NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Arbitration

between

THE VILLAGE OF CANTON

and

THE CANTON POLICE ASSOCIATION

AWARD

PERB NOS.
CA-0084
M76-39

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COMMISSION

Appearances:

For the Association:

Sgt. Ronald A. Houle
Charles B. Nash, Counsel

For the Village:

Douglas R. Kingsley
Ruth Blankman, Mayor

Under date of May 10, 1976, the Village petitioned the New York State Public Employment Relations Board (PERB) to move the impasse in its negotiations with the Association to compulsory arbitration pursuant to law. The petition in substance stated that some issues had been tentatively resolved, but in accordance with the parties' practice all issues were to be considered open until a total agreement is reached. The Association response is dated May 12, 1976. It states the Association had accepted the

PERB fact-finding report of April 7, 1976.

A hearing in this matter was held in the Municipal Building, Canton, New York, on Thursday, June 24, 1976 by a Public Arbitration Panel designated on June 2, 1976 by PERB pursuant to the authority vested in it under the provisions of the Civil Service Law, Section 209.4. The designated Panel members are:

Charles Carvel, Employer Member
Al Sgaglione, Employee Organization Member
William A. Hazell, Public Member and Chairman

Both parties had a full opportunity to present evidence, testimony and argument in support of their respective contentions and a transcript was made of the hearing. Briefs were not filed except at the hearing. The final transcript was received July 23, 1976.

The Panel met in executive session in the PERB offices on August 24, 1976, and authorized the Chairman to prepare an Award.

INTRODUCTION

The Village of Canton is a part of the Town of Canton in St. Lawrence County, New York. At the present time it employs a force of nine policemen, seven patrolmen and two sergeants represented by the Association. The Chief of Police is not a member.

Negotiations between the parties started in January, 1976 for the renewal of the two-year contract which would expire on May 31, 1976. Initially thirty-six issues were introduced by the Village and twenty-seven by the Police Association.

Failing to reach agreement through direct negotiations, mediation and fact-finding were attempted. The fact-finding report of a hearing held March 18, 1976 indicates that by mutual agreement the issues submitted to fact-finding were the following:

Association demands

1. Pay
2. Health insurance and related provisions
3. Overtime pay for patrolmen
4. Grievance procedure
5. Overtime pay for sergeants
6. Police Conference representation
7. Reciprocal rights
8. Savings clause

Village demands

1. Shift rotation
2. Management rights
3. Vacation and longevity payments

The recommendations made by the Fact-Finder were accepted by the Association and rejected by the Village (T 11 and 13). For the purpose of the arbitration the Village indicated that the principal matters of concern were salary, overtime and hospitalization (T 20), but that all issues were to be considered as still open (T 21).

References herein to the fact-finding report will be identified by the letters "FFR" and the page; references to the transcript by the letter "T" and the page. The transcript of the evening session was made by a second stenographer who did not carry forward the numeration of the first. That transcript will be referred to as "2T".

POSITION OF THE PARTIES AND DISCUSSION

1. Salaries

Association - The present starting salary for patrolmen is $8,300; it goes to $9,000 the first year and to $10,200 in the fifth year with $300 annual increments. Sergeants sta at $10,800, $11,100 the first year and to $11,700 the third year with similar $300 annual increments.

The Association position is to adopt the recommendation of the Fact-Finder which he portrayed as follows (FFR p. 12-13, with corrections):

"PATROLMAN
1st Year - an 8½ per cent increase on base pay ($705.) plus $300. catch-up pay for eachperiod shown:

PERIOD 1 ($705. plus $300.) June 1, 1976		PERIOD 2 (plus $300.) December 1, 1976	
Start	$9305	Start	$9605
end of 1st year	10,005	end of 1st year	10,305
end of 2nd year	10,305	end of 2nd year	10,605
end of 3rd year	10,605	end of 3rd year	10,905
end of 4th year	10,905	end of 4th year	11,205
end of 5th year	11,205	end of 5th year	11,505

"2nd Year - a 7½ per cent increase on base ($730.) plus $350. catch-up pay for each period shown:

