

CITY OF PUBLIC EMPLOYMENT
RELATIONS BOARD
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CONCILIATION

In the Matter of the Dispute

between

City of Salamanca

and

Salamanca Police Unit
Civil Service Employees Association

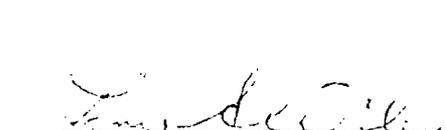
Public Arbitration Panel Award

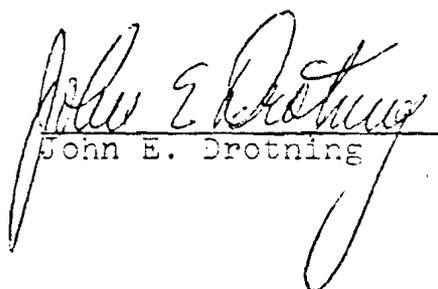
PERB Case Number: IA-74; M77-772
Panel: John E. Drotning, Chairman
James Wiley
Charles Hensel

The public arbitration panel held hearing on January 4, 1979 and February 21, 1979 and an executive session on January 19, 1979. Appearing for the CSEA were Mr. Sam Carmen and President Edward Gimbone. Appearing for the City of Salamanca was Mr. Earl Knight.

The panel has considered all the testimony and arguments in developing its award. The award is in the form of a contract since the panel worked directly with the parties in an effort to produce an agreement acceptable to all concerned.

The panel thanks the parties for their help and cooperation which enabled this to be a unanimous award.


James Wiley


John E. Drotning


Charles E. Hensel

February 28, 1979

Agreement Between

The City of Salamanca

and

The Salamanca Police Unit,
CSEA, Inc.

AGREEMENT BETWEEN THE CITY OF SALAMANCA
AND
THE SALAMANCA POLICE UNIT, CSEA, INC.

Effective: April 1, 1978 thru March 31, 1980

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THIS AGREEMENT entered into by and between the City of Salamanca hereafter called the "City", and the Salamanca Police Unit of the Cattaraugus County Chapter of the Civil Service Employees Association, Inc., hereafter called the "CSEA."

WITNESSETH:

WHEREAS, the CSEA, as the exclusive representative of all employees of the Salamanca Police Unit, excluding the Police Chief, has all the rights and privileges granted to it by resolution of the Common Council of the City of Salamanca, New York, and

WHEREAS, pursuant to the provisions of the Public Employees Fair Employment Act, the City and the CSEA have reached an agreement regarding salaries, wages and other terms and conditions of employment, and

WHEREAS, the CSEA re-affirms that it does not assert the right to strike against the City, to assist or participate in such a strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed to as follows:

The City agrees that the other job classifications which may hereinafter be created shall be reviewed with the CSEA in order to mutually determine proper assignment to an appropriate salary schedule.

ARTICLE I
Applicable Law

The Public Employees' Fair Employment Act, New York State Municipal Law, Civil Service Laws, City of Salamanca Laws, and Salamanca Police Department Rules of Conduct (dated Sept. 1, 1978) which are not inconsistent with the Terms of this Agreement, shall be the applicable laws which govern the terms and provisions of this Agreement.

ARTICLE II
Bargaining Unit

All employees of the City's Police Department excluding the Police Chief are members of the bargaining unit.

The job titles stated below are the present job titles of the bargaining unit:

Exhibit I
Police Department

Captain	Matron - part time
Lieutenant (s)	Crossing Guards - part time
Sergeant (s)	
Police Officer (s)	

ARTICLE III
Union Security and Dues Checkoff

Section 1

All non member employees in the unit shall be required to pay a fee equal to the periodic dues of a member in the unit. The City agrees to deduct said fees which shall be known as "Agency Fee" from said group of employees and remit such fees to C.S.E.A., Inc., 33 Elk St., Albany, N.Y. 12224, together with a list of the name and address of each non-member employee.

