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AGREEMENT

between the

VILLAGE OF TARRYTOWN

and the

UNITED FEDERATION OF POLICE OFFICERS, INC.

on behalf of the

Tarrytown Lieutenants Bargaining Unit, Local 588

June 1, 2001 through May 31, 2006

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT to be effective on the 1st day of June, 2001, by and between the UNITED FEDERATION OF POLICE OFFICERS, INC. (Tarrytown Lieutenants Bargaining Unit), an incorporated association (hereinafter referred to as the "Federation"), and the VILLAGE OF TARRYTOWN, a municipal corporation (hereinafter referred to as the "Village") organized and existing under and by virtue of the Village Law of the State of New York.

WITNESSETH:

WHEREAS, the members of the Federation are employed by the Village as Lieutenants in the Police Department of the Village; and

WHEREAS, the Federation is recognized as the sole and exclusive negotiating representative for all Lieutenants of the Police Department of the Village of Tarrytown; and

WHEREAS, the parties hereto desire to cooperate in the stabilization of labor relations by establishing general standards of wages, services and other conditions of employment, and to provide for the peaceful resolution of disputes and grievances between the Federation and the Village without resort to strikes, lockouts or other interferences with the continued and smooth operation of the Police Department of the Village.

NOW THEREFORE, it is hereby mutually agreed as follows:

ARTICLE I - RECOGNITION

A. In accordance with the Public Employees' Fair Employment Act of 1967, the Village recognizes the Federation as the sole and exclusive negotiating representative for all Lieutenants employed by the Village of Tarrytown Police Department (hereinafter referred to as the "Bargaining Unit").

B. The Village shall deduct from the wages of Lieutenants in the Bargaining Unit and remit to the Federation regular membership dues.

C. Nothing contained herein shall be construed to deny any member of the Bargaining Unit his/her rights under the New York Civil Rights Law, the New York Civil Service Law or any other statute or regulation of the State of New York, the County of Westchester, or the Village of Tarrytown.

ARTICLE II - COMPENSATION

A. Promotions - All promotions shall be at the discretion of the Village, subject to the provisions of Civil Service Law.

B. Salaries -

1. Effective June 1, 2001, the salary of a Lieutenant shall be fifteen and one-half (15 ½%) percent over a Detective Sergeant less the stipend payment for individuals who have been a police officer for a minimum of twenty-four (24) years and a Lieutenant for a minimum of five (5) years.

2. If the Village eliminates the position of Detective Sergeant, then the wage for Lieutenants shall be fifteen and one-half (15 ½%) percent above the wage of Sergeant

for officers promoted to the rank of Lieutenant after June 1, 2001. The wage for Lieutenants promoted prior to that date shall remain at a rate equal to fifteen and one-half (15 ½%) percent above Sergeant plus the percent difference that existed between the Lieutenants and the Detective Sergeant at the time the position was eliminated.

C. Longevity Pay - Each member in the Bargaining Unit shall, on the anniversary date of the members' employment, be paid annual longevity payments in the manner as established in the bargaining agreement with the Tarrytown Police Association. The amount of such payment shall be equal to the annual longevity payment due the members of the Tarrytown Police association with equal years of service.

D. Overtime -

1. All members of the bargaining unit shall receive cash payment calculated in the manner as established in the bargaining agreement with the Tarrytown Police Association. Members may elect to receive compensatory time in lieu of cash payment for overtime worked, however, members may not accumulate, at any given time, more than eighty (80) hours of compensatory time for overtime worked. The taking of compensatory time shall be on written request of the member and approval of the Chief of Police, such approval not to be unreasonably withheld. No officer may request to be paid more than forty (40) hours of accumulated compensatory time during the twelve (12) months preceding his/her retirement from the Village.

2. Members who work overtime on off-duty time which is not contiguous to their scheduled work time shall be entitled to a minimum of three (3) hours pay at time and one-half (1.5) rate or time and one-half (1.5) for such overtime worked, whichever is more.

3. Members who are placed on stand-by shall be entitled to a minimum of two (2) hours pay at time and one-half (1.5) or time and one-half (1.5) for hours actually worked, whichever is more.

In the event that a member is placed on stand-by and the Village provides such member with a beeper, "3" above shall not apply, but such member, if called in, shall be entitled to two (2) hours pay at time and one-half rate or time actually worked, whichever is more. Travel time to the location designated for work shall be considered time worked to a maximum of one-half (.5) hour.

4. Members who work overtime for the July 4th Celebration between the hours of 6:00p.m. and 12:00 Midnight shall be entitled to two times (2x) their normal rate of pay for overtime worked between those hours.

