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**Contract Database Metadata Elements**

**Title:** Newark, Village of and Village of Newark Police Unit #9108, CSEA Local 1000, AFSCME, AFL-CIO, Wayne County Local 859 (2016)

**Employer Name:** Newark, Village of

**Union:** Village of Newark Police Unit #9108, CSEA, AFSCME, AFL-CIO

**Local:** Wayne County Local 859, 1000

**Effective Date:** 06/01/2016

**Expiration Date:** 05/31/2020

**PERB ID Number:** 7694

**Unit Size:**

**Number of Pages:** 44

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AGREEMENT

by and between the

VILLAGE OF NEWARK

and

CSEA, LOCAL 1000 AFSCME, AFL-CIO

Village of Newark Police Unit #9108
Wayne County Local 859

June 1, 2016 – May 31, 2020

6/1/16 - 5/31/20
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THIS AGREEMENT is made pursuant to Article 14 of the Civil Service Law of the State of New York and entered into as of the 1st day of June, 2016 between the Village of Newark, New York, hereinafter referred to as the “employer” and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Local 859, Newark Police Unit, hereinafter referred to as the “union”.

ARTICLE 1—RECOGNITION

Section 1—Union Recognition

The employer recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the term of this agreement for the employees in the following job classifications: Sergeant, Acting Sergeant, Officer-In-Charge (OIC), Investigator, Patrolman, and Stenographer. The Chief, part-time, seasonal and auxiliary shall be excluded from the bargaining unit. (Amended 2016)

Section 2—Non-Strike

The union affirms that it shall not cause, instigate, encourage, or condone a strike against the village. The union further affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon members of the bargaining unit to conduct assists or participate in such a strike.

ARTICLE 2—DUES CHECK OFF

Section 1—CSEA Dues

The employer shall deduct from wages of employees and remit to the Civil Service Employees Association, Inc., regular membership dues and union sponsored insurances. CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wages or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Ave, Albany, N.Y. 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.
Section 2 - CSEA Dues deducted bi-weekly

Said payroll deduction shall be made on a bi-weekly basis.

Section 3 – Employee Names & Positions

The employer shall furnish the union president with a complete list of names, home addresses, work locations and positions titles of all employees in the bargaining unit covered by this agreement and will, within thirty (30) days after the end of each pay period, furnish the union with a listing of the names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

Section 4 – Hold Harmless

It is understood and agreed that the union will hold the employer harmless from any and all liability, which may arise from or through the administration or implementation of this article.

ARTICLE 2A - DEFINITIONS

Section 1 – Definitions

1) Discipline - Discipline includes any written reprimand, reduction in compensation, demotion in salary grade, imposition of a fine or suspension, which the Village seeks to impose on a Unit member as a penalty for misconduct or incompetence.

2) Discharge – means termination from service as an employee of the Village or of a unit member represented by the Union.

3) Department – Village of Newark Police Department.

4) Chief – Chief of Police.

5) Union – CSEA, Local 1000 AFSCME, AFL-CIO, Wayne County Local 859, Unit 9108.

6) Representative – means any person designated by the Union to act on behalf of a grievant and/or Union.

7) Employer – Village of Newark, Appointing Authority.

8) Employee – any member covered by the CSEA Union.

9) Departmental Seniority - date of hire with the Village of Newark as a police officer.

10) Title/Rank Seniority – length of continuous service since the date of permanent promotion to the specific title/rank with Village of Newark.
ARTICLE 3 – SENIORITY

Section 1 – Definitions

Departmental seniority shall be defined as the length of continuous service with the Village of Newark; title/rank seniority shall be defined as the length of continuous service from the date of permanent full time appointment by civil service within the assigned title/rank with the Village of Newark.

(Amended 2008)

New Employee – Those employees hired that are not certified by New York State as a police officer.

(Amended 2008)

Prior Law Enforcement Experience – A police officer hired with previous experience as a New York State certified full time police officer and is currently employed with another agency or within the previous 3 years. ** Part time law enforcement experience of any type or classification will not be credited towards departmental seniority, longevity, vacations or any other benefits of the collective bargaining agreement which are based upon years of service ** (Amended 2008)

Section 2 – Probation Period

Newly Certified Employee:
Upon becoming certified by New York State as a police officer, new employees will move to “Step 1” rate of pay.

All new employees shall be considered as probationary for the first full year of their employment subsequent to qualification and selection from a Civil Service list and upon successful completion of basic police school training and certified as a New York State certified police officer. When an employee completes his probationary period, the employee will be placed on the seniority list in accordance with their date of hire. There shall be no seniority among probationary employees. Probationary employees may be discharged or disciplined, in accordance with the Wayne County Civil Service Rules. Nothing in this Article shall require the employer to continue the employment of an employee who fails to qualify for permanent appointment, as certified by the New York State Training Council. (New 2016)

Failure to successfully complete basic training school will result in the termination of employment with the Village of Newark

(New 2008)

Prior Law Enforcement Experience:
Prior Law enforcement experience will start at the “Step 2” rate of pay.
Probationary period for officers with prior law enforcement experience will be 1 year at which time permanent appointment will be given.  
(Amended 2016)

Section 3 – Breaks in Continuous Service

An employee’s continuous service record shall be broken by:
   a) a voluntary quit;
   b) discharge for just cause;
   c) retirement;
   d) failure to report for work for ten (10) consecutive workdays without notification to the employer of the reasons for such absence shall be considered a voluntary quit beginning on the first day of such absence;
   e) failure to return from a leave of absence on the scheduled date for return, unless the employee has notified the Chief and has a good cause for failure to return as scheduled;
   f) Has not been employed due to sick leave for a period of twelve (12) calendar months, or the expiration of credited or granted sick leave, whichever is greater.

Section 4 – Layoffs and Recalls

A. During the term of this agreement, the parties agree that current employees on the payroll prior to June 1, 2012 will not be subject to Layoff” (Amended 2012)

B. The requirements of the New York State Civil Service Law shall pertain to layoffs, recalls and appointment to vacant positions.

C. The Investigator position is a civil service classified competitive title position.

D. The Village shall give the affected employee(s) and the Union President a sixty (60) day notice prior to date of layoff. The affected employee(s) shall be paid the balance of accrued vacation and holiday pay that would be accrued at the date of layoff, on the date of layoff notice.

