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PBA

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7289

AGREEMENT

between

TOWN OF BLOOMING GROVE

and

BLOOMING GROVE POLICE BENEVOLENT ASSOCIATION, INC.

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

RECEIVED

APR 09 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Blooming Grove 2002-2004 Agr

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	RECOGNITION OF PBA-PBA ACTIVITIES	1
ARTICLE 3	BASE WAGE	2
ARTICLE 4	OUT-OF-TITLE	2
ARTICLE 5	OVERTIME	3
ARTICLE 6	SHIFTS	4
ARTICLE 7	UNIFORMS AND EQUIPMENT	4
ARTICLE 8	INSURANCE	5
ARTICLE 9	RETIREMENT	6
ARTICLE 10	PAID LEAVE	6
ARTICLE 11	VACATION	8
ARTICLE 12	POLICE ORIENTED EDUCATION	9
ARTICLE 13	IN-SERVICE SCHOOLING	10
ARTICLE 14	HEALTH INSURANCE/RETIREMENT	10
ARTICLE 15	GRIEVANCE PROCEDURE	11
ARTICLE 16	MANAGEMENT RIGHTS	13
ARTICLE 17	NO STRIKES	13
ARTICLE 18	GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE	13
ARTICLE 19	DISCIPLINARY PROCEDURE	20
ARTICLE 20	SEVERABILITY	21
ARTICLE 21	LEGISLATIVE ACTION FOR APPROVAL	21
ARTICLE 22	DURATION OF AGREEMENT	21
ARTICLE 23	CONCLUSION OF AGREEMENT	21
	SIGNATURE PAGE	22
APPENDIX "A"	BASE WAGE AND LONGEVITY SCHEDULE	23
APPENDIX "B"	UNIFORM AND EQUIPMENT LIST	24

AGREEMENT made this 27th day of MARCH, 2002, by and between the TOWN OF BLOOMING GROVE, Orange County, New York (hereinafter referred to as the "Town") and the BLOOMING GROVE POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA").

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the meaning set forth as follows:

- A. **TOWN** - shall mean the Town of Blooming Grove, the Town Board of the said Town or any designated representative thereof.
- B. **PBA** - shall mean the Blooming Grove Police Benevolent Association, Inc.
- C. **POLICE OFFICER** - shall mean any full time member of the Town of Blooming Grove Police Department below the rank of Chief or Sergeant.
- D. **LENGTH OF SERVICE** - shall mean the total amount of calendar time from the date a police officer began duty with the Town of Blooming Grove as a full time police officer.
- E. **CALENDAR DAY** - shall mean the twenty-four (24) hour period commencing at 11:00 p.m.

ARTICLE 2

RECOGNITION OF PBA - PBA ACTIVITIES

A. The Town, pursuant to the Civil Service Law and in accordance with the provisions of the General Municipal Law of the State of New York, hereby recognizes the PBA as the sole and exclusive representative for collective bargaining with respect to wages, hours and other conditions of employment for all police officers of the Town.

The Town agrees, pursuant to the statutes above named, that the PBA has unchallenged representative status for the maximum period permitted by law.

B. The PBA shall have access to said employees and shall be able to meet with them at any time so long as work schedules and work routines are not affected.

C. The Town agrees that it will not enter into any agreements with respective police officers which the PBA represents, which agreements are contrary to the provisions hereof.

D. Upon written authorization of the employee concerned and unless he/she subsequently revokes such written authorization, the Town shall deduct PBA membership dues from the employee's bi-weekly pay in the amounts specified in the written authorization.

The amounts so deducted shall be forwarded to the PBA or designee, at regular intervals, payable to the Blooming Grove Police Benevolent Association, Inc., and sent to the President of the PBA at P. O. Box 21, Blooming Grove, New York 10914, or address of the designee as provided to the Town.

The Town agrees, in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the Base Wage of an employee who is not a member of the PBA, but who is represented by the PBA for the purpose of collective negotiations, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any part or such Agency Shop Fee deduction, which represents the employee's pro rata share of the expenditures by the PBA in and of activities or causes only incidentally related to terms and conditions of employment.

ARTICLE 3

BASE WAGE

A. A police officer shall be paid a Base Wage determined by the length of service with the Town as set forth in Appendix "A".

B. A police officer shall be paid 2/52 of his/her gross Base Wage per year during the term of this Agreement. The foregoing sum shall be known as the police officer's bi-weekly Base Wage, and one-half (1/2) of this sum shall be known as the police officer's weekly Base Wage. A police officer's hourly rate of pay shall be 1/40 of his/her weekly Base Wage.