PERIOD 3 ($730. plus $350.) June 1, 1977		PERIOD 4 (plus $350.) December 1, 1977	
Start	$10,685	Start	$11,035
end of 1st year	11,385	end of 1st year	11,735
end of 2nd year	11,685	end of 2nd year	12,035
end of 3rd year	11,985	end of 3rd year	12,335
end of 4th year	12,285	end of 4th year	12,635
end of 5th year	12,585	end of 5th year	12,935

"SERGEANT - 1st Year - a ($705. across the board increase) plus $300. catch-up pay each period shown:

PERIOD 1 ($705. plus $300.) June 1, 1976		PERIOD 2 (plus $300.) December 1, 1976	
Start	$11,805	Start	$12,105
end of 1st year	12,105	end of 1st year	12,405
end of 2nd year	12,405	end of 2nd year	12,705
end of 3rd year	12,705	end of 3rd year	13,005

"2nd Year - a ($730. across the board increase) plus $350. catch-up pay each period as shown:

PERIOD 3 ($730. plus $350.) June 1, 1977		PERIOD 4 (plus $350.) December 1, 1977	
Start	$13,185	Start	$13,585
end of 1st year	13,485	end of 1st year	13,835
end of 2nd year	13,785	end of 2nd year	14,135
end of 3rd year	14,085	end of 3rd year	14,435"

In support of its salary request before the Fact-Finder the Association had stressed the salaries paid police in Potsdam as a comparable village. It is only ten miles away and like Canton has two collegiate institutions.

Mention was also made that security officers at the Agricultural College receive $11,000. A study by PERB shows an average starting salary for village police was $9,300 (T 36), said the Association.

While staffing is not an issue, it was argued that the Canton department is undermanned necessitating one-man night patrols that demonstrably affect the hazard potential of the job (Ex. 8; T 40). State law requires a check of prisoners every thirty minutes. Any back-up for the single patrolmen on the midnight tour must come from other agencies and the reasonable expectation is from 15 to 30 minutes response time (T 44).

It is unnecessary to repeat herein the full argument made by the Association as it is covered in the fact-finding report and the transcript of the arbitration hearing.

Village - The Village stated that Gouverneur received a 10% increase as cited by the Association but the salary range for 1976-77 will be $9,668 to $10,785, similar to Canton's and below the last offer made by the Village here (T 50).

Other north country communities were cited including Watertown with $9,680 to $12,307 after six years; and Ogdens-

burg $8,904 to $11,353 also after six years. Current figures are not available, but for 1975-76 the Massena range was $8,754 to $10,274; and Malone had $6,800 to $9,600 (T 50).

It was argued that Potsdam not only had a larger population but has the characteristics of a larger community with more sophistication, congregation of larger groups and greater delineation between the college and local populations (T 51-52).

The Village's last offer prior to the fact-finding was 8½% plus $200 the first year and 7½% plus $300 the second year. This represented a significant increase which took police salaries higher than Massena, Malone, Ogdensburg, Watertown and Gouverneur (T 52).

The Village conceded it is operating with a surplus and is in sound financial condition. This it attributes to prudent and intelligent management. The surplus could easily disappear if it yielded to excessive salary demands with concomitant fixed fringe obligations (T 55-58).

The Village contended the Fact-Finder seemed to pick Potsdam as having the correct salary and Canton should catch up with it. In his rationale the Fact-Finder found a rise

in cost of living of 7% to 8% in 1975; and a 9.7% averag increase over 1974 in New York State and then proceeded to grant increases in Canton of 15.7%, 11.1% etc. (FFR 13; T 68).

Discussion

It was the parties, not the Fact-Finder, who adopted the format of using a percentage of base pay plus a dollar amount to arrive at an increase that would apply to all levels of the former salary schedules. As the Association explained it: "We took the percentage increase and calculated (it),. . . on the base pay of patrolmen. . . . We wanted the displacement the same (and) to remain the same." (T 65.) The Village, too, made its negotiating offers in the same way. This approach will be used herein even though a flat amount would yield the same result.