Section 2

The City shall deduct monthly from the wages of each member and remit to the Civil Service Employees Association, Inc., 33 Elk Street, Albany, New York 12207, membership dues and/or premiums for the CSEA Group Life Insurance Plan and/or the CSEA Accident and Health Insurance Plan. Checks representing insurance premiums should be made payable to the Association, and sent to CSEA at the above address for those employees authorizing such payroll deductions.

The CSEA shall have the right to designate a representative of Ter Bush & Powell, Inc., agents for the CSEA Health and Accident Insurance Plan, and the Travelers Insurance Company, the underwriter of the CSEA Group Life Insurance Plan, to visit the employees covered under this Agreement on the job for the purpose of explaining this protection and/or adjusting claims, provided, however, the Mayor of the City of Salamanca, or his designee, is notified and total assurance is given that no inordinate interruption in the work of the employee will be involved.

Section 3

The employer within thirty (30) days after ratification of this Contract will make available to the CSEA a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this Contract and within thirty (30) days after the end of each pay period will make available to the CSEA a listing of names, home addresses, work locations, and position titles of newly-hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

ARTICLE IV
Management Rights

The "City" and "Association" hereby recognize and mutually agree that the Management of the City, the control of its property and the maintenance of order and efficiency is solely the responsibility of the employer, the City of Salamanca, New York. Accordingly, except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary Agreements that may hereafter be made, all the rights, powers and authority of the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City including, but not limited, to the following enumerated rights:

A. The right to operate and manage its affairs in all aspects in accordance with its responsibilities and powers of authority as set forth in the City Charter, the Home Rule Act and all other applicable Law or Laws of the State of New York.

B. The right to manage the Offices and Departments; direct the work forces and to hire, promote, transfer, demote, layoff, suspend, discharge or disciplined employees; the right to discontinue work or programs, activities and services.

C. The City's right to schedule overtime work as required consistent with overtime provisions of this Contract.

D. The right to determine schedules of work and to establish the method and processes by which work is performed provided they do not conflict with the Terms of this Agreement.

ARTICLE V
Rights of the Employees

Section 1

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the employer.

Section 2

The employees may join and take an active role in the activities of CSEA without fear of any kind or reprisal from the employer or its agents.

Section 3

Any employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with the applicable laws and rules, and may choose his own representatives or appear alone in a grievance or appeal proceeding with exception that CSEA must be permitted entrance to all such proceeding and must be informed immediately of any decision surrounding the case.

ARTICLE VI
Salaries and Wages

Section 1

a) Effective April 1, 1978 all full time employees under the terms and conditions of this Agreement shall have their base salary level increased by \$700.

b) Effective April 1, 1979, all full time employees under the terms and conditions of this Agreement shall have their base salary level increased by \$650.

Section 2

a) Effective April 1, 1978, the base rate for the listed positions shall be increased as follows:

Matrons	+ \$.20/hour
Crossing guards	+ \$.25/hour
Parttime police	+ \$.34/hour

b) Effective April 1, 1979, the base rate for the listed positions shall be increased as follows:

Matrons	+ \$.20/hour
Crossing guards	+ \$.25/hour
Parttime police	+ \$.31/hour

ARTICLE VII
Salary Increments

Section 1

On April 1, 1978 the regular increments for all full time employees presently holding any job title indicated in Article II of this agreement shall be \$175 annually each for the 1st, 3rd, and 5th years of employment and \$300 annually in the 2nd and 4th year of employment.

The base salaries of full time employees in their second and third year increase by the increment due them plus the change or \$35.

The base salaries of full time employees in their fourth and fifth year increase by the increment due them plus the sum of the change or \$70.

The base salaries of full time employees in their sixth year or more increase by the increment due them plus the sum of the changes or \$105.