C. A police officer shall receive payment for each Step to which he/she is entitled based on his/her length of service with the Town. The payment of each Step shall begin with a payroll dispersal date for the pay period in which the police officer completes his/her first full tour of duties based on his/her anniversary date.

ARTICLE 4

OUT-OF-TITLE

If an employee is ordered or required to perform the work of a Detective/Investigator, Sergeant or Chief of Police (or any other rank subsequently established in the police department), he/she shall receive the appropriate rate of pay of such position for all hours of said assignment.

ARTICLE 5

OVERTIME

A. Except as hereinafter stated, for each hour in excess of eight (8) hours worked, within a twenty-four (24) hour period beginning at 11:00 p.m., a police officer shall be paid one and one-half (1 ½) times his/her hourly rate of pay; a police officer shall also be entitled to be paid one and one-half (1 ½) times his/her hourly rate of pay after forty (40) hours work within a calendar week. Compensatory time off shall not be substituted for overtime.

B. A police officer required to work extra duty time, which time is contiguous, either prior or subsequent to a scheduled shift, shall be paid for such time as herein designated overtime. Extra duty time worked on a calendar day on which the police officer is scheduled to work a shift which is not contiguous with that shift shall be paid based on a minimum of four (4) hours or the amount of time actually worked, whichever is more. A police officer who works any extra time on a calendar day not part of his/her tour of duty and not contiguous with a tour of duty shall be credited with a minimum of four (4) hours worked or the actual time worked, whichever is more, and he/she shall be paid one and one-half (1 ½) times his/her hourly rate if pay. No police officer shall be required to work beyond the purpose for which he/she was recalled.

C. Payments for Court Appearances:

1. A police officer will be paid at the rate of one and one-half (1 ½) times his/her hourly rate of pay for all authorized court appearances outside his/her regularly scheduled workday, at all courts including Motor Vehicle Hearings, and will be paid a minimum of four (4) hours at one and one-half (1 1/2) times his/her hourly rate of pay. No police officer shall be required to work beyond the purpose for which he/she was recalled.

2. A police officer will also be paid traveling expenses at the established Town rate to and from all authorized court appearances, if said police officer uses his/her own vehicle.

3. Time to be considered part of the appearance shall commence upon arrival at the Police Headquarters and end when the appearance is concluded.

D. Commencement of Payments:

Payments set forth in this Article shall commence from portal-to-portal at the police department.

ARTICLE 6

SHIFTS

A. There will be three (3) shifts in any one calendar day as follows:

7:00 a.m. to 3:00 p.m. ("B" tour)

3:00 p.m. to 11:00 p.m. ("C" tour)

11:00 p.m. to 7:00 a.m. ("A" tour)

The Detective/Investigator shall be assigned to work 10:00 a.m. to 6:00 p.m. tour of duty, Monday through Friday. The shift may be flexed up to three (3) hours in either direction of the starting and ending times.

B. A police officer shall work the same shift on each day of his/her tour of duty unless 24-hour prior notice is given on shift change. Any such change in shift will only occur due to a shortage in personnel due to absence or special events requiring a concentration of personnel during a shift. Any time worked outside a police officer's scheduled shift during his/her tour of duty shall be deemed time in excess of eight (8) hours during any one calendar day, and subject to overtime pay.

C. The Town shall institute a work schedule consisting of four (4) days on and two (2) days off duty with rotating tours as set forth in "A" above. The Detective/Investigator shall receive one (1) work schedule "chart day" each calendar month to be taken either in conjunction with his/her regular days off, or as mutually agreed upon between the Chief of Police and the Detective/Investigator.

D. An employee assigned to training shall not count towards minimum staffing requirements.

ARTICLE 7

UNIFORMS AND EQUIPMENT

A. **Clothing Allowance.** A clothing allowance shall be credited to each police officer who has completed six (6) months of service with the Department as follows:

1/1/02
\$1,000.00

1/1/03
\$1,025.00

1/1/04
\$1,050.00

The above amounts shall be paid in two (2) equal installments on February 15th and August 15th of each year.

The Detective/Investigator shall be covered by this provision.

B. **Replacement of Equipment.** Uniforms and related apparel torn or damaged while on duty shall be replaced by the Town. This expense shall be in addition to the annual clothing allowance.

C. **Weapons.** Service revolvers shall be paid for by the Town for each police officer. Type of weapon shall be determined by the Chief of Police. This expense is to be in addition to the annual clothing allowance.