Potsdam seems to have been overstressed as a pace setter for Canton and given more weight than warranted in the fact-finding recommendations. Absent a showing of an historical tandem relationship between two municipalities it is not logically defensible to base salary conclusions on a comparison with a single village. Examination of salaries paid to police in other north country villages indicates that Canton has not lagged behind in any serious way. The coincidence of two collegiate institutions does not make

Potsdam and Canton identical and there is no proof that the one with the higher salaries has a monopoly on wisdom in the handling of its affairs.

While much time was spent on assessments, taxes, capital expenditures for a recreation facility, etc., there is really no controversy concerning the Village's ability to pay. The Village is in sound financial condition (T 58) and hopes to stay that way. There is no need therefore to analyse the arguments and data put forward to support positions in this area.

The Taylor Law (Sec. 209.4 (v) c) suggests consideration of job peculiarities such as hazards, etc. While the Association submitted evidence of understaffing which contributes to hazard and work load, it did so in support of its salary demands, not as a separate issue. Inasmuch as manpower or staffing was not an issue before us, we will make no award in that area (FFR 14) but will take it into account in our salary deliberations.

Among the other factors considered by the Panel are the offers and counter-offers made by the parties in their negotiations. At one point the Association made an offer on the basis of a three year contract.

It was related that the following offers had been made on February 19, 1976 (Un. Ex. 10):

Village - 2 year contract:

8½% of base, plus $200 across the board; 7½% of base the second year, plus $300 across the board.

Association - 3 year contract:

8½% the first year, plus $400 ($200 every six months)

6% the second year, plus $400 ($200 every six months)

5% the third year, plus $400 ($200 every six months.

It was claimed that the Village tentatively agreed to the Association proposal. (Un. Ex. 10, p.3). No satisfactory explanation was given as to why the tentative agreement never became finalized or why the Fact-Finder found it necessary to go beyond that which the Association had proposed for the first two years.

Inasmuch as the Panel is limited to a two year contract, (Taylor Law, Sec. 209 c (v) 1), it must omit the third year portion of the Association's final proposal. While no one can forecast with certainty what economic conditions will prevail in 1978, and whether the 5%, plus $400 increase will be advantageous or not, it is reasonable to assume that the Association considered it of some benefit to have it settled at this time. It is for this reason that we concluded it would be fair and reasonable to provide a small additional adjustment to the second year increase and make this 7½% of base similar to the Village's last offer. Our award,

therefore will provide for salary increases as follows:

> 8½% of base salary the first year,
> plus $400 in two six month steps.
>
> 7½% of base salary the second year,
> plus $400 in two six month steps.

We believe the increased salaries shown above are fair and represent a reasonable compromise of the parties' own proposals. They also are in reasonable conformity with police salary patterns in comparable communities in the upstate area and within the Village's ability to pay.

2. Health Insurance

Association - The present contract provides for the State plan of health insurance with the Village paying 100% for the individual employee and 90% of the premium for dependent coverage. The Association seeks to have this changed to 100% for both individual and dependents.

The Village now has agreed to pay 100% for dependents in the Street Department and in the Water and Sewer Departments. Potsdam and Gouverneur police have this arrangement also.

In addition the Association seeks to have the employer pay 75% of the premium for insurance for a surviving spouse of employees with ten or more years of service. Health insurance would continue for retired employees and their dependents.

Village - The Village would continue the present contract provision, which will cause employees to understand, at least to some degree, the increased costs associated with health insurance premiums, it said.

It argued that providing benefits beyond active employment would establish a financially prohibitive and theoretically questionable precedent for other fringe benefits.

Discussion - The Panel adopted the rationale and recommendations of the Fact-Finder (FFR 15). The Village will pay 100% of the premium for personnel and dependents.

The requests for surviving spouse and retiree coverage are denied.

3. Overtime pay for Patrolmen

Association - The present contract has no provision for the payment of overtime. The Association asks for the establishment of a basic work week of 40 hours and 8 hours a day, which shall include a lunch period. Overtime at time and a half shall be authorized by the Chief (if necessary, after the fact) and shall be paid at the end of the posted work schedule period of four weeks or 160 hours on a particular shift. The details of the Association proposal are set

forth in the fact-finding report, pp. 16-17.