Section 5 – Placement on Seniority Roster

If two (2) or more employees are hired on the same date, their relative seniority shall be determined by their rank on the Civil Service list.

Section 6 – Seniority Roster

The employer shall provide, within sixty- (60) days from the execution of this agreement, a seniority roster, which shall be posted on all bulletin boards for thirty - (30) days and shall show the date of hire and the seniority by rank of all employees.
All employees shall have this thirty-(30) day period within which to appeal their proposed seniority date of hire. Any date not appealed at the end of this thirty-(30) day period automatically becomes the employee’s seniority date of hire. *(Amended 2003)*

**ARTICLE 4 - PROMOTIONS**

Section 1- Posting of Promotional Announcement

When a promotional opportunity exists within the department, the employer will be responsible for distributing and posting the announcement of such promotional opportunity on all designated bulletin boards at least ten (10) days prior to the day they are to be filled. Announcements of such vacancies shall contain the title of the position to be filled, minimum qualifications required for appointment and the number and locations of the promotions.

Section 2 – File for Promotional Postings

When such promotions are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore with the Chief of Police; provided however, that such notices must be filed within ten (10) days following announcement of the promotional opportunity. *(Amended 2013)*

Section 3- Promotional Interview

When interviewing unit members for promotional or special detail assignments, the Chief or designee may form a committee to conduct interviews. All employees meeting the minimum qualifications for higher classified or special detail assignments and express interest by signing up for said positions will be provided an interview for such position. *(New 2008)*

Section 4 - Investigators

The title/rank of Investigator is a competitive civil service position.

Two Investigators shall be assigned to cover investigations. *(Amended 2016)*

The Village of Newark may create other investigator positions.

The Union and the Village shall meet to discuss the specific duties of newly created Investigator positions.

Management reserves the right to utilize investigators in out of class investigations. *(Amended 2003)*
ARTICLE 5 – WORKDAY AND WORKWEEK

Section 1 – Definitions

For the purpose of this Article, the term “Officer” is defined as Uniformed Officer holding the rank of Sergeant or Patrolman and does not include the titles of Investigator, Captain or the Chief of Police. (Consent Award – Arbitrator Bantle 02/18/2011)

Section 2 – Workday / Workweek / Minimum Staffing

For the safety of the Village residents and the employees of the Newark Police Department, it is agreed that every shift shall be staffed by a minimum of two (2) officers inclusive of the shift supervisor. While most shifts are generally staffed by three (3) or more persons, it is agreed that in the event that an individual cannot report for his/her assigned shift, that the Chief or designee will fill the vacancy if circumstances dictate because of call volume or other factors as may be determined. When this occurs, the shift supervisor will provide the basis for the call-in. It is understood that generally, during the year additional personnel may be warranted. (New 2008)

A. The normal workday shall consist of eight (8) hours inclusive of a twenty (20) – minute meal period.
B. The workday will begin at 12 a.m. (midnight) and end at 11:59 p.m.

Shift Bidding: During the month of October each year, between the 1st through the 10th, all shifts will be open for bid. New shifts will be effective January 1st of each year.

Employees can only bid on another shift.
Shift bidding is based upon Department seniority within Title/Rank. Employees may not bid on a slot within the same shift.

Section 3 – Work Schedule

Effective June 1, 1994, the work schedule shall consist of four (4) consecutive days followed by a minimum of two days (48 hours) off.

The union and employer agree to meet at quarterly intervals, mutually agreed upon, during the term of this agreement, to discuss the four-days-on/two-days off work schedule. Such meetings shall not be negotiating sessions, but shall be open to discussion of any problems reasonably related to the administration of such work schedule.

The work schedule shall be posted a minimum of seven (7) days prior to the start of the schedule.
The relief shift shall be limited to a maximum of 1 sergeant and three (3) patrols officers with one sergeant working regularly scheduled swing shift. Changes in an officer’s schedule shall not be made on his/her pass days.

The Senior Stenographer’s hours shall be as follows:

Winter hours: eight hours per day, five (5) consecutive days on, two (2) consecutive days off. (Monday – Friday)

Summer hours: eight (8) hours per day, four (4) consecutive days on, three (3) consecutive days off. (Tuesday – Friday)

Investigators shall work eight (8) hours per day, five consecutive days on (Monday through Friday) and two (2) consecutive days off (Saturday & Sunday). The investigator working special details shall work days & hours by mutual agreement with the administration taking into consideration ongoing investigations.

(Amended 2016)

Effective June 1, 2008, each investigator shall receive a three percent (3%) increase to their 2007/2008 base rate, with such increase to be applied prior to the adjustment set forth in Section 9.1 (New 2008)

By working 17 additional days (136 hours) by working the 5-2 schedule, each investigator shall receive a one – time salary adjustment in base salary of 7% effective June 1, 2000, with such increase to be applied prior to the adjustment set forth in Section 9.1.

**Section 4- Shift Vacancies**

The employer will distribute and post shift vacancies on all designated bulletin boards a minimum of ten (10) days prior to the day they are to be filled.

Employees who wish to be considered for such vacancies shall be allowed to file appropriate notice with the appointing authorities, within ten (10) days of the announcement of the vacant shift(s).

Department Seniority within Title/Rank shall be the determining factor in shift assignments, provided that assignment by seniority does not interfere with police services as determined by the Chief of Police. Other factors to be considered in shift assignment shall include, but not limited to, the Officers experience, the need for training or supervision, and utilization of special skills, training or expertise.

(Amended 2016)

Once a shift has been selected and assigned to an officer, he may not change that shift without approval by the Chief, except by transferring into a vacancy subject to the above criteria, or by annual shift bidding. Also, the officer’s shift shall not be changed without his agreement, except for the reasons set forth
Section 5 – Relief Shift 4-Hour Rule

Reasonable efforts will be made to avoid changing the starting times of the employee(s) regularly scheduled to work the relief shift by more than four (4) hours. It is understood that this provision is not assurance that the starting times for such employees shall not be changed by more than four (4) hours, but is intended that the Village will make reasonable efforts to avoid such changes.