D. **Ammunition.** The Town shall, at its sole cost and expense, supply each police officer with whatever ammunition is required, in the Chief of Police's discretion, to maintain the highest possible rating and to maintain the police officer's weapons readiness. This expense is to be in addition to the annual clothing allowance.

E. **Repair.** Repair of service revolvers shall be at the expense of the Town, if damaged while in the line of duty or during authorized target practice.

F. Upon hire, all employees shall receive an initial uniform and equipment allotment, as set forth in Appendix "B" attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Town or Chief of Police require additional uniforms and/or equipment, as set forth in Appendix "B", the Town shall provide, at no cost to the employee, those articles.

ARTICLE 8

INSURANCE

A. **Health.** All employees shall be eligible for membership in the State Insurance Plan; however, the Town reserves the right to substitute insurance carriers, self-insure, or a combination of the two, provided the schedule of benefits is to be substantially the same as the State Plan. Before the Town effectuates such a change, it will submit said anticipation plan or plans to the PBA, which will ascertain whether it believes the obligations under this section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under this section, the matter shall be submitted to binding arbitration pursuant to the arbitration clause contained in this Agreement. The Town may not substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision.

The Town shall contribute one hundred (100%) percent of the health insurance premiums of a family plan of employees and dependents, and/or for an individual employee(s).

B. **Life.** The Town shall provide life insurance to each police officer, payable to a beneficiary designated by him/her which shall be an amount equal to fifty thousand (\$50,000) dollars. The cost of life insurance shall be borne by the Town.

C. **Dental.** The Town shall provide, at its expense, a dental insurance plan for each police officer. The employee who opts for family coverage will pay the difference in the cost of family coverage.

ARTICLE 9

RETIREMENT

The Town shall provide to each police officer a retirement program which shall be the twenty (20) year Section 384(d) Retirement Plan of the New York State and Local Police and Fire Retirement System. The cost of such retirement plan is to be borne solely by the Town.

ARTICLE 10

PAID LEAVE

Each member of the force shall be allowed the following paid leave:

A. **Holidays.** All police officers shall receive twelve (12) unspecified holidays per annum, which days may be worked at regular rate of pay and a different day than a holiday may be taken.

In the event of separation from service of a police officer, aside from retirement (normal or accidental disability retirement) or death, prior to five (5) years service with the Town of Blooming Grove, holidays shall be paid on a pro-rata basis based upon the date in the calendar year when such separation occurs and, therefore, said holiday pay shall be pro-rated.

B. **Sick Leave.** Police officers shall receive twelve (12) sick days per annum, which leave may be accumulated to a maximum one hundred eighty (180) days.

1. The Town shall not impose unreasonable restrictions upon employees relative to confinement at home due to illness or recovery from injury. Should an employee believe a restriction imposed is unreasonable, he/she shall have access to the grievance procedure.

In the event an employee is absent for more than three (3) consecutive work days, not related to an injury pursuant to Section 207-c of the General Municipal Law, the Chief of Police or designee may request a doctor's and/or dentist's note for the absence.

2. During the last pay period in December, at the employee's option and provided that the employee has already accumulated thirty (30) or more unused sick days and maintains no less than thirty (30) days upon conversion, then, in that event, the Town shall pay such police officer dollar for dollar for each unused sick day, to a maximum of twelve (12) days, at the December pay rate for such police officer. For example, if in any calendar year a police officer uses no sick leave days and, further, has at least thirty (30) accumulated unused sick days as of December of that year, he/she may opt to get paid twelve (12) days of pay at that December rate of pay or any lesser number and continue to accumulate those days for which he/she does not opt to receive payment.

C. **Non-accumulated Personal Leave.** Police officers shall receive three (3) days of non-accumulated personal leave per calendar year with twenty-four (24) hour prior notice being a condition of the taking of leave.

After a police officer has commenced his/her fifth (5th) year of service with the Town, he/she shall be credited the following January 1st, and thereafter, with four (4) personal leave days.

D. **Bereavement Leave.** Police officers shall receive bereavement leave upon the death of a parent, spouse, child, sister, brother, parent-in-law, sister-in-law, brother-in-law, stepparent or grandparent. Such leave shall commence on the date of notification of death and shall not exceed four (4) workdays.

E. Upon the death of an aunt or uncle the police officer shall be granted the day off of the funeral, with pay.

Bereavement leave for relatives other than those limited above shall be at the discretion of the Chief of Police.