Village - The Village position is that overtime compensation shall be at straight time. To pay in money is a cost item that cannot be calculated and the Village would like the option of granting compensatory time off. When money is involved, overtime work tends to increase in volume.

Discussion - Even though the Village opposed the request, it conceded that most police departments pay time and a half for overtime (T 81).

The Association request is more lenient than the acknowledged pattern. The Panel favors the adoption of the Fact-Finder's recommendation (FFR 18).

4, Call back pay

Association - The Association position is that a patrolman who is not designated to be working on the posted shift who is called back to work, shall receive a minimum wage of four hours pay for any time worked under four hours. If four or more hours are worked on call back duty, time and one-half in money shall be paid for all hours worked, calculated from the time he started work and the minimum call back time shall not apply (FFR 17).

Village - The Village said that policemen are legally on duty 24 hours a day and this is a standard condition of employment. Thus, returning for a particular situation after the normal work day should be compensated with compensatory time off at straight time. Again, cost impact cannot be validly projected (FFR 16).

Discussion - The Fact-Finder recommended a minimum of two hours pay on call backs. If two or more hours are worked, time and one-half shall be paid, calculated from the time he started work, and the minimum shall not apply (FFR 19).

The Panel adopted the Fact-Finder's recommendation.

5. Stand-by pay

Association - It was proposed that any patrolman called at home and asked to stand by for a possible call-in shall receive pay for one hour for each two hours of stand-by. Minimum stand by pay shall be one hour.

Village - The Village contended that police are legally on duty 24 hours and to compensate an individual for merely standing by is not justified. Additionally the cost impact cannot be calculated.

Discussion - Accepting the Fact-Finder's recommendation that

this shall not appear in the contract (FFR 19), it is not necessary to make it a part of this Award.

6. Holiday premium pay

Association - The present contract calls for eleven holidays but makes no provision for compensation when the holiday is worked. It was stated that the present policy is to give a compensatory day off in lieu of the holiday (2T 4).

The original proposal of the Association requested that "Any Patrolman scheduled to work on any of the Holidays as so designated shall receive double time in money for all hours a member may be required to work on said Holiday. In addition, a Patrolman shall also receive his regular Compensatory day off for working said Holiday. Sergeants shall receive only a Compensatory day off in lieu of working any of the aforesaid Holidays."

The same position appears in the Association brief presented at fact-finding (Un. Ex. 12; p. 18). It is not mentioned except by reference in the brief submitted at arbitration.

In the arbitration the Association maintained its willingness to accept the fact-finding recommendations in their entirety,

but if changes are made in some items, reconsideration should be given to its position with respect to several issues (2T 24 and especially holiday pay (2T 5).

The Fact-Finder had recommended that the current practice be made a part of the contract (FFR 19).

Village - The Village stated its position is to continue present practice, but it is willing to accept the Fact-Finder' recommendation on the holiday pay issue by making the practice a part of the contract (2T 6).

Discussion - The Association was placed in the anomalous position of having accepted the fact-finding recommendations in toto so that it was not well prepared to provide documentation for a change in that position. As it expressed it, the Association had taken the good with the bad. If some of the good portions of the recommendations were taken away, holiday pay was emphasized as an item that should be reconsidered.

Our study of the evidence available concerning holiday pay for police suggests that there is no well established pattern in upstate municipalities. A PERB study of police fringe benefits is confined to cities and this seems to confirm the lack of pattern. Some cities provide for time off and others provide additional pay

and time off. Reporting of holiday pay arrangements can be ambiguous.

Some of the cited cities provide for a compensatory day off when the holiday falls on an employee's regular day off. Obviously if an employee gets this bonus, it would be unfair to treat the employee who works the holiday in the same manner. Hence, he is given two compensatory days off, for example, Binghamton. Two days off would not be feasible in Canton.