ARTICLE 6 – DISCIPLINE PROCEDURE

The union and employer agree that the provisions of Section 75 of the Civil Service Law shall be followed in all matters dealing with discipline or discharge of employees as therein defined.

The employer and the union shall mutually select a hearing officer to conduct hearings upon stated charges, or if they are unable to reach agreement, the Public Employment Relations Board will be requested to submit a list of seven (7) persons from its list of arbitrators to serve as a Section 75 hearing officer. The parties shall mutually select the person from such panel, or if no agreement can be reached, shall alternatively strike names until one name remains who shall be requested to serve as the Section 75 hearing officer.

The individual selected who accepts the appointment shall function with the same authority, responsibility, power and limitations as an individual designated by the appointing authority under Section 75 to conduct a disciplinary hearing.

The expenses of such hearing officer and any accompanying expenses, including the expense of a transcript, incurred in the conduct of the hearing shall be shared evenly by the employer and the union.

The Village shall render final decision. The employee and the union retain all rights accorded an employee under Section 75 and Section 76 of the Civil Service Law.

ARTICLE 7 – EMPLOYER RIGHTS

The employer retains the right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered and the methods, processes and means used in operating its business and services and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business, supplying its services shall be performed by employees covered by this agreement; to maintain order
and efficiency in all its department and operations, including the right to
discipline, suspend and discharge employees for reasonable cause; to hire,
layoff, assigns, transfer, promote and determine the qualifications of employees;
to determine the starting and quitting times and the number of hours to be
worked, subject only to such regulations governing the exercise of these rights
as are expressly provided in this agreement, or provided by law.

**ARTICLE 8 – UNION RIGHTS**

**Section 1 - Union Rights**

The union shall have sole and exclusive rights with respect to other employee
organizations to represent all employees in the heretofore-defined bargaining
unit in any and all proceedings under Public Employee’s Fair Employment Act
and under the terms and conditions of this agreement; to designate its own
representatives; to direct, manage and govern its own affairs; to determine
those matters, which the membership wishes to negotiate and to pursue all
lawful objectives free from any interference, restraint, coercion or discrimination
by the employer or any of its agents.

**Section 2 - Non Union Discrimination**

The employer and the union agree that there shall be no discrimination,
interference, restraint, or coercion against any employee because of his
membership or non-membership in the union or because of any lawful activities
on behalf of the union.

**Section 3 – Union right to Post notices**

The union shall have the right to post notices or other communications on space
reserved by the employer on the Police Department bulletin board.

**Section 4 – Union Representative allowed access**

The union staff representatives shall be allowed to meet with individual
employees on the job, providing that no interruption in services is caused by
such meeting.

**Section 5 – Union Business**

The Union shall have the right to use up to forty (40) hours per fiscal year for
Union related business. Contract negotiations shall not count against
the forty (40) hours. *(Amended 2008)*

**Section 6 – Rules & regulations**

The employer shall provide each employee in the bargaining unit with a copy of
the rules and regulations of the Police Department of the employer.

Section 7- Union officers

The union shall notify the Police Chief, in writing, of the names and titles of all union officers. Such list shall be provided annually, and updated during the course of the year in the event that any change is made in the person occupying any position as a union officer.

ARTICLE 9 - REMUNERATION

Section 1- Bi Weekly wages formula

Effective 6/1/2016, all employees covered by this agreement shall receive the following annual salary. The biweekly wages shall be determined by the following formula – 14/365 multiplied by the annual salary. The hourly rate for all employees except the investigators shall be determined by dividing the annual salary by 1944 hours. The hourly rate for all investigators shall be determined by dividing the annual salary by 2080 hours. (Refer to Appendix “B” for salaries and classifications).

Effective June 1, 2016 the 2016-2017-salary schedule shall be increased by two and three-quarter percent (2.75%).

Effective June 1, 2017 the 2017-2018-salary schedule shall be increased by two and one-half percent (2.50%).

Effective June 1, 2018 the 2018-2019-salary schedule shall be increased by two and one-half percent (2.50%).

Effective June 1, 2019 the 2019-2020-salary schedule shall be increased by two and one-quarter percent (2.25%).

Section 2 – Employee Rates

New Employee Rates:

Upon becoming certified by New York State as a police officer, new employees will move to the “Step 1” rate of pay. Upon successful completion of the probationary period, employees at “Step 1” shall move to Step 2”. Upon completion of one (1) year of service at “Step 2”, employees in this classification shall move to “Step 3”.

Prior Law Enforcement Experience Rates:
Prior Law enforcement experience will start at the “Step 2” rate of pay. Upon completion of one (1) year of service (date of hire) at “Step 2”, employees in this classification shall move to “Step 3”.

- 14 -
Sergeants Rate:

The base rate of pay for Sergeants shall be 15% above the base rate of pay for Patrol Officers. (Exclusive of longevities and degrees) *(Amended 2008)*

Section 3 – Field Training Officer (FTO)
The following terms and conditions shall apply to the Field Training Officer:

A) This agreement recognizes the unique responsibilities imposed upon a member assigned to train and mentor new Members with further understanding that the required documentation for such training must be accurate and complete. It is further understood that to properly train, mentor and document said training, additional time beyond the normal 8 hour shift generally worked by the FTO.

B) It is further agreed that the FTO will be assigned at the discretion of the Chief of Police and that such decision will be made in the best interest of the Village and the Police Department.

C) Unit members designated as an FTO shall have successfully completed the New York State mandated training for the position of FTO and be certified by the NYS Division of Criminal Justice Services.

D) The Unit Member(s) assigned to actively perform the duties of a Field Training Officer shall be allowed to claim 1 hour per day for each 8-hour day the FTO is assigned to train and or mentor a Member in training or a lateral transfer. This time will be in addition to the regular workweek and shall be based on the employee’s regular rate of pay. *(MOA dated 7/2014)*

Section 4 – Deferred Compensation

The Village shall, during the term of this Agreement, provide for a tax-deferred payroll plan that is chosen by the employees.