F. Effective January 1, 2002, an employee who is noticed and required to appear for any Jury Duty service, shall be released with pay from their regularly scheduled tour of duty that calendar day without charge to any other paid leave (i.e., vacation, holiday, compensatory time and personal leave). This release shall not include a mutual tour of duty switch between employees.

The employee shall provide a copy of the appearance notice upon receipt to the Chief of Police or designee.

The employee shall use the night before "call in" system, if available. The employee shall notify the Chief of Police or designee on whether or not they have to appear for Jury Duty for the following day, or are selected for jury service. In the event the employee is not required to report for Jury Duty, he/she shall report to their regularly scheduled tour of duty.

All fees paid to the employee for Jury Duty service, when released from their regularly scheduled tour of duty, shall be either endorsed over to or paid by the police officer to the Town.

Reimbursement from the court, for mileage, tolls, parking and/or meals paid for while on Jury Duty service, shall be retained by the employee.

At the completion of Jury Duty service, the employee shall provide from the court, if made available, a record of attendance to the Chief of Police or designee.

ARTICLE 11

VACATION

A. Police officers shall receive paid vacation time according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
Completion of 1 st year to completion of 4 th year	10 work days
Start of 5 th year to completion of 9 th year	15 work days
Start of 10 th year to completion of 19 th year	20 work days
Start of 20 th year and above	25 work days

A police officer who is hired during any calendar quarter during the year, shall be credited with vacation work days on a pro-rated basis the ensuing January 1st according to the following schedule:

<u>Hired</u>	<u>Number of Days</u>
January, February or March	8 work days
April, May or June	6 work days
July, August or September	4 work days
October, November or December	2 work days

All police officers hired on or before December 31, 1999, shall receive vacation based on their length of service of one (1) through four (4) years and five (5) through nine (9) years as follows:

A police officer who completes his/her first (1st) year of service, shall receive ten (10) vacation work days as set forth above on their anniversary date (date of hire), to use on or before December 31st of that year. On the following January 1st, that police officer shall be credited with ten (10) vacation work days for that year. When a police officer's length of service moves them to another level on their anniversary date (i.e.; start 5th year, 15 vacation work days), that police officer shall receive the five (5) days difference of vacation to use on or before December 31st of that year. On the following January 1st, that police officer shall be credited with fifteen (15) vacation work days for that year.

Thereafter, those police officers who move to another level of vacation entitlement, shall be credited the following January 1st with the number of vacation work days set forth above (i.e., start 10 years of service, 20 vacation work days). All current police officers who are at the start of their tenth (10th) through nineteenth (19th) years or twenty (20) years and above length of service, shall not receive the difference of vacation work days as set forth herein on their anniversary date. Those police officers shall be credited with the respected number of vacation work days on January 1st of each year.

A police officer hired on or after January 1, 2000 who is in their first (1st) year of service, shall receive a pro-rated amount of vacation work days as forth above (i.e., hired on July 15, 2000, that police officer would be credited with four (4) vacation work days on January 1, 2001). The ensuing January 1st that police officer shall be credited with the full ten (10) vacation

work days. Thereafter, that police officer shall be credited on each January 1st with the full number of vacation work days as set forth above.

B. Vacation time in excess of two (2) weeks not taken during a calendar year may, at the option of the police officer involved, be taken in additional compensation at the end of the year at the rate of forty (40) times hourly rate of pay for each five (5) day period or may be accumulated for not more than a year past the calendar year in which it was earned. If such vacation time is accumulated for one year and not used during that year in excess over two (2) weeks (ten [10] days), it shall be paid as additional compensation at the end of the carry-over year. If entitled, a police officer must take at least two (2) weeks' (ten [10] days) vacation in any one calendar year. If a police officer elects to receive payment in lieu of vacation, he/she shall notify the Town Supervisor prior to September 30th of the year preceding payment. Such police officer shall have the right to rescind his/her election to take such payment.

C. Vacation shall be selected by seniority in the November preceding the year in which it is to be taken. Each police officer may select vacations in blocks of four (4) days. If a police officer does not take continuous blocks of vacation, the police officer must pass to the next police officer in order of seniority, who will select and pass in the same fashion. Police officers may take up to five (5) single days as vacation to be scheduled with the approval of the Chief of Police.