ARTICLE III - VACATIONS

A. Each member in the Bargaining Unit shall be entitled to an annual work day vacation as set forth below:

After the following number of full years of consecutive service:

	Work Days
One (1)	Fifteen (15)
Five (5)	Twenty (20)
Ten (10)	Twenty-five (25)

B. Accumulated vacation time may be taken in whole or in part, at such time or times as the Chief of Police may determine.

ARTICLE IV - HOLIDAYS

A. In addition to annual salary, and based on the members' annual salary, each member shall receive cash payment for thirteen (13) paid holidays worked or not. Said thirteen (13) days pay shall be paid by separate check in the first pay period in December of each year.

B. For the purpose of this Article the thirteen (13) paid holidays shall be:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving
Independence Day (July 4)	Day after Thanksgiving
July 5th	Yom Kippur
Labor Day	Christmas Eve Day
	Christmas Day

C. Members who work or are scheduled to work and/or on vacation on any five (5) of the holidays enumerated in "B" of this Article shall, except members who are on sick leave, be entitled to eight (8) hours of compensatory time off. This compensatory time for holidays shall not be included as part of the eighty (80) hour bank established in this agreement for overtime work, but shall be credited to a Compensatory Holiday Time Bank. It is agreed and understood by the parties that the maximum Holiday Compensatory Time which may be earned by any member in any year (January 1 through December 31) shall be five (5) days.

D. Members may, upon written request to the Department, receive compensatory time off for any holiday worked. Such compensatory time off shall be subject to the approval of the Chief of Police, approval not to be unreasonably withheld.

E. Members shall receive cash payment, at the rate in effect on the date of the paid holiday, for any compensatory holiday time remaining in said holiday bank on December 31 of each year. Payment of such monies will be made by the Village in the month of January following the year in which such unused Holiday compensatory time was earned.

ARTICLE V - PERSONAL LEAVE

A. During the member's first fiscal year of promotion to the rank of Lieutenant, said member shall be entitled to the unused personal leave due him/her as a member of the Tarrytown Police Association bargaining unit. Members shall provide the Chief of Police with at least forty-eight (48) hours prior notice in taking of a personal leave day, except in the case of taking an emergency personal leave day. In the event a member uses three (3) emergency personal

leave days within a fiscal year, the Chief of Police may request the member provide a reason for the taking of any emergency personal leave in excess of three (3).

B. Starting on the first day of June after promoted, each member shall be entitled to five (5) personal days per year and if unused (to a maximum of two (2)), shall be paid in cash in the fiscal year (6/1 to 5/31) following the fiscal year of entitlement. If a member elects cash payment, it shall be paid in the last pay period of June of each year at the member's May 31 rate of pay.

C. Personal leave days shall not be cumulative and shall not be used as additional sick leave or vacation time.

D. Federation Business

The Delegate of the Federation, or his/her designee, may request up to five (5) days off in each contract year to attend to Federation business. Such requests shall be made upon reasonable advance notice to the Chief of Police, who shall not unreasonably deny such request.

ARTICLE VI - SICK LEAVE

Village may request a note from a physician after a member takes three (3) consecutive days of sick leave or from a member who has shown a pattern of misuse in the taking of sick leave. In either case, if the Village requests a physician's note the Village shall reimburse the member that portion charged by the physician not paid by the Village's health insurance carrier. A misuse of sick leave may be grounds for disciplinary action.

ARTICLE VII - TWENTY YEAR RETIREMENT

A. The Village shall continue in effect the optional Twenty Year Retirement Plan for Police pursuant to Section 384 (d) of the Retirement and Social Security Law of the State of New York, the full cost of which Plan shall be borne by the Village.

B. The Village acknowledges having heretofore made the election set forth in Section 375(i) of the Retirement and Social Security Law of the State of New York.

ARTICLE VIII - MEDICAL, LIFE INSURANCE AND DENTAL PLAN

A. Medical Insurance

The Village shall offer all members in the Bargaining Unit the opportunity to participate in the New York State Health Insurance Program which includes expanded Blue Cross, Prescription Plan and Major Medical insurance coverage, which participation shall be on a non-contributory basis. The Village shall contribute for each member who wishes to participate the equivalent of 100% of the individual cost and 100% of the dependent cost.

B. The Village may change health insurance carriers provided that such new carrier provides at least benefits comparable to the benefits now being provided. The Village shall inform the Federation of their intent to switch carriers at least thirty (30) days prior to such switch, notification shall be written.

C. If a member does not choose to participate in the health insurance coverage, the Village will grant the member \$1000.00 per year in two equal installments. Payment shall be received by said member in June and December.