Section 5 – Degree/Retention Incentive

The employer will pay $900.00 for AS degree and $1,200 for BS degree, to be included in the employee’s base rate of pay. Military service of two (2) years or more shall be considered as equivalent to an AS degree. *(Amended 2012)*

The employer will pay a $500.00 retention incentive to employees not qualifying for the above Degree/Military Incentive, to be included in the employee’s base rate of pay. *(New 2012)*

Section 6 – Overtime

All overtime shall be distributed as equally as possible among all employees, provided however, that the Chief of Police may in his discretion and to provide supervision, require that Sergeant or Investigator be granted the overtime to oversee special details or assignments. A probationary employee assigned to a Field
Training Officer (FTO) program is not eligible for scheduled overtime until they complete the program. *(Amended 2016)*

All time worked which is required and approved by supervision beyond an employee’s normal schedule in each payroll period or in excess of eight (8) hours per workday or “call in” shall be compensated by (a) one and one-half (1½) the employee’s hourly rate or, (b) compensatory time off at the rate of one and one-half (1½) the amount of time worked by the employee. Paid sick leave and vacation days shall be considered as time worked for purposes of this section.

Employees choosing payment for overtime shall be paid in the pay period when earned.

Compensatory time off must be the option of the employee. The employee may accumulate up to sixty-four (64) hours of compensatory time and use this time when the work schedule permits. Minimum amount of compensatory time that can be taken is four (4) hours, with a sixty-four (64) hour maximum.

Officers called in for duty after termination of their shift shall be compensated as stated above for a minimum of three (3) hours. Court appearances, hearings, and similar functions requiring the employee’s presence are considered as a “call-in” situation. The same procedure shall be used to fill unfilled posted shift coverage overtime with the affected on-duty uniformed officer given notice that he/she may be mandated to work. *(Amended 2012)*

With consideration of Article 5 Section 1 of the agreement, when an officer calls in to request sick leave, or other paid leave with extenuating circumstances, prior to the start of their shift, the sergeant/shift supervisor shall canvass the remaining officers on duty to fill the open shift. If there are no volunteers, the officer with the least amount of overtime worked will be mandated to stay for a minimum of four (4) hours. This officer shall have the option to work the entire shift; however, they must inform the sergeant/shift supervisor within one (1) hour of the notification as to whether they will work the entire shift.

If the officer assigned to work the overtime chooses not to work the entire eight (8) hour shift, the sergeant/shift supervisor shall canvass officers from the next shift to fill the remainder of the open shift. If there are no volunteers, the officer with the least amount of overtime worked will be mandated to report to duty four (4) hours prior to the start of their regular shift. *(New 2008)*

Members will only be offered payment and not compensatory time off for all overtime associated with special details paid by outside funding sources and grants that do not reimburse the employer for compensatory time (i.e. BUNY, Stop DWI, Newark School District, etc.), which overtime shall be posted as “non-compensatory time off overtime.” *(New 2012)*

Employees may request pre-scheduled overtime with approval for which the employee will receive a minimum of one (1) hour pay at the appropriate rate. *(New 2012)*
Section 7 – Waiver for Special Training Overtime

In circumstances when the department requires an employee with special training or certification (i.e. K9, Evidence Technician, Hostage Negotiations) the overtime procedure is waived, unless more than one (1) employee is equally qualified in which case the overtime procedure will prevail. *(New 2016)*

Section 8 – Shift Swap/Consecutive Shifts *(New 2012)*

The following stipulations shall govern “Shift Swaps” and “Consecutive Shifts”:

1. Unit members will be allowed to work sixteen (16) hour shifts.
2. Unit members may work sixteen (16) hour shifts on an unlimited basis in a month with the exception of the provision listed in item 3 of this agreement. Approval to work sixteen (16) hour shifts will otherwise not be denied.
3. No Unit member will be permitted to work sixteen (16) hour shifts on consecutive days, exclusive of pass days.
4. Unit members may swap shifts with one another with the exception of the provision listed in item 5 of this agreement.
5. No shift swap will be approved that will result in a Unit member working two (2) consecutive sixteen (16) hour shifts. Shift swap approval will otherwise not be denied.
6. Unit members engaging in shift swaps will provide notice to Administration (Captain, Chief of Police or designee, or shift supervisor).

Section 9 – Longevity pay

Each unit member shall receive a longevity stipend following completion of the specified required years of service. Such longevity stipend shall be computed as of the employee’s anniversary date, and will be a part of the employee’s base rate of pay.

- Beginning 3 years of service $500
- Beginning 5 years of service $1000 (inclusive of the prior $500 stipend)
- Beginning 7 years of service $1,500 (inclusive of the prior $1000 stipend)
- Beginning 10 years of service $2,000 (inclusive of the prior $1,500 stipend)
- Beginning 15 years of service $2,500 (inclusive of the prior $2,000 stipend)
- Beginning 20 years of service $3,000 (inclusive of the prior $2,500 stipend)
- Beginning 25 years of service $3,500 (inclusive of the prior $3,000 stipend)

*(Amended 2012)*

New hires after June 1, 2016 will not be entitled to longevity pay. *(Amended 2016)*

Section 10 – Out of Title Pay

When an employee is assigned by the Chief of Police or designee, or Officer-in-Charge of the department to perform duties of a higher rated job classification he shall be paid at
the higher job classification for all hours worked after working a minimum of 2 hours in a work week in the higher job classification.  
(Amended 2012)

Section 11—Shift Differential

Effective 6/1/2008, a shift differential of five and ½ percent (5.5%) of the employee’s base pay will be paid for all hours worked. For employees whose regular pass days are Saturday and Sunday and whose regular hours fall between 7:00 a.m. and 5:00 p.m. shift differential pay shall not apply. However, if the employee is required to work any hours between 5:00 p.m. and 7:00 a.m. shift differential pay shall apply.