Thereafter, all eligible employees shall receive increments in accordance with the following schedule subject to the same procedure indicated in the initial paragraph of this article.

a) For each year of service from the sixth (6) to the ninth (9) year inclusively, all affected employees shall receive an increment annually of \$60.

b) On the employee's tenth (10) year of service, he shall receive an increment of \$300. Thereafter, an employee shall receive salary increments of \$300 on a quinquennial basis without limitation.

Section 2

In order to qualify for said salary increments, any employee who has completed at least six (6) months of consecutive service prior to April 1st, of the fiscal year in question shall be deemed eligible. Any employee whose anniversary date falls within a six (6) month period after April 1st of any fiscal year shall receive his regular scheduled salary increment on the aforementioned April 1st just as though he had completed his required number of years of service on that date.

ARTICLE VII (a) Shift Differential

Section 1

All full and part time police personnel shall receive \$.20 per hour, in addition to their regular pay for all hours worked between the hours of 3 p.m. - 11 p.m.

Section 2

All full and part time police personnel shall receive \$.25 per hour, in addition to their regular pay, for all hours worked between the hours of 11 p.m. - 7 a.m.

ARTICLE VIII
Hours of Work

The City, through the Chief of Police and the Police Commission, shall have the right to make shift and work schedules without the agreement of the Union. The normal work week of all employees shall be five (5) consecutive days. The normal work day shall consist of eight (8) consecutive hours, inclusive of lunch time. There shall be no change in the posted schedule without twenty-one (21) days notice in writing to the Unit President.

ARTICLE IX
Overtime Compensation

Section 1

All hours worked in excess of forty (40) hours in any scheduled work week shall be paid at the regular wage rate of the affected employee performing any such additional service.

Section 2

All paid holidays, personal leave days, bereavement leave days, sick leave days, vacation days and days while on jury or court service which occur within the first five days of the employee's regular work week will be considered days worked in the computation of overtime.

Section 3

Overtime service will be assigned equitably. On the effective date of this Agreement, a roster shall be posted listing all those employees who wish to perform overtime service. Vacancies shall be assigned in accordance with the established order of the aforementioned roster. Any employee who refuses overtime for any reason other than personal illness shall be recorded as time worked. Employees requested to work overtime shall be so advised prior to their lunch hour whenever possible. No full time employee shall work more than 12 hours of overtime, exclusive of recall and court time in any one work week.

Section 4

Overtime shall be offered to permanent employees first. If no permanent employee is available to work overtime, the substitute employees may be offered the overtime.

ARTICLE X
Recall

Section 1

An employee recalled to work after the completion of his regular shift shall be guaranteed a minimum of three (3) hours pay at his applicable rate.

Section 2

If the recall activity does not consume an entire three (3) hour time period, the employee shall be on a "stand by" basis for the balance of the three (3) hour period, if so requested by his department chief.

Section 3

Failure to do so, if so requested, shall result in the employee being paid only for the time actually worked, including reasonable travel time to and from work.

Section 4

Court appearances required as part of an employee's official duties shall not be considered as a "recall" but shall, however, be compensated as time worked and at the applicable rate for a minimum of three (3) hours for each appearance.

ARTICLE XI
Temporary Rate of Pay

All full time employees temporarily transferred or assigned to a job title higher in rate of pay than his own regular job title shall be compensated for the hours worked in such higher paid job title at the rate of pay identified with such job title.

ARTICLE XII
Holidays

Section 1

All regular full time employees, as identified below, for the dates on which the following holidays are legally observed, shall be compensated at their regular rates of pay when not worked.

Section 2

When work is performed on any of these holidays, compensation shall be in the form of an additional day's pay or a day off with pay in lieu thereof, at the employee's option. Compensatory time for holidays worked shall not be granted for consecutive work days.

*New Year's Day	Veteran's Day
Lincoln's Birthday	*Thanksgiving Day
Washington's Birthday	*Christmas Day
*Memorial Day	Employee's Birthday
Independence Day	
Labor Day	
Columbus Day	* Crossing Guards receive these holidays

ARTICLE XIII
Sick Leave

Section 1

Sick leave credit shall accrue to each regular full time employee and crossing guards at 1 1/2 days per month.