Others give pay plus a compensatory day off, for example, Oswego.

In view of the state of the evidence the Panel made its decision more on the basis of equity, on what is fair and reasonable. It concluded that an extra day's pay plus compensatory time off would meet these criteria.

It is apparent that the inconvenience of working a holiday affects not only the individual but his family as well. It is difficult to plan and participate in the normal activities of family life that may be associated with the occasion, if the head of the family must work. A day off at another time does not adequately compensate for this inconvenience.

Going back to the Association proposal we would provide that a patrolman who is scheduled and works a tour of duty on a

designated holiday shall receive an extra day's pay plus compensatory time off. Sergeants have been awarded a payment of 5% of annual salary for any and all overtime, so that as proposed, they shall receive only the compensatory day off.

7. Personal-bereavement leave

Association - The Association had originally asked for bereavement leave of four days for a death in the immediate family and five days personal leave.

As set forth in the fact-finding report the two types of leave are combined into personal-bereavement leave and the Association sought five days total to be used for either purpose.

At arbitration the Association stood on the recommendation of the Fact-Finder, which calls for four days per year with 24 hours' notice. Leave can be denied by the Chief if there is a conflict with the work schedule.

Village - The Village offered two days for the combined leaves Since they are on rotating shifts the police can substitute for one another to conduct personal business and two days for deaths in the immediate family is sufficient.

Discussion - It is unusual to combine personal and bereavement

leaves of absence into a single unit. Not only are the purposes dissimilar but the frequency of the need to use them, hopefully, would follow a different pattern.

It appears that the practice has been reasonably generous. It is understandable that there is some desire to formalize the rights and liabilities of both parties by inclusion in a contract.

The Panel finds that normal practice is to have separate provisions and that two days of personal leave with notice when possible and three working days for a death in the immediate family would be fair and reasonable. The personal leave days would require 24 hours' notice and prior approval of the Chief. The immediate family would be defined as father, mother, spouse, children, grandchildrean and brothers and sisters.

8. Overtime for sergeants

Association - The Association related that it had originally sought to have 7% added to the straight time annual salary but the present position is 5% (T 14) in accordance with the recommendation made by the Fact-Finder. This would cover any and all necessary overtime worked.

It was claimed that the two sergeants work in an administrative as well as a supervisory capacity and frequently take over for the Chief (2T 14 & 15). A 1976 study of this Depart-

ment by the State Division of Criminal Justice Services (Un. Ex. 5A) finds that five sergeants are necessary to handle the supervisory work. The study and the Association recognize that this is not fiscally feasible.

Due to the manpower shortage in this category, it was argued, overtime work is frequently necessary and it is not practical to ask permission to work overtime (2T 16). It was estimated that the two sergeants are now working an average of a day and a half overtime each week (2T 16).

Potsdam, the State Police and ATC were cited as examples of agencies that use the percentage method of compensating supervisory personnel for overtime work.

Village - The Village took the position that overtime work is something that can be determined after the fact and sergeants should be compensated only for the time worked.

Discussion - With the present understaffing in the rank of sergeant it appears that supervisory overtime is inevitable and is difficult to control or record. The most practical solution is that five per cent of annual salary be paid to sergeants to cover any and all overtime worked, as recommended by the Fact-Finder.

9. Grievance procedure

Association - Under Article XI of the expired contract the Village Board is the final step in the grievance procedure and its decision is binding on the parties.

The Association sought to have arbitration by an impartial neutral as the final step available to a grievant but at the arbitration hearing the Association stated it had accepted the Fact-Finder's recommendation (T 23).

Village - The Village took the position that such a clause is unnecessary as they have always shown the ability to work out problems that have arisen (2T 25).

Discussion - It was generally agreed that the police departments of neighboring villages do not have arbitration clauses in their contracts (2T 26). In the past, the Association related, there have been only two grievances and they were settled before reaching the Village Board step of the procedure (2T 25).

In view of absence of a showing of need and the pattern of contracts in comparable villages, the Panel adopts the recommendation of the Fact-Finder to continue the present contract language.