The parties agree that if a shift is established where the scheduled hours overlap the hours described above and regular pass days are Saturday and Sunday, they will meet and address the issue of shift differential. (Amended 2012)

ARTICLE 10 – SICK LEAVE

Section 1- Earn Sick Leave

A. Employees shall earn sick leave from their last date of hire by the employer at the rate of eight (8) hours for each month of service during which they were actively at work. Sick leave may be accumulated up to a maximum of 180 days. (Amended 2008)

New Employees shall be eligible to use earned sick leave after successful completion of their probationary period. (Amended 2016)

B. Donation of Sick Leave: In the event a bargaining unit member has exhausted all of his/her accrued sick leave as a result of a serious health condition for themselves or their immediate family, the remaining bargaining unit members may individually donate up to four (4) days of their accrued sick leave to the member in need. (Donated sick time is not reimbursable) If the member in need requires additional paid sick leave after the donated sick leave has been exhausted he/she may petition the Village Board for additional paid sick leave in accordance with Section 7 of this Article. Sick time donation does not count against the sick incentive. (Amended 2016)

Section 2 – Physical exam

If continuous sick leave exceeds twelve (12) workdays, the employer may require a physical examination by a physician selected by and paid for by the employer, and continuing physical examinations at reasonable intervals while the illness continues, in the discretion of the physician selected. (Amended 2003)
Section 3 – Doctors Certificate

The employer may require a doctor’s certificate from an employee for any day of sick leave after such employee has been absent for three (3) or more consecutive workdays. The provision for such certification does not change the right of the employer to take disciplinary action in cases of abuse of sick leave. If the employee is sick on four (4) or more occasions (regardless of the number of days on each such occasion) during a calendar year, that employee can be required to present a doctor’s certificate for each subsequent sick time occasion. (Amended 2003)

The Employer and/or Chief of Police will notify an employee, in writing, if the employee is required to provide a doctor’s certificate. The doctor’s certificate shall be presented to the employer upon returning to work, or within seven days of the request of the certificate, whichever is sooner. (Amended 2016)

In any event, if the employer has reason to believe the employee’s absence is due to a physical injury or disability, the employer may require that the employee present a doctor’s certificate that the employee is physically fit to resume normal duties. An employee on an ordinary disability leave shall be required to return to duty if the employee’s primary care physician and the employer’s physician agree that the employee is fully fit to return to duty.

The employer’s and the employee’s rights under Section, 72 and 73 are preserved with this agreement.

Section 4 – Sick time charged

Any amount of time taken, as sick leave shall be charged against the employee as the actual hours not worked during his/her regular shift. (Amended 2003)

Section 5 – Sick time call-in

Each employee must notify the supervisor or OIC within two (2) hours prior to the employee’s designated starting time of his tour of duty on any day on which such employee intends to use sick leave. (Amended 2012)

Section 6 – Accumulate sick leave

Accumulated sick leave shall not be payable at the time of termination of employment, whatever the reason for such termination.

Section 7 – Additional sick leave

If a sick or disabled employee with a minimum of five (5) years of continuous service with the Village has exhausted his sick leave and earned vacation, he may apply for
additional sick leave at half pay. The granting of additional sick leave, with or without pay, shall rest upon the recommendation of the Chief of Police and approval of the Village Board.

**Section 8 – Sick time cap**

The total amount of sick time accumulated will be **180 days**. Employees may continue to earn sick time over 180 days; however, after reaching the threshold, the cash value of all sick time earned in “excess of 180 days” will be cashed out and deposited in the employee’s deferred compensation account annually. The funds will be deposited at the end of the Village of Newark’s fiscal year. *(New 2008)*

The payment will be determined using the following formula:

\[
8 \text{ hours} \times \text{hourly rate} = \text{Daily Rate}
\]

\[
\text{Daily Rate} \times \text{accumulated sick days} = \text{Deferred Compensation deposit/Retirement Value}
\]

**Section 9 – Cannot work 2nd Job**

No employee receiving sick pay for any time during a 24-hour period beginning at the start of the shift s/he calls in sick for shall work for an employer other than the Police Department of the Village of Newark. This also applies to personal or privately owned business. If an employee is so engaged, he shall forfeit sick pay for each day proportionate to the employee’s lost time due to sick leave, and will be subject to appropriate disciplinary action. For the purpose of this section, any physical labor or other activity undertaken at a job site, whether paid or unpaid, which the employee claims is being undertaken for therapeutic reasons must be explicitly approve, in writing, by the employee’s physician before qualifying as an exception to the requirements of this section. In the event that the Village questions the information provided by the employee’s physician, the Village may require an independent medical examination from a physician of its choice. *(Amended 2012)*

**Section 10 – Remain home during shift hours**

An employee who is on sick leave and not hospitalized will remain home during his shift unless authorized by the Chief of Police, or his designee, to leave, except when receiving medical attention, *picking up prescriptions or other appointments related to the illness*. *(Amended 2003)*
Section 11 – Sick Pay incentive

As an incentive to reduce the use of sick leave the employer will offer cash incentive as follows (use of sick time for family illness will count against this incentive):

<table>
<thead>
<tr>
<th>Days Used</th>
<th>Incentive Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>$600</td>
</tr>
<tr>
<td>5</td>
<td>$700</td>
</tr>
<tr>
<td>4</td>
<td>$800</td>
</tr>
<tr>
<td>3</td>
<td>$900</td>
</tr>
<tr>
<td>2</td>
<td>$1,000</td>
</tr>
<tr>
<td>1</td>
<td>$1,100</td>
</tr>
<tr>
<td>0</td>
<td>$1,200</td>
</tr>
</tbody>
</table>

The incentive will be paid by the second pay period of the new fiscal year (for the previous fiscal year) in a separate check. Employees shall not be eligible for this benefit until June 1st, following successful completion of probation.

New hires shall not be eligible for sick pay incentive until after one (1) year of service. (New 2016)

ARTICLE 11 – HOSPITALIZATION AND MEDICAL BENEFITS

Section 1 – Medical Coverage

Effective January 1, 2013, the Village shall provide at no cost to the employee, the Excellus Healthy Blue 25/40 (Single, 2 - Person, Family) with standard drug option, including the Healthy Rewards rider. (New 2012)

Extended Vision Eye Care & Smile Saver 4 Dental coverage, to be fully paid by the employer, will be made available to all employees.

All new employees hired after May 31, 2016, shall pay fifteen percent (15%) of the cost of their health insurance.