Section 2

Sick leave with pay shall be granted because of personal illness or injury of an employee or a member of his immediate family and for medical and dental visits.

Section 3

The term immediate family is defined as spouse, children, parents, step-parents, grandparents, brothers and sisters.

Section 4

Maximum accumulation of sick leave credits shall be 180 days for all regular full time employees.

Section 5

An employee absent on sick leave shall notify his Supervisor of such absence and the reason therefore on the first day of such absence and within at least one-half hour prior to the beginning of his work day.

Section 6

A regular full-time police officer and Crossing Guards may be allowed to use a part of his sick leave or personal leave in the event of serious illness of his spouse or a child living in his household. The City will require all such time used under this section to be verified.

ARTICLE XIV
Personal Leave

Section 1

Each regular full time employee and crossing guards shall be entitled to two (2) personal leave days with pay each fiscal year for personal matters which cannot be reasonably accomplished outside the regular work day or work week.

Section 2

Personal leave days shall not be charged against accumulated sick leave credit and shall not be cumulative from one year to the next year.

Section 3

Personal leave time may be taken in units no smaller than one day of the employee's regular work day.

Section 4

Reasonable notice, except in the case of an emergency, of request to have personal leave time shall be given by the employee to his immediate superior. In accordance with the aforementioned definition of "personal leave", any employee requesting leave shall not be mandated to divulge the nature of the personal matters he plans to conduct.

ARTICLE XV
Bereavement Leave

Section 1

Each regular full time and crossing guard employee shall be granted three (3) days of leave with pay in the event of death in his immediate family and one (1) day with pay in the event of death outside his immediate family; also the above applies to spouse's immediate family.

Section 2

Bereavement leave days specified above for each fiscal year and are not cumulative from year to year.

Section 3

Immediate family is as defined in Article XIII, hereinabove.

ARTICLE XVI
Vacations

Section 1

Based on the length of continuous service as of each regular full time employee's anniversary date of employment, he shall be entitled to the following periods of paid vacation:

<u>Length of Service</u>	<u>Days of Vacation</u>
1 through 4 years	10 days
5 through 9 years	15 days
10 through 14 years	17 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years	25 days

Section 2

Vacation credits shall be cumulative only to a maximum of thirty (30) days.

Section 3

Vacation time may be taken at any time during a fiscal year by mutual agreement with the Department Chief. The employee shall be allowed to take vacation time at a minimum of a day at a time, and shall be required to give at least five (5) days' notice. Conflicts in requests for vacation time shall be resolved in favor of the requesting senior employee, except under the following condition: An employee requesting five (5) or more consecutive vacation days shall have the preference over an employee requesting less than five (5) consecutive vacation days. Request for vacation time off shall be approved by the employer to the extent practicable in light of the manpower needs of the Department and shall not be unreasonably denied.

ARTICLE XVIIJury and Court AttendanceSection 1

Upon presentation of proof of required service on a jury or otherwise in a court of law, employees shall be paid their regular rates of compensation.

Section 2

However, when such service or appearance is part of an employee's official duties, the provisions of the last Section of Article X, herein above shall prevail.

ARTICLE XVIIIUniform AllowanceSection 1

Upon receiving permanent appointment to the force, each full time member of the Police Department shall receive an initial uniform allowance of \$300. Thereafter, each man shall receive an annual allowance of \$200.

Section 2

All crossing guards shall be provided with uniforms and the City shall absorb all cost for one (1) winter and one (1) summer uniform each.

Section 3

The employer shall provide at no cost to the Police Matron two (2) complete uniforms, consisting of 1 hat, 2 blouses, 2 blazers and 2 skirts (or 2 slacks, or one of each).

ARTICLE XIX
Group Life Insurance

Section 1

Effective April 1, 1978, the City shall provide all employees with a \$2000 Group Term Life Insurance Plan.