10. Shift Rotation

Village - The Village seeks to introduce into the contract a clause that would stipulate that there would be no additional compensation for shifts (2T 30).

The Village stated that it intends a continuation of the present practice but wants it in the contract for possible future bargaining purposes (2T 33).

Association - The Association opposed the proposed clause and it was pointed out that the language suggested would give the Village the right to change the rotation pattern at will (2T 31).

Discussion - The Fact-Finder recommended that the contract contain a clause based on present practice.

It is the opinion of the Panel that such a clause is unnecessary. Unless carefully worded it could be construed as establishing the right to change shift rotations at will from the present four week schedule.

11. Vacation and longevity

Village - The Village seeks to eliminate longevity cash payments (Art. VI) or a reduction in vacation periods based on years of service (Art. VIII) in order to eliminate the duplication inherent in these two benefits.

The fact-finding report states that the Village had contended the purpose of longevity payments had become a standard practice when municipal employees were comparatively underpaid in comparison with the private sector. Such payments are no longer justified especially in view of increased salaries and numbers of specified vacation days (FFR 21).

Association - The Association strongly opposed the loss of either fringe benefit (FFR 21). It argued that the two are entirely different matters. Vacation is to provide relaxation time so that a man can come back a better employee. Longevity payments, on the other hand, are a reward for years of service with the employer.

Discussion - PERB Second 1976 Report of Salaries for Village Police Personnel in New York State shows that a large majority of those reported have longevity payments as a part of regular salary structures. The practice of increasing vacation allowances with length of service is so wide-spread in both the public and private sectors that it needs no documentation. Moreover, a PERB Report on Fringe Benefits and Related Practices Affecting Policemen - 1975-76, amply supports this view.

The Panel concurs with the Fact-Finder that these provisions of the expired contract should be carried forward to the renewed contract.

12. Management rights

Village - The expired contract did not have a management rights clause.

It argued that these rights are recognized by law and are set forth in many contracts in the State (FFR 21).

Association - The Association took the position that the Village has rights to manage and it is unnecessary to clutter the contract with unnecessary language but it is not going to object to the inclusion of the clause.

Discussion - In view of the positions of the parties the Panel will incorporate in this Award the language recommended by the Fact-Finder in the matter of management rights (FFR 21-22).

13. Police conference representation

Association - The Association asks that one designated member be permitted to attend statewide Police Conference conventions a maximum of three days without loss of pay.

It argued that such attendance is beneficial to the community. Police are kept abreast of latest laws and can oppose proposed laws that are not considered in the best interest of the Village. Most police contracts have this provision said the Association.

Village - The Village argued that the information obtained at such Police Conference meetings falls into two categories, one is law enforcement and two is preparation for labor negotiations. For this reason the Village suggested a sharing of the cost between the Village and the Association. This offer was later increased to two days' pay.

Discussion - The Fact-Finder recommended three days for attendance at statewide meetings of the Police Conference. There was no challenge to the contention that this or similar provisions appear in all or practically all upstate police contracts. There was no real dispute that attendance at such meetings results in mutual benefit.

The Panel adopts the recommendation of the Fact-Finder of three days without loss of pay.

14. Reciprocal rights

Association - The Association proposal contained a provision that would permit it to reopen the contract if the Village reopened its contract with any other employee group (Un. Ex. 12, p. 22).

It contended that the Village Board had done so in the past in order to give other employees benefits negotiated by this Association.

Village - The Village stated it had reopened a contract o the basis of what the Association had negotiated and from this experience had learned its lesson not to repeat that mistake. It rejects the proposal.

Discussion - This type of provision was aptly referred to as a "me-too clause". The Fact-Finder recommended against it and the Panel concurs.

15. Savings clause

Association - The Association sought a provision to continue all rights, benefits or privileges previously enjoyed (T 46).

It contended that such a clause is in most contracts and is intended to protect the members from unilateral change of long standing practices.

Village - The Village position was that the past benefits should be identified and included in the contract. It pointed out that sick leave, for example, has been granted on a flexible basis and could become a sticky problem in the future under a clause of this kind. It would prefer a clear statement in the contract as to what an employee is entitled to with respect to such leave and other matters.