ARTICLE 12

POLICE ORIENTED EDUCATION

The Town shall reimburse costs incurred by a police officer as follows:

Associate's Degree - The Town shall pay the full tuition for all courses, electives and labs taken by a police officer that is enrolled as a student towards an Associate's Degree in Criminal Justice and/or Police Science. Reimbursement shall be made to the police officer upon obtaining at least a "C" grade. In the event the course, elective or lab is graded with a pass/fail, the police officer shall be reimbursed upon obtaining a passing grade. Reimbursement shall not include books, publications or periodicals. The reimbursement cost per credit for the courses, electives and labs will be based on the then existing cost charged by the Orange County Community College.

Baccalaureate Degree - The Town shall pay the full tuition for all CORE courses taken by a police officer that is enrolled as a student towards a Baccalaureate Degree in Criminal Justice and/or Police Science. CORE courses shall be defined as those courses which are directly related to Criminal Justice and/or Police Science (i.e., New York State Penal Law). Reimbursement shall be made to the police officer upon obtaining at least a "C" grade. Reimbursement shall not include books, publications, periodicals or any electives that are not related to Criminal Justice and/or Police Science. The reimbursement cost per credit for the courses, electives and labs will be based on the then existing cost charged by a State University of New York (SUNY).

With the prior approval of the Chief of Police, a police officer enrolled in Empire State College or similar program shall also be reimbursed as set forth above.

ARTICLE 13

IN-SERVICE SCHOOLING

For the purpose of this Article, the term "in-service" schooling shall mean any course of study available to police officers, which course of study is given or sponsored by either:

1. New York State Police
2. The Municipal Police Training Council
3. Federal Bureau of Investigation
4. International Chiefs of Police Association
5. United States Justice Department
6. Orange County District Attorney's Office

All notices of the availability of in-service schooling received by the Town or the Chief of Police shall be posted immediately on the main bulletin board at the Blooming Grove Police Station.

The Chief of Police, in his discretion, with the approval of the Town Board, shall determine when any police officer shall be authorized to attend any such course. If authorized, the Town shall pay all reasonable and necessary expenses when attending an approved in-service training school other than a Basic Academy. Said expenses shall include the cost of any meal in an amount not to exceed \$12.00.

A police vehicle, if available, will be provided for transportation of police officers to schools or for other official business.

ARTICLE 14

HEALTH INSURANCE/RETIREMENT

A. Police officers currently employed have continuous coverage upon retirement paid by Town for the individual and family.

B. Police officers hired after December 16, 1986 shall have continuous health insurance coverage upon retirement with one hundred percent (100%) of the premium cost paid by the Town for individual coverage. The Town shall pay one hundred percent (100%) of the premium cost for both individual and family coverage upon the police officer reaching fifty (50) years of age.

C. Any employee who retires in the future will not be eligible for the Town Health Insurance Plan if a plan is available to that employee that is at least equal in benefits and costs. It is understood further that such an employee will be permitted back into the plan in the event that employee no longer is eligible for the alternate plan.

ARTICLE 15

GRIEVANCE PROCEDURE

In order to establish harmonious and cooperative relations between the Town and its Police Officers, which will enhance the police protection program of the Town, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, as they arise, and to assure equitable and proper treatment of police officers pursuant to established rules, regulations and policies of the Town. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. **Informal Stage.** The aggrieved police officer shall orally present his/her grievance to his/her immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved police officer. The immediate supervisor shall render his/her determination to the aggrieved police officer within five (5) days after the grievance has been presented to him/her. If such grievance is not resolved to the satisfaction of the aggrieved police officer at this stage, he/she may proceed to the formal stage(s).

B. **Formal Stage.** Within five (5) days after a determination has been made at the preceding stage, the aggrieved police officer may make a written request to the Town Supervisor or his/her designee with a copy to the immediate supervisor for review and determination. If the Town Supervisor designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination on his/her behalf.

The Town Supervisor or his/her designee shall render his/her determination within ten (10) days after the written statements have been presented to him/her.

C. **Board Stage.** The aggrieved police officer may, within five (5) days of the final determination of the Town Supervisor or his/her designee, make a written request to the Town Board with a copy to the Town Supervisor for review and determination. All written statements and records of the case shall be submitted to the Town Board.

The Town Board shall notify all parties concerned in this case of the time and place where an informal hearing will be held, and where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of the written request to the Town Board.

D. **Arbitration Stage.** After such hearing, if the police officer and/or the PBA is not satisfied with the decision at the Board Stage and the PBA determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Town Board within fifteen (15) days of the decision at the Board Stage.

Within five (5) days after written notice of submission to arbitration, the Town Board and the PBA will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from the said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association (AAA) in the selection of an arbitrator. The cost of the administration of this section, including fee expenses and the cost of selecting the arbitrator, if any, shall be borne equally by the parties.