Section 2

The City shall pay the full cost of such a plan which will be subject to mutual consultation prior to its adoption.

ARTICLE XX
Health Insurance

Section 1

The employer shall provide and pay 100% of the cost of the individual and family plans of the Blue Cross and Blue Shield 50-51 Plan with the extended Benefits Rider, or an alternate plan with an equal or greater benefit allowance for all employees covered under this Agreement.

Section 2

The employer will provide for the covered employees of the Police Department a prescription drug program which will be known as the "One Dollar Co-Pay Prescription Plan". In order to qualify for this program, the employee must be a member of the City's Blue Cross and Blue Shield plan. The City will pay the premium for family coverage.

ARTICLE XXI
Retirement

Section 1

All Police Officer employees covered under the terms and conditions of this Agreement shall be members of the New York State Policemen's and Firemen's Retirement System.

Section 2

The City shall continue to provide the retirement plan commonly referred to as "the Special Police and Firemen's Non-contributory 25-Year Plan (Section 384 of the applicable law)". In addition, the City shall implement through an appropriate resolution the death benefit rider (Section 360-b of the applicable law) on the effective date of this Agreement.

Section 3

The City shall provide all contributions necessary to enact the above plan and shall adopt the enabling resolution promptly so as to make this plan available as soon as possible.

ARTICLE XXI
Seniority

Section 1

Seniority is defined as the length of continuous service with the employer. For lay-off purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority on his current title, the laid-off employee shall exercise his seniority to displace an employee with lesser seniority than he on lower job titles. Recalls shall be made in the inverse order of lay-off.

Section 2

As used in the above paragraph, continuous service includes only those periods when on the employer's payroll and those periods when an employee is: (a) on leave of absence; (b) on lay-off; (c) absent from, and unable to perform, the duties of his position by reason of a disability resulting from occupational injury or disease; (d) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 3

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one or more of the following occurs: He resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him); he is discharged; he retires; he refuses a recall from lay-off.

Section 4

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring official.

Section 5

Part-time, substitute and seasonal employees shall have a separate seniority roster which shall be subordinate to the seniority roster of permanent employees.

Section 6

A Police Officer shall be considered as a Permanent Police Officer upon the completion of six (6) months of satisfactory service and has complied with Section 209-q of the General Municipal Law.

(a) When a Police Officer completes his probationary period, as above, he shall be entered on the Seniority List. There shall be no seniority among probationary Police Officers.

(b) Nothing contained in this Agreement shall be construed to limit or otherwise affect the authority of an appointing authority, at any time during the probationary term, to remove a probationer for incompetency, misconduct or because of a poor evaluation.

Section 7

The City agrees to provide 30 days advance notice to the Unit President in the event of a lay-off or reduction in personnel in the police unit, and also to provide 30 days advance notice to the employees affected by a lay-off or reduction in personnel.

ARTICLE XXIII
Relief Period

The City shall continue to provide a ten minute relief period during each half of the employee's work shift. Such time period may be used for personal purposes.

ARTICLE XXIV
Disciplinary Action

Section 1

Any regular full time employee subject to any disciplinary action, because of alleged incompetence or misconduct with respect to his official duties and responsibilities, shall be entitled to the procedures of Section 75 and 76 of the Civil Service Law.

Section 2

Any hearing officer appointed by the City, it is hereby agreed, shall be an impartial arbitrator acceptable to the City and CSEA, jointly.

Such impartial arbitrator shall be deemed to be the person designated by the Department Head for that purpose within the meaning of Section 75 of the Civil Service Law of the State of New York.

ARTICLE XXV
Adjustment of Grievances

Should any differences arise between the City and the CSEA as to the meaning or application of the terms of this Agreement or as to any question relating to salaries, wages and all other terms and conditions of employment of any employee, an earnest effort shall be made to settle them in accordance with the provisions of this agreement in the manner hereinafter set forth.