Section 2 – Medication Reimbursement

The Village of Newark will reimburse Union employees for any deductible expenses for medications, up to fifty dollars ($50.00) per person each year of this contract, or one hundred fifty dollars ($150.00) per family, each year of this contract. (Amended 2008)

Section 3 – Disability Insurance
Effective no later than June 1, 1986, the employer shall cause to be implemented New York State Disability Insurance coverage for all employees covered by this agreement. Employees shall be required to contribute fifty cents ($0.50) per week (one dollar ($1.00) per payroll period); twenty-six dollars ($26.00) per year to the cost of the insurance. Employees use of sick leave in conjunction with receipt of disability payments shall be as follows: In the event of a compensation accident or illness where disability payments are made in accordance with Disability Benefits Law Section of New York State Compensation Act, the employer shall be responsible to such employee for the amount of difference between the benefits paid him by the compensation insurance and the amount of pay to which he would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual monies paid to him for the monetary value of this accumulated sick leave time.

Section 4 – Health Insurance Buy-Out Incentive

Effective January 1, 2013, the Village shall pay any employee not enrolled in health insurance a sum of $8,900, each year of the agreement. There will be no one (1) year waiting period for new hires or current employees opting out during the course of the fiscal year. The payment shall be prorated according to the number of months the individual has been off health insurance with the Village of Newark. The payment shall be calculated by dividing $8,900 by 12. This will equal the monthly amount. (Amended 2012)

Proof of other insurance will be required. The payment will be made in a lump sum the second pay period in August of each year in a separate check.

If during life of this agreement the federal government requires the parties to change the above coverage, a negotiation session will be scheduled.

Section 5 - Retiree Health Care

Retired employees may purchase health insurance through the employer at the employer’s group rate.

Section 6 – Flex Spending Account

The employer will create and pay costs for a Flexible Spending Account, Section 125, Parts A, B and C for unit employees.

Section 7 – Health Reimbursement Account (HRA) IRS 105 Plan

The employer will provide an HRA account for each employee in the amount of $1,250 per year for qualified medical expenses. The balance of this account will be allowed to roll over from year to year until retirement. At retirement the value of this benefit will be allowed to pay for health care before any accrued sick time. If the retiring employee...
does not have health insurance with village, this money can be used for medical expenses as per IRS rules and regulations. *(New 2008)*

**ARTICLE 12 – HOLIDAYS**

Section 1 - Recognized Holidays

The following days shall be recognized and observed as paid holidays:

- New Year’s Day
- President’s Day
- Good Friday
- Memorial Day
- Independence Day
- Martin Luther King Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 2 – Holiday Pay

If an employee’s regularly scheduled day off is on a holiday, the Village will pay the holiday rate of twelve (12) hour’s pay. *(Amended 2012)*

If an employee does not work the holiday for any other reason other than it is his/her regular day off, he is not entitled to holiday pay, but shall receive eight (8) hours of pay.

If an employee’s workday is on the holiday, the Village will pay twelve (12) hours holiday pay plus the normal eight (8) hours shift pay. *(Amended 2012)*

The holiday pay shall be paid in the second pay period in November of each calendar year in a separate lump-sum check.

**ARTICLE 13 – PERSONAL LEAVE**

Section 1 - Personal Leave Use

Personal leave can be used at the discretion of the employee in units no smaller than one (1) hour. To request personal leave, an employee will submit a memorandum to the Chief of Police no less than 10 days prior to the requested time off with response back to the employee seven (7) days prior to the requested time. An Employee shall be afforded two (2) out of three (3) personal days notwithstanding the Employer having to cover the shift with overtime. For these two (2) uncontested personal leave days, the Employer shall post overtime. If the overtime is not covered, the Employee’s uncontested personal leave day will be denied. The uncontested day off shall be noted on the time off request. The Employer may deny the third personal leave day if it would result in the Employer having to incur overtime to maintain minimum staffing. The provision regarding “Emergency Personal Leave” set forth in paragraph two (2) of Article 13 Section 1 shall remain applicable.
Exception being for “Emergency Personal Leave” which through extenuating circumstances the employee needs time off and is not able to provide the required notice. No reason needs to be given for regularly scheduled Personal Leave. Prior Law Enforcement experience will be allowed up to three (3) personal leave days (24 hours) at the time of hire. (*Amended 2008*)

New Hires will receive three (3) personal leave days (24 hours) after 30 days employment with the Village of Newark. (*New 2008*)

### ARTICLE 14 – VACATIONS

**Section 1 - Vacations**

Vacation time shall be credited by employee’s full time Civil Service hire date.

Employees whose anniversary date coincides with a higher step on the vacation schedule will receive the additional leave days on the employee’s anniversary date.

Annual leave “vacation periods” shall be divided into 52 one week periods beginning with a Monday and ending with the following Sunday.

Once the annual leave schedule is posted, leave is guaranteed and will not be rescheduled or cancelled unless requested by the member or the Village declares a State of Emergency. Should scheduled leave be canceled by an employee, it can be rescheduled using the guidelines outlined in Article 14, Section 3 of this agreement and will not be cancelled unless at the request of the officer.

The minimum officers off during any given “vacation period” shall be guided by the “minimum staffing” requirements of two (2) sworn officers per shift. Annual leave not scheduled shall be carried as “Banked Leave” and will be approved or disapproved using the same guidelines with the “exception” that a “First come – First serve” rule outweighs the seniority rule.

In order to facilitate “Emergency Notifications”, the employee shall submit a memorandum advising the Chief of Police that he or she will be on annual leave, the period covered, the employee’s location and an emergency contact number. (*New 2008*)

Prior Law Enforcement experience will receive a minimum of ten (10) vacation days which can be used upon successful completion of their sixty (60) day probation.

**Section 2 – Vacation Days**

Vacation can be taken in one (1) hour increments.
All eligible employees covered by this agreement shall be entitled to the following paid vacation periods:

<table>
<thead>
<tr>
<th>Beginning Year of Service</th>
<th>Number of Working Days’ Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10 (80 hours)</td>
</tr>
<tr>
<td>5</td>
<td>18 (144 hours)</td>
</tr>
<tr>
<td>10</td>
<td>23 (184 hours)</td>
</tr>
<tr>
<td>15</td>
<td>26 (208 hours)</td>
</tr>
<tr>
<td>20</td>
<td>28 (224 hours)</td>
</tr>
<tr>
<td>25</td>
<td>30 (240 hours)</td>
</tr>
<tr>
<td>30</td>
<td>33 (264 hours)</td>
</tr>
</tbody>
</table>

* Vacations will be picked in January annually after new shifts have been assigned. *(Amended 2008)*

**Section 3 - Vacation Selection**

Annual leave “picks” shall begin on January 1st and extend through January 21st of each year. Starting by the highest rank and then in descending order of seniority, each employee will pick two (2) vacation periods. Once all Department employees have picked, each employee will be asked to pick up to two (2) additional periods using the same method. Once complete, the process repeats itself until all vacation credits are scheduled. Should an employee not wish to pre-schedule annual leave, he or she may “bank” all or any portion of allotted annual leave to be used when needed, provided minimum coverage does exist.