The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearing has been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

The arbitrator shall have no power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of any terms of this Agreement.

The arbitrator's award will be final and binding on the parties.

The cost of administration of this section, including all fee expenses, shall be borne equally by the parties.

E. **Basic Principles.**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. All police officers shall have the right to be represented at any stage of the procedure by the PBA and/or its counsel, or by a representative of his/her own choosing.

3. All police officers who are participating in the grievance procedure, either as an aggrieved party or as a representative of the PBA, shall be allowed such time off from his/her regular duties as may be necessary without loss of pay or vacation or other time credits, providing such participation does not prevent the normal function of the Police Department.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. It shall be the responsibility of the Town Supervisor to give force and effect to these procedures. At such stage, it shall be the responsibility of the person to whom the grievance is submitted for determination to consider promptly each grievance presented to him/her to make a determination within the authority delegated him/her within the time specified in these procedures.

ARTICLE 16

MANAGEMENT RIGHTS

It is understood and agreed that the Town retains all the authority, rights and responsibilities possessed by the Town over the employee, under applicable laws and regulations and under the provisions of Article 10, Sections 150, 151, 152, 153, 154, 154a, 155, 156, 157 and 158 of the Town Law and subsequent amendatory legislation and the Rules and Regulations of the Blooming Grove Police Department as adopted by the Town

ARTICLE 17

NO STRIKES

The employee shall not engage in a strike, sit-in, massive sick call, nor cause, instigate, encourage or condone the same. The employee shall exert his/her best efforts to prevent and terminate any strike, sit-ins or massive sick call.

ARTICLE 18

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Town of Blooming Grove

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- (A) **Employer:** The Town of Blooming Grove
- (B) **Chief:** The Chief of Police of the Town of Blooming Grove

(C) **Claimant:** Any Police Officer of the Town of Blooming Grove who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.

(D) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.

(E) **Section 207-c Benefits:** Payment of regular salary or wages and medical treatment and hospital care mandated under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the employee was receiving health insurance when working. Additionally, the employee shall continue to accrue or be credited with sick leave, holiday pay, personal leave, vacation days and clothing allowance while he/she is on 207-c leave for their first (1st) twelve (12) months. Thereafter, the Employer shall retain the right to extend, up to three (3) months at a time, the accrual or crediting of sick leave, personal leave, vacation days and clothing allowance only.

Section 3. Application for Benefits

1. Department Incident Reports:

(A) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written department incident report with the Chief and Claims Manager within fifteen (15) calendar days after the injury or illness or within fifteen (15) calendar days after the Claimant should have become aware of the injury or illness. Upon good cause shown, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required fifteen (15) calendar days.

(B) The department incident report shall include the following information as available to the Claimant:

- (i) the time, date and place of the incident;
- (ii) a statement of the facts surrounding the incident;
- (iii) the nature and extent of the Claimant's injury or illness; and
- (iv) the name of any possible witnesses to the incident.

2. Application for benefits:

(A) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties shall file an application for benefits with the Claims Manager within fifteen (15) calendar days after the incident giving rise to the injury or sickness or within fifteen (15) calendar days after the Claimant should

have become aware of the injury or illness. Upon good cause shown an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required fifteen (15) calendar days.

(B) The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances:

(i) after filing the application, but before the determination of the Claims Manager and

(ii) as set forth in Section 11.

(C) All applications for Section 207-c benefits shall be in writing, using official application form(s), which shall include the following:

(i) the time, date and place where the injury or illness producing incident occurred;

(ii) a detailed statement of the particulars of the incident;

(iii) the nature and extent of the Claimant's injury or illness;

(iv) the Claimant's mailing address;

(v) the names of any potential witnesses; and

(vi) the name and address of all of the Claimant's treating physicians.

3. A department incident report and application for Section 207-c benefits may be filed by either the Claimant or by some other person on behalf of the Claimant where the Claimant's injury or illness prevents him/her from filing the department incident report or Section 207-c benefits application.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claim Manager's authority shall include, but not be limited, to the following:

(i) employ experts and specialists to assist in the rendering of the determination of eligibility;

(ii) require the production of any book, document or other record that pertains to the application, injury, or illness;

- (iii) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
 - (iv) require the Claimant to sign forms for the release of medical information that bears upon the application;
 - (v) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
 - (vi) do all that is necessary or reasonable in the processing of said application.
3. On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility by the Claims Manager shall be made within fifteen (15) calendar days, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, and the Chief within fifteen (15) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within fifteen (15) calendar days after mailing of the determination of Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:
- (A) Personal Leave
 - (B) Holiday Time
 - (C) Vacation

If the Claimant is granted Section 207-c benefits, the leave time used will be credited back to Claimant.