If any employee shall believe he has a justifiable grievance or complaint, he may discuss it with his immediate superior and/or with his CSEA Grievance Man and attempt to settle the matter informally. Failing such settlement, a grievance may be filed in writing, in which case it shall be handled in accordance with the following procedure:

Step 1. Between the employee and/or a CSEA Grievance Man and the Chief of Police.

Step 2. Between the employee and the CSEA Unit President, or in the alternate, the Grievance Committee Chairman and the Police Commission of the City appointed for such purpose. Any grievance advanced to this step shall be answered in writing within 48 hours after the grievance has been appealed to Step 2, unless the nature of the grievance is such as to require additional time for investigation. In such event, by mutual agreement, the time for written response shall be increased an additional 48 hours.

Step 3. Between the Unit President, Chapter President, members of the Unit Grievance Committee, the employee, a Field Representative of the CSEA, and the members of the City's Personnel Committee, which shall consist of the Mayor and Common Council.

Step 4. If a satisfactory settlement is not made in Step 3, an appeal may be taken by either party, by written notice to the other, to an impartial arbitrator who shall be agreed upon by the parties. In the event the parties fail to agree upon the arbitrator within 7 days after the appeal has been taken, unless such time is extended to mutual agreement, the State Public Employment Relations Board or the American Arbitration Association, in the alternate, may be requested by either party to name an arbitrator, then

The arbitrator shall not have the power to add to, subtract from, alter, or modify in any manner any of the terms of this agreement, or any agreement supplemental hereto. Any case appealed to the arbitrator on which he determines he has no power to rule shall be referred back to the parties without decision or recommendation.

The decision of the arbitrator in matters over which he has jurisdiction shall be final and binding upon the parties.

The expense of the arbitrator will be shared equally by the City and the CSEA Unit Chapter.

General Provisions

A. Grievances shall be filed promptly and if not appealed within ten work days from the time that the right to appeal accrues, shall be inclusively deemed to have been settled on the basis of the decision in the step from which no such appeal was taken.

B. Any step of the grievance procedure may be by-passed on mutual agreement expressed in writing.

C. The Grievance Committee for the UNIT shall be determined by the CSEA and shall consist of three employees of the City and the Unit President or his designee who will be afforded such time off with pay, as may be reasonable required to investigate grievances, consult with aggrieved employees, attend meetings specified in the grievance procedure and to otherwise transact the legitimate business of the CSEA in its relationship with the City.

ARTICLE XXVI Equipment

Section 1

No employee covered under this agreement shall be required to operate any equipment that is faulty or without proper safety features as directed by law.

Section 2

The employer will provide all necessary equipment for the employees to carry out their duties: Flashlights, batteries, bulbs, sidearms and ammunition and any other equipment needed in the performance of the employee's official duties. All equipment and records pertaining to normal daily duties of the operation shall be available to all shift commanders and ranking officers.

ARTICLE XXVII Bulletin Boards

The employer shall place a suitable bulletin board in a convenient place in each work location for the exclusive use of the Union. The Union and the employer shall decide on size and location of such bulletin boards.

ARTICLE XXVIII
Death and Retirement Benefits

Section 1

If a member of the Police Department dies or is disabled while in the line of duty or dies or is disabled as a result of injuries received while in the line of duty, his beneficiary shall be paid for any unused sick leave, holidays or vacation accumulated by the affected employee. Moreover, the City shall pay the full cost of the Health Plan for a period not to exceed five years. If the spouse remarries in less than five years, the benefit ends upon remarriage.

Section 2

Any employee covered under the terms and conditions of this Agreement who retires from the service of the City shall be compensated for 50% of his unused accumulated sick leave in addition to any holidays or vacation leave that the affected employee may have accrued. Said payment shall be made at the employee's current rate of pay when the aforementioned event occurs and shall be paid in one lump sum amount within ten (10) days after retirement.