Vacation Buy Back: *(Amended 2008)*

Vacations shall not be cumulative from year to year. Should an employee have unused vacation time at the time of his/her anniversary date, Village will issue a separate check for all such time in the next pay period. *(New 2003)*

**ARTICLE 15 – FUNERAL LEAVE**

**Section 1 – Funeral Leave**

Employees will be granted four (4) workdays leave of absence with pay due to the death of a member of the employee’s immediate family. The immediate family will include the employee’s spouse, mother, father, grandparent, brother, sister, child, spouse’s parents, or domestic partner. The foregoing shall include natural, adopted, step and foster relations. Employees will be granted one (1) workday leave of absence with pay due to the death of the employee’s brother-in-law, sister-in-law, or spouse’s grandparents attend the funeral. *(Amended 2012)*
ARTICLE 16 - RETIREMENT BENEFITS

Section 1 - New York State Retirement

The employer shall provide for each employee covered by this agreement coverage under the New York State Retirement Plan provided for in Section 384-E with the (X) rider at no cost to the employee for the term of this agreement.

Including New York State Retirement members in Tier 5.
Including New York State Retirement members in Tier 6.

Effective during the employer’s 1976 – 1977 fiscal years, the employer shall adopt the Special 25-Year Plan provided for in Section 384-E-X of the State Retirement and Social Security Law, which plan shall be provided to those employees covered by this agreement who elect coverage under said special plan according to the rules of the state retirement system.

Section 2 - Military Benefits

Each qualified employee shall also have the benefits of the military option to purchase service credits as provided for on Section 41-k and 341-k.

Section 3 - Life Insurance

Each qualified employee shall be covered by life insurance coverage three (3) times their base salary upon death in the line of duty up to a maximum of five hundred thousand dollars ($500,000.00).

Section 4 - Accrued Sick Leave

At the time of retirement, retiring employees may use the value of their accrued sick leave to purchase health insurance through the Village of Newark. If the Village offers more than one plan, it will be the retiring employee’s choice as to which plan they participate. Retired employees may change plans during open enrollment periods or for other qualifying events, should they arise (i.e. death of a spouse). When the value of the retiring employee’s accrued sick leave is exhausted the retired employee will be responsible for the premiums. Premium payments from accrued sick leave will commence after any unused Health Reimbursement Account (HRA) funds have been exhausted.

Should the retiring employee elect not to participate in health insurance through the Village, monthly payments of $1000 will be paid to the retiring employee until such time when the value of accrued sick leave is exhausted. Retired employees may elect to participate in health insurance through the Village upon providing reasonable notice.
It will be the responsibility of the retired employee to conform to any IRS rules and regulations that may apply to the $1000 monthly payment.

Should the retired employee die before the value of his/her accrued sick leave has been exhausted the surviving beneficiary will continue to receive these benefits.

Should the employee die while still in service, his/her spouse/beneficiary shall receive the remaining benefits. *(Amended 2008)*

**ARTICLE 17 – GENERAL PROVISIONS**

**Section 1 – Adopt & Modify Rules & Regulations**

The employer retains the right to adopt and modify rules and regulations, to enforce existing rules and regulations and to establish new rules and regulations.

Such rules and regulations or changes in existing rules and regulations shall not become effective until they have been printed and distributed or made available to each employee within the bargaining unit.

**Section 2 – Uniform**

A. The Village shall provide wash and wear uniform pants and shirts.

The Investigator shall receive a clothing (including boots/shoes) allowance in the amount of $1440.00 during each year of this contract. *(Amended 2016)*

The employer agrees to provide footwear as part of the uniform. A footwear allowance up to $200.00 per fiscal year will be given to the Patrol Officers. Approved footwear will be of a consistent style and color which conforms to the required task. Patrol footwear color shall be black and Investigator’s footwear colors shall be black or brown. *(Amended 2012)*

CSEA agrees that the clothing and boot allowance will now be paid by a voucher system. *(Amended 2003)*

**Section 3 – School & Training**

A. Schools and Trainings will be governed by the following:

1. **MANDATED:** Employees will be paid at their regular shift rate inclusive of shift differential while attending or instructing at the school or training. Employees will be paid in full for any pass day that may fall during the school or training.

2. **REQUESTED:** Employees will be paid at the day shift rate while attending or instructing the school or training. Pass days falling during the school or training will be rescheduled.
3. Upon the request of the employee attending training, their work schedule may be modified with mutual agreement between the employee and the Chief of Police or designee, to accommodate special circumstances.

B. The employee will be advised as to whether to take a Village vehicle or the employee’s personal vehicle. If using a Village vehicle, the employee will be paid from the time they pick up the vehicle until they return said vehicle. If the employee takes their personal vehicle, they will be paid at their normal rate of pay plus (+) the current IRS Mileage rate from the time the employee leaves home until they return home. Upon completion of schools or trainings held which are of a long distance from the Village of Newark, the Chief of Police or designee will have the option of arranging for overnight accommodations for employees attending these events in lieu of paying overtime for travel.

C. Notices for Schools and Trainings will be forwarded to the Appointing Authority and posted on Department bulletin boards by the Chief of Police or designee or a unit member. Approval for employee requested training shall be determined by the Appointing Authority.