Section 6. Medical Examinations and Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, to determine if the Claimant is able to perform his/her regular duties or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims

Manager may also require a Claimant to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant that his/her benefits are being terminated pursuant to Section 10 of this Procedure, on the basis of the refusal. A Claimant contesting the termination must make a written request for a hearing to appeal to the Claims Manager within fifteen (15) days after mailing of the termination notice and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. Claimant shall cooperate in scheduling of the examination(s) and treatment, medical records to the injury or illness to the employee's examiner and in answering questions placed by the health care provider relating to the injury or illness.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases and shall be responsible for the filing of said reports. Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.
3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.
4. Any claim for surgical operations or physiotherapeutic procedures (i.e. chiropractic care or physical therapy) must be pre-approved by the Claims Manager unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.
5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Employer reserves the right to arrange for alternate methods for the Claimant to receive prescriptions, appliances and supplies (prescription drug card, for example).

Section 7. Light Duty Assignments

1. Any Recipient may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform light duty. Any Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.
2. A Recipient who disagrees with the order to report for light duty and has conflicting medical documentation that he/she is unable to undertake light duty shall submit the

medical documentation to the Claims Manager within fifteen (15) calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical evidence and within fifteen (15) calendar days of its receipt shall issue to the Chief and Recipient a decision as to whether the order to return to light duty shall be confirmed, modified or withdrawn. If the Recipient is dissatisfied with the decision he/she may, in writing, request a hearing to appeal from the decision within fifteen (15) calendar days after mailing of the decision of this procedure. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a Recipient who submits conflicting medical documentation with the order to report to light duty, until it is determined whether the Recipient is capable of performing the light duty pursuant to Section 11 of this procedure. Where a determination has been made by the neutral Hearing Officer that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty that employee's Section 207-c benefits shall be discontinued pursuant to Section 10 of this procedure.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
 - (i) requiring Recipient to undergo medical examination(s) and treatment by physician or medical providers chosen by the Claims Manager;
 - (ii) requiring Recipient to apprise the Claims Manager as to their current condition; and
 - (iii) requiring Recipients or any other involved parties to provide any documentation, books or records that bear on the Recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a Recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the Recipient in writing of the termination and reason for the termination. Notice of such termination and the reasons therefore shall be served by mail upon the Recipient and the Chief. If the Recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the neutral Hearing Officer with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer. The following individuals shall serve as Hearing Officers:
 - (A)
 - (B) Mutually agreed upon names to be inserted.
 - (C)

In the event the parties are unable to agree on mutually acceptable individuals to serve as Hearing Officers, the Hearing Officer shall be selected pursuant to Article 15, Section D of the Grievance Procedure.

The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officers next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within sixty (60) calendar days, the parties agree that the Hearing Officer who has the most available date will be assigned.

The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the persons whose reports were reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager so long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.

The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt, at no cost. The Hearing Officer shall render and submit to the Employer, with a copy to the Claimant/Recipient's representative, his/her written Final and Binding Opinion and Award within thirty (30) calendar days after the close of the hearing. Any such determination of the Hearing Officer shall be reviewable pursuant to the provisions of Article 75 of the

Civil Practice Law and Rules. The fees and expenses of the Hearing Officer shall be paid as follows:

- (i) the Employer shall pay all fees and expenses for the first (1st) day, or any part thereof.
- (ii) thereafter, the fees and expenses of the Hearing Officer shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received 207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.
2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.
3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.

ARTICLE 19

DISCIPLINARY PROCEDURE

In the event the Town determines that a written charge(s) is required, the Disciplinary Procedure shall be Section 75 and/or 76 of the Civil Service Law to all employees with at least one (1) year of service with the Town.

ARTICLE 20

SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 21

LEGISLATIVE ACTION FOR APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THAT ADDITIONAL FUNDS THEREFORE BE MADE AVAILABLE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The provision of said article, section or portion shall be retroactive to the date of this Agreement upon approval by the appropriate body.

ARTICLE 22

DURATION OF AGREEMENT

The Agreement shall become effective as of January 1, 2002 and shall terminate on the close of business on December 31, 2004, with the exception of those parts of the Agreement which are to become effective at such other time as are heretofore provided.