Discussion - Labelling this provision as a "saving clause" is

somewhat misleading as that term is frequently applied to a clause that limits the legal effect of the invalidation of a portion of a contract.

Even the Village acknowledged that blanket clauses are quite common in labor agreements to protect against loss of benefits or changes in practices on a unilateral basis. While there is some merit to its contention that well recognized items should be negotiated and specifically included in a contract, the parties here have apparently made no effort in that direction.

Under the circumstances the Panel concurs with the Fact-Finder's recommendation for the inclusion of a clause of this kind (FFR 23).

16. Bonus for meritorious service

Both parties agreed to the insertion in the contract of a statement of the sums of monies awarded certain individuals for meritorious overtime service during fiscal year 1974-1975 (Jt. Ex. 1).

Discussion - The Panel finds this document to be fair and reasonable and will include it in this award.

A W A R D

After full and careful consideration of all of the testimony,

evidence and arguments of the parties, the Public Arbitration Panel, having been duly designated under date of June 2, 1976, by the New York State Public Employment Relations Board pursuant to Section 209.4 of the Civil Service Law, to make a just and reasonable determination of this dispute, awards as follows:

The contract between the parties that expired on May 31, 1976, amended to have dates conform with the new contract period, shall be renewed with the following changes:

1. The contract shall be for a period of two years, starting June 1, 1976 and expiring May 31, 1978.

2. Salaries and other changes where applicable shall be made retroactively effective as of June 1, 1976.

3. Salaries shall be increased as follows:

   a) 8½% of base patrolmen's salary the first year, plus $400 in two six month steps.

   b) 7½% of base salary the second year, plus $400 in two six month steps.

   By our calculations, this will require revision of Article X, Salary and Wage Structure, as follows:

I. Effective June 1, 1976 ($705 + $200)		II. Effective, December 1, 1976 (+ $200)
Patrolmen		
Starting salary	$ 9,205	$ 9,405
First year	9,905	10,105
Second year	10,205	10,405
Third year	10,505	10,705
Fourth year	10,805	11,005
Fifth year	11,105	11,305
Sergeants		
Starting salary	$11,705	$11,905
First year	12,005	12,205
Second year	12,305	12,505
Third year	12,605	12,805

III. Effective June 1, 1977 ($705 + $200)		IV. Effective December 1, 1977 (+$200)
Patrolmen		
Starting salary	$10,310	$10,510
First year	11,010	11,210
Second year	11,310	11,510
Third year	11,610	11,810
Fourth year	11,910	12,110
Fifth year	12,210	12,410
Sergeants		
Starting salary	$12,810	$13,010
First year	13,110	13,310
Second year	13,410	13,610
Third year	13,710	13,910

4. Article IV, Health Insurance shall be amended so that the second sentence will read:

> "The Village shall pay 100% of the premium for all personnel covered by this contract and their dependents."

5. A new article shall be inserted in the contract to provide as follows:

> "The basic workweek shall be 40 hours and the daily tour of duty 8 hours. There shall be posted a work schedule covering a four week period, 28 days or 160 hours of work time for both patrolmen and sergeants. Each 8 hour work day shall include a lunch period to count as work time.
>
> "Patrolmen shall be paid at the rate of time and one-half of their hourly rate of pay for all time worked over their 8 hour scheduled tour of duty. Any other overtime worked shall be paid for at the time and one-half rate for all hours worked over 160 hours on the posted work schedule.
>
> "Vacation, holiday, sick, personal and bereavement leave days shall not count in calculating overtime worked over and above the 160 hours on the posted work schedule.
>
> "Overtime payments shall be calculated and payable at the end of the 160 hour posted work schedule.

"Overtime shall be by authorization of the Chief of Police or his delegate. If prior overtime authorization is impracticable, the Chief shall after-the-fact determine the necessity for overtime and, if justified, authorize it.