D. Welfare Plan

The Village will contribute to the program chosen by members of the bargaining unit for the purpose of providing welfare benefits to the members of the Bargaining Unit covered by this Agreement, and their eligible dependents. The monthly contribution per bargaining unit member shall be equal to the monthly payment made per member each year in the agreement between the Village of Tarrytown and the Tarrytown Police Association.

1. Should the cost of the Welfare Plan exceed the contribution above, the member shall be responsible to pay for the difference. Family coverage shall only be provided to members of the Bargaining Unit with families eligible for coverage.

2. If the full amount is not needed to continue the current programs then the Village shall pay only the amount needed to continue the current programs, but in no event shall the Village be required to pay more than the amounts set forth herein.

ARTICLE IX - ANNUAL WORK DAYS

Members shall work a duty schedule which reflects an average of 243.33 work days per year.

ARTICLE X - CLOTHING ALLOWANCE

A. Members shall be entitled to the same annual payment per fiscal year for purchase and maintenance of duty apparel as set forth in the agreement between the Village of Tarrytown and the Tarrytown Police Association and shall be subject to the same terms as set forth in the agreement with the Tarrytown Police Association.

B. In addition, all members in the Bargaining Unit who are in need of a new leather winter coat called for under the Uniform Standards, shall be entitled to the same amount of payment by the Village toward the cost of such leather coat as set forth in the agreement between the Village and the Tarrytown Police Association. Said replacement will occur at the discretion of the Police Chief.

C. In the event of a change in uniform ordered by the Village, the Village shall assume 100% of the cost of the initial issue of such uniform.

D. In the event that a member's uniform is damaged or destroyed in the line of duty, the Village shall pay the cost of repair or replacement upon verification that the uniform was damaged or destroyed in the line of duty.

E. In the event that a member's personal property is damaged or destroyed in the line of duty, the Village shall pay the cost of the needed repair or replacement upon verification that the damage or destruction occurred in the line of duty. The Village's liability shall be limited to fifty (\$50.00) dollars per member, per incident, but not to exceed one hundred (\$100.00) per member, per fiscal year.

F. The parties agree that the issue of "bulk" purchase of uniforms for members of the bargaining unit shall be reviewed by the Labor/Management committee. It is further agreed that participation in "bulk" purchase shall be at the option of the individual member and shall in no way effect Clothing Allowance entitlement as set forth in A and B of this Article.

ARTICLE XI - DISPUTES

A. Objective

It is the declared objective of the parties to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of disputes.

B. Definitions

1. "Lieutenant" shall mean any person employed by the Village included in the bargaining unit hereinbefore defined or any number of such persons similarly affected by an alleged grievance.

2. "Grievance" shall mean a complaint by the Village or by a bargaining unit member(s) or by the Federation through its officers, that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to:

(a) any matter as to which the Village is without authority to act, or

(b) any matter governed by a statute of the State of New York or the County of Westchester; or

(c) the hiring, firing or promotion of a bargaining unit member other than as set forth in Article II, Section A.

C. Informal Stage

All grievances shall be presented for adjustment, in the first instance, to the Village Administrator (which shall be deemed also as notice to the Mayor) provided, however, that they shall be presented, if at all, within ten (10) days from the time when the Village, a bargaining unit member or the Federation becomes aggrieved and a decision thereon shall be rendered within ten (10) days thereafter.

D. Formal Stage

Within ten (10) days after a determination has been made at the Informal Stage, any party, if he/she so elects, may submit the matter to final and binding arbitration before either the American Arbitration Association, or the Public Employees Relations Board (at the option of the party so submitting), in accordance with the rules of the American Arbitration Association or Public Employees Relations Board (as the case may be) then prevailing.

E. Basic Principle

1. An aggrieved bargaining unit member, the Federation and the Village shall have the right to be represented at any stage of the Disputes Procedure herein set forth by a person of his/her own choice.
2. An aggrieved bargaining unit member, the Federation and the Village shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination and/or reprisal.
3. All proceedings hereunder shall be confidential unless requested otherwise by the aggrieved party.
4. All decisions hereunder shall be in writing and shall set forth the facts found and conclusions reached.

ARTICLE XII - BEREAVEMENT LEAVE

A. Members of the Bargaining Unit shall be entitled to four (4) work days bereavement leave in the event of the death of a family member.