ARTICLE 23

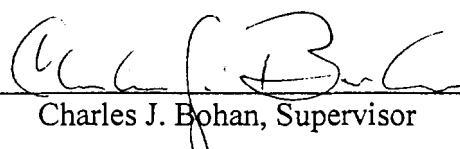
CONCLUSION OF AGREEMENT

A. The parties agree that if no agreement has been reached by midnight, December 31, 2004 that the terms of this Agreement will remain in effect until such time as there is a settlement between the parties hereto for the next ensuing year.

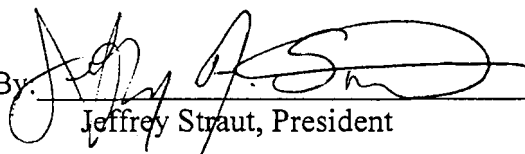
B. This Agreement is the entire agreement between the Town and the PBA and terminates all prior agreements and understandings and all negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to change or modify the terms and conditions of this Agreement through legislation or administrative action, or by any other means. Both parties agree to jointly support any legislation or administrative action necessary to implement the terms of this Agreement. The parties acknowledge that they have fully negotiated with respect to the terms of this Agreement and to the conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals by their respective representatives this 27 day of MARCH, 2002.

TOWN OF BLOOMING GROVE

By:  Date: 3/27/02
Charles J. Bohan, Supervisor

BLOOMING GROVE POLICE BENEVOLENT ASSOCIATION, INC.

By:  Date: 3/27/02
Jeffrey Straut, President

APPENDIX "A"

Effective as of January 1, 2002 the following Base Wage shall be followed with service construed to mean continuous employment in the Blooming Grove Police Department.

<u>Step</u>	<u>Length of Service</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
1	Starting	\$38,372	\$39,523	\$40,906
2	After 1 Year	\$40,800	\$42,024	\$43,495
3	After 2 Years	\$43,224	\$44,521	\$46,079
4	After 3 Years	\$45,653	\$47,023	\$48,669
5	After 4 Years	\$48,076	\$49,518	\$51,251
6	After 5 Years	\$50,509	\$52,024	\$53,845

A. The Detective/Investigator shall be paid a differential of 5% above their respective Step.

B. Each police officer covered by this Agreement shall be entitled to longevity pay in accordance with the schedule contained in this section based on years of continuous service in the Town of Blooming Grove Police Department. Such longevity pay shall be paid at the end of the calendar year.

<u>Step</u>	<u>Length of Service</u>	<u>1/1/02</u>
7	Starting 5 th year to completion of 9 th year	\$ 750.00
8	Starting 10 th year to completion of 13 th year	\$1,000.00
9	Starting 14 th year to completion of 17 th year	\$1,250.00
10	Starting 18 th year and above	\$1,650.00

APPENDIX "B"

All police officers shall be provided, at the Town's expense, his/her full initial uniform and equipment issue, which by agreement consists of the following minimum items:

- 4 long sleeve shirts
 - 4 short sleeve shirts
 - 4 pair of pants (all-season wear)
 - 1 Spring/Fall jacket (with liner)
 - 2 ties and 1 tie clasp
 - 1 raincoat (reversible)
 - 2 LAPD hats
 - 1 winter hat
 - 1 rain cover for hats
 - 2 pair of shoes
 - 1 pair of boots
 - 1 pair knee-hi rubber boots
 - 1 garrison belt
 - 1 bullet-proof vest * (replacement pursuant to manufacturer's specifications)
 - 1 hat shield
 - 24 Town of Blooming Grove PD patches
 - 2 name tags
 - 2 sets of collar brass
 - 2 police shields
 - 1 weapon/gun belt
 - 1 holster
 - 1 ammo case (double magazine capacity)
 - 1 semi-automatic service weapon, 9mm minimum
 - 2 spare ammo magazines
 - sufficient ammunition for maximum capacity of weapon and spare magazines
 - 1 handcuff case
 - 2 pair of handcuffs with keys
 - 1 nightstick
 - 1 nightstick holder
 - 5 belt keepers
 - 1 rechargeable MAG light flashlight
 - 2 pair of white dress gloves
 - 1 pair of black leather gloves
 - 2 V-neck navy blue commando style sweaters
 - 1 Sam Browne sash belt and keepers
 - 1 dress blouse
- * Replacement shall not be charged to uniforms and equipment allowance.

All police officers shall receive additional uniforms and equipment as required and determined by the Chief of Police or designee, at no cost to any police officer. Any and all such additional uniforms or equipment required shall become part of this minimum Appendix "B" for issue to existing and new police officers.