his/her employment, shall

be entitled to bring the matter to the attention of the Oriskany Village Board of Trustees. If the suspended or dismissed officer is dissatisfied with the outcome of the Board's findings, the suspended or dismissed officer can then request that the president of the Oriskany Police Benevolent Association request that hearing be held in front of the Oriskany Village Board for a final decision. The president of the Police Benevolent Association will have the authority to determine if such officer's situation requires a hearing. If in the event that the president can not represent the suspended or dismissed officer due to a conflict of interest, the vice president would then be authorized to represent the suspended or dismissed 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 with thirty (30) days of separation of employment with the Village of Oriskany.

2- Members of the Oriskany Police Department who carry 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 a 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 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 would 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 payments 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:

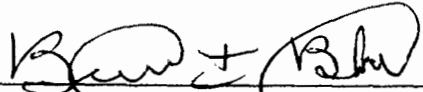
1- The Village of Oriskany reserves the right to require a physician's certification for three (3) or more consecutive days of absence caused by a non-job related illness or injury.

2- 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 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 job related and non-job-related injuries and/or illness.

ARTICLE 10:

SIGNED AGREEMENT:

1- Agreed to and signed on the 9th day of May, 2006.

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

3- Signed by, for the Oriskany Police Benevolent Association, _____
Sean B. Finn, Police Chief

 #5914
Oriskany PBA Member