ARTICLE XXIX
Savings Clause

Section 1

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State, or Local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement or any addition thereto shall not be affected.

Section 2

Should a determination be made in accordance with Section 1 of this article, the parties to this Agreement shall reconvene immediately to negotiate a suitable replacement for the provision or provisions of this Agreement which are declared illegal.

ARTICLE XXX
Legislative Clause

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

ARTICLE XXXI
Base Salaries

Section 1

The base wage rates for all job classifications listed below, exclusive of any and all salary increments, shall be as follows:

	<u>Effective date</u>	
	<u>April 1, 1978</u>	<u>April 1, 1979</u>
Permanent Police		
Officer	10,011.17	10,661.17
Sergeant	10,504.92	11,154.92
Lieutenant	10,944.52	11,594.52
Prob. & Prov. Police		
Officer	9,481.17	10,131.17

Section 2

The base rate for the following jobs shall be increased as follows:

Matrons	plus .20/hr.	plus .20/hr.
Crossing Guards	plus .25/hr.	plus .25/hr.

ARTICLE XXXII
Identification Cards

The employer shall provide each employee with an appropriate identification card (ID) and carrying case at no cost to the employee.

ARTICLE XXXIII
Police Commission Meetings

The Unit President or his designee shall be permitted to attend Police Commission meetings, exclusive of executive sessions, except that no officer shall be permitted to attend while on duty.

ARTICLE XXXIV
Crossing Guards - Guaranteed Pay

The Crossing Guards shall be guaranteed no loss of pay if school is closed by reason of an Act of God.

ARTICLE XXXV
Staff Meetings

An employee required to attend a staff meeting during their off-duty hours shall be compensated as time worked and at the applicable rate for a minimum of one (1) hour pay for each occurrence.

ARTICLE XXXVI
Out of Title Assignments

An employee shall not be required to perform duties not normally associated with the Job Titles listed in Article II, Exhibit 1 of this Agreement.

ARTICLE XXXVII
Safety

The City will assign two officers to a vehicle on the evening and night shifts during the hours of darkness when needed.

ARTICLE XXXVIII
Pay Period

The Department shall be on a weekly pay roll schedule and in the event an officer is scheduled for vacation he shall be entitled to receive his pay for the vacation period in advance.

ARTICLE XXXIX
Safety Committee

The City of Salamanca and the Employees shall form a Safety Committee composed of three (3) Members, one appointed by the City, one appointed from the Union, and the third shall be the Police Chief. The Committee shall make recommendations pertaining to safety policies and equipment use. Any report or recommendations shall be made to the Police Chief who will in turn report to the Police Commissioners. In the event a Police Officer deems that Police Department equipment is in need of repairs, he shall notify the Police Chief who shall arrange for an appropriate inspection and repairs.

ARTICLE XL
Residency of Police

The City of Salamanca agrees to allow present members of its Police Department to live outside its City Limits. Members hired on April 1, 1976, and thereafter, shall be required to live within the limits of the City of Salamanca.

TERM

THIS AGREEMENT shall be effective as of the 1st day of April 1978, and shall remain in effect until the 31st day of March 1980, excepting that on or before one hundred and twenty (120) days prior to March 31, 1980, either party shall notify the other, in writing, that it desires to modify this Agreement with respect to any term and condition, including salary or wage rates. In such event, negotiations shall begin not later than ninety (90) days prior to March 31, 1980. At any time, however, during the term of this Agreement, the provisions of this Agreement may be changed or modified by subsequent mutual written Agreement of the parties hereto. This Agreement shall continue in full force until the above mentioned negotiations are concluded.

CITY OF SALAMANCA

SALAMANCA POLICE UNIT OF THE
CATTARAUGUS COUNTY CHAPTER
OF THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

BY: _____

MAYOR

BY: _____

PRESIDENT

This Agreement is executed in duplicate, each party shall have one (1), and both are originals for all purposes.