B. For the purpose of this Article "Family" shall be defined as the member's or the member's spouse's:

- | | |
|--------------------------------|-------------|
| mother | sister |
| father | brother |
| child | grandmother |
| spouse | grandfather |
| guardian (legal or unofficial) | |

ARTICLE XIII - EDUCATIONAL EXPENSES

A. Effective for January, 1992 semester, the Village shall pay the cost of tuition and books in connection with members' attendance of college for the purpose of taking job-related courses leading to a Bachelor's Degree in Police Science or Criminal Justice.

B. The Village's maximum tuition payment for an Associate Degree and/or freshman and sophomore years leading to a Bachelor's Degree shall be as follows:

1. Maximum of three (3) courses per semester, maximum of two (2) semesters per year.
2. The maximum payment for tuition per member by the Village shall be the average cost of tuition at Rockland and Dutchess and Westchester Community College per course taken.
3. The cost of required books.
4. Members are not required to attend courses at the institutions set forth in "2" above, but tuition payment by the Village shall be the average tuition cost per course of those three (3) institutions.

C. Effective for the January, 1992 semester, after the member attains an Associate Degree

and/or completes the freshman and sophomore years toward a Bachelor's Degree and is working toward a Bachelor's Degree, the Village's maximum payment for tuition shall be as follows:

1. Maximum of three (3) courses per semester, maximum of two (2) semesters per year.
2. The maximum payment for tuition per member by the Village shall be the average cost of tuition at Mercy College, Iona College and Pace University per course taken.
3. The cost of required books.
4. Members are not required to attend courses at the institutions set forth in "2" above, but tuition payment by the Village shall be the average tuition cost per course of those three (3) institutions.

D. The Village will also pay for any language job-related course (accredited or non-accredited) subject to the approval of the Chief of Police.

E. For the purpose of this Article "Student Fee" shall be considered as part of tuition cost.

ARTICLE XIV - TERMS AND CONDITIONS

A. The parties agree that the terms and conditions of employment set forth in this Agreement are effective June 1, 2001.

B. The parties further agree that effective June 1, 2001, and each June 1 thereafter to the expiration date of this Agreement (May 31, 2006) any change in benefit and/or term and condition of employment that is negotiated into the collective bargaining agreement between the Tarrytown Police Association and the Village of Tarrytown shall be deemed as contained in this Agreement and shall be effective in this Agreement effective on the date such benefit and/or term and condition of employment becomes effective for the members of the Tarrytown Police Association bargaining unit.

ARTICLE XV - EXISTING BENEFITS

A. The Village shall not diminish or otherwise limit any benefit with respect to the terms and conditions of employment enjoyed by the members of the bargaining unit prior to the commencement of this agreement.

B. Retired police officers shall continue to receive the benefits previously provided for them without diminution.

ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall become effective as of June 1, 2001 and shall terminate at the close of business on May 31, 2006.

ARTICLE XVII - SEPARABILITY

Should any part hereof or any provision herein contained, except as may be provided in Article II hereof, be rendered or declared illegal or an unfair labor practice by reason of an existing or subsequently enacted legislation or any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties, upon demand of the Federation, agree to immediately meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XVIII - NO-STRIKE PLEDGE

The Federation and the Village declare their adherence to the principle that differences between them shall be resolved by peaceful and appropriate means without interruption of essential public services. The Federation, therefore, agrees that there shall be no strike, work stoppages, or other concerted refusal to perform work by personnel covered by this Agreement nor any instigation thereof. Neither the Federation, its officers or directors, nor any member of the Bargaining Unit shall assert the right to strike against the Village, or shall advocate, assist or participate in any such strike or impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE XIX - REQUIRED LEGISLATIVE ACTION

THE PARTIES AGREE THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XX - MATTERS NOT COVERED

The parties agree that to the extent agreement is possible on negotiable items it has been reached in this Agreement and that negotiations will not be reopened on any item, whether or not contained herein, during the term of this Agreement, except in accordance with Article XVII hereof.

ARTICLE XXI - MANAGEMENT RIGHTS

Except as limited by the provisions of this Agreement, all of the authority, rights and responsibilities of the Village are retained by it, including the sole right to conduct the business of and carry out the mission of the Village of Tarrytown Police. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this Agreement.

ARTICLE XXII - PAYMENT OF WAGES

A. Annual salaries shall be paid on a bi-weekly basis.

IT IS WITNESS WHEREOF the parties hereto have affixed their hands and seals this day of _____, 2004.

UNITED FEDERATION OF POLICE OFFICERS, INC.

BY: _____ Date: _____
Ralph M. Purdy, President

BY: LT. Donald McGee Date: 2/26/04
Delegate, Tarrytown Lieutenants Bargaining Unit

VILLAGE OF TARRYTOWN

BY: _____ Date: _____
Mayor