"Any time over 30 minutes shall be considered overtime, at the premium rate, minimum pay one hour, including the first 30 minutes of overtime, subject to authorization by the Chief as above stated. Normally, the first 30 minutes worked over the scheduled eight hour day shall not be considered overtime.

"Court appearances, legal hearings or business at which a patrolman is requested or required to be present in connection with Village Police Department business shall be counted as overtime."

6. A new article shall provide for call back pay as follows:

"Any patrolman called back to work after completion of his posted tour of duty shall receive a minimum of two hours pay. If two or more hours are worked he shall be paid at the rate of time and one-half calculated from the time he started work."

7. A new article shall provide for holiday pay as follows:

"Patrolmen who are scheduled and work a tour of duty on a designated holiday shall receive an extra day's pay plus compensatory time off. Sergeants shall receive only the compensatory day off."

8. A new article shall provide:

"All personnel shall be entitled to two days of personal leave with pay each year. Twenty-four hour notice shall be given to the Chief or his designee, when possible. The Chief may deny a request for personal time off if there is a conflict with the working schedule."

9. A new bereavement leave article shall provide:

"In the event of a death in the immediate family a member shall be granted three working days off with pay. Immediate family for this purpose shall be considered to include spouse, child, mother, father, sister, brother, and grandchildren."

10. The overtime provision of the contract shall provide as follows:

"Each sergeant shall receive 5% of his annual salary to cover any and all necessary overtime work."

11. A management rights clause shall be made a part of the contract. It shall read as follows:

"The Association recognizes that the management of the Village shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Village and direction of the work force, including but not limited to the following:

"a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Village.

"b) To establish or continue policies, practices, and procedures for the conduct of Village business and from time to time, to change or abolish such policy, practices or procedures.

"c) To discontinue processes or operations or to discontinue their performance.

"d) To select and to determine the number and types of employees required to perform the Village's operations.

"e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Village, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

"f) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees of the Village."

12. A new article will provide as follows:

"A designated member of the Association shall be released for a maximum of three days with pay for attendance at statewide conventions or meetings of the Police Conference."

13. A new article shall provide as follows:

"Any and all rights, benefits or privileges previously enjoyed by Department

personnel, not covered by this contract and which are based primarily on custom or past practice, shall remain in effect unless changed through the negotiation process."

15. A new article shall provide as follows:

"The Village of Canton agrees to pay a bonus payment to compensate personnel in the Village Police Department for meritorious overtime service during the fiscal year 1974-1975 payable on June 4th, 1976, in one payment in accordance with the following schedule:

Robert Ames	713.00
Ron Houle	641.91
William Rood	636.79
Gilbert Miller	561.82
Robert Camp	690.59
Royal Sheldon	422.94
John Majer	370.09
Dennis Durant	367.08

"The Village of Canton and the members of the Village Police Department both agree that this payment shall not serve as a precedent to future bonus payments.

"Both parties further agree that this payment shall not be considered in negotiations for salary for the year 1976-1977 or any future years."

Wm. A. Hazell

William A. Hazell, Chairman
Public Arbitration Panel

Charles A. Carvel

Charles A. Carvel
Employer Member

Al Sgaglione

Al Sgaglione
Employee Organization Member

STATE OF NEW YORK)
) SS.:
COUNTY OF Albany)

On this 24th day of September, 1976, before me appeared WILLIAM A. HAZELL, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Notary Public

[illegible] HAZELL
[illegible] Public, State of New York
Residing in Albany County
[illegible] Commission expires March 30, 1978

STATE OF NEW YORK)
) SS.:
COUNTY OF St. Lawrence)

On this 23rd day of September, 1976, before me appeared CHARLES A. CARVEL, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

James A Cunningham
Notary Public

JAMES A. CUNNINGHAM
Notary Public, State of New York
My commission expires March 30, 1977

STATE OF NEW YORK)
) SS.:
COUNTY OF Albany)

On this 21st day of September, 1976, before me appeared AL SGAGLIONE, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Madeline M. Spaulding
Notary Public

MADELINE M. SPAULDING
Notary Public State of New York
Commission Expires March 30, 1976