D. The Appointing Authority shall notify the employee in writing of its determination regarding the Employee’s request for training. In the event the employer denies the request, it shall furnish in writing the reasons for said denial to the employee. Requests shall not be denied unreasonably. It is understood that the appointing authority may seek input from all levels of supervision. *(Amended 2012)*

**Section 4 – Payback of Academy Expenses**

Any new employee of the Newark Police Department, who is trained to become a member of the Newark Police Department, shall agree that they shall commit to three (3) years of continuous employment with the Newark Police Department. In the event that an employee who has received full training and voluntarily leaves the Department in one (1) year, that person shall be responsible for full reimbursement to the Village of Newark for the cost of the training. If the employee voluntarily leaves the Department within two (2) years, they shall be responsible for 60% of the cost of training and if the employee leaves employment from the Department in the third (3) year, they shall be responsible for 30% of the process training. *(New 2016)*

In the event that the employee, during the training period, violates any rules of the Academy which causes their dismissal from the Academy, they shall be responsible for the full cost of training to reimburse to the Village of Newark. *(New 2016)*

**Section 5- Time off Requests**

All time off requests must be submitted 10 days in advance unless there are extenuating circumstances, in which case approval will be at the discretion of the Chief of Police or his designee.
The employee will receive a response no less than three (3) days of the date of request or sooner, depending upon the nature of the request. *(Amended 2008)*

**Section 6 - Labor Management**

The Village agrees with the Union in forming a labor management committee comprised of representatives of the Village Board and Union Executive Board and Designee(s). The purpose of this committee shall be to promote a good working relationship between labor and management; to further an understanding of our mutual goals and individual problems, and to provide an atmosphere, which is conducive to the same in dealing with labor issues. The goal of this committee should be proactive and resolution oriented. Labor Management meeting will be scheduled monthly or quarterly or as needed and at a time that is mutually agreeable to both parties. *(New 2016)*

**Section 7 – Replacement of Eye glasses & Watches**

The employer shall reimburse an officer for the cost of replacing eyeglasses or wristwatches which become damaged as a result of an altercation in the course of the employee’s performing his/her duty, provided the following conditions shall apply:

1. the damage does not result from negligence of the employee;
2. the employee must submit to the Chief of Police a written report setting forth all pertinent facts explaining the incident;
3. the employee must then file a written request with the Chief of Police for reimbursement, itemizing the damaged article and stating the replacement or repair cost;
4. reimbursement requests must receive approval of the Chief of Police;
5. the damaged article must be turned in to the Chief of Police and the employer has the option of repairing the damaged article rather than providing for replacement;
6. the following limit on replacement or repair shall apply:

   A) Eyeglasses & Contact Lenses - $300.00
   B) Wristwatches - $60.00

**Section 8 – Posting of Schools & Seminars**

Notices for training, schools or other seminars related to law enforcement shall be posted in conspicuous places such as bulletin boards or employee mail boxes. Notices may be posted by the Village, Chief of Police or any member of the bargaining unit with copies of said training forwarded to the Village Board. Copies of any certificate earned by attending and completion of law enforcement or other related courses shall be placed in the employee’s personnel file. Copies shall also be forwarded to the Mayor or his/her designee.
Any employee wishing to attend police trainings or seminars on their personal time and without reimbursement may do so without prior approval. Any applications requiring the signature of a supervisor will be complied with. Upon completion of said training/seminar, copies of any certificates will be placed in the employee's personal file and a copy shall also be forwarded to the Mayor or his/her designee.  
(New 2008)

Section 9 – Ballistic Vests Replacement

The employer will replace bulletproof vests every five (5) years for employees requesting those vests. Effective June 1, 2003, the Village will purchase upgraded lightweight Level 2 vests, per state bid. Should an employee desire extra carriers and/or vests of a higher level; such equipment shall be available (through state bid) with the employee paying the additional cost.  
(Amended 2003)

Section 10– Mileage Rates

Mileage reimbursement shall be paid at the IRS rate and adjusted accordingly.

ARTICLE 18 – GRIEVANCE AND ARBITRATION

Section 1 - Definition:

(A) **Grievance** - The term “Grievance” for purposes of this agreement, shall be defined as a controversy between an individual employee covered by this agreement and the employer arising out of the application or interpretation of this agreement.  
(B) **Days** - The term “Days” when used in this article shall except where otherwise stated shall mean calendar days (Monday – Sunday).  
(C) **Grievant** – The term shall mean any member or group of members of the Newark Police Department who are represented by this agreement.  
(Amended 2008)

Section 2 – Procedure

(A) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. 
(B) Failure at any step of this procedure to respond to a grievance or answer within the specified time limits shall permit the grieving party to proceed to the next step of the grievance procedure within the time for such appeal had the decision been communicated on or by the final day the response was due.  
(C) In the event of a group, policy or organization type grievance, the grievance may be submitted and signed by the Unit President or designee.  
(Amended 2012)
Such dispute shall be processed in accordance with the following procedure:

**STEP 1**

The grievant through the unit representative or designee, shall submit the grievance in writing to the Chief of Police within twelve (12) days of the date the grievance arose or when the grievant knew or should reasonably have known of the act or condition on which the grievance is based. The Chief of police has ten (10) days to issue a response. *(Amended 2012)*

**STEP 2**

If the grievance is not resolved to the satisfaction of the grievant or the union, the unit president or his/her designee may present the grievance, which shall contain the Step 1 decision, if any, to the Village Mayor or designee. The Mayor or his/her designee shall arrange a meeting within twelve (12) days of the receipt of the written grievance to discuss the grievance with the unit president or his/her designee, the grievant and the CSEA LRS. The Mayor or his/her designee shall, within twelve (12) days of the meeting, forward a written decision concerning the grievance to the unit president or his/her designee, the grievant and to the CSEA LRS. *(Amended 2008)*

**STEP 3**

In the event that a grievance as defined in Section 18.1 herein, except a dispute involving discipline or discharge of an employee, is unresolved after being processed through steps of the grievance procedure, then not later than fifteen (15) calendar days after the second step procedures are completed, the union may submit the grievance to arbitration.

The employer and the union shall meet for an attempt to mutually select an arbitrator. If the parties are unable to agree, then the union may request from the Public Employment Relations Board a list of seven (7) arbitrators, from which the employer and the union shall select an arbitrator by mutual agreement or, if unable to mutually agree on an arbitrator from the list, the union and the employer shall alternately strike names until one remains who shall be designated at arbitrate for the grievance in question. Each party shall have the right to reject one list of arbitrators if it determines that the list is unacceptable.

**Section 3 – Arbitrator Authority**

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this agreement.

**Section 4 – Arbitrator to Decide One Case Only**

No arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings except by mutual agreement between parties.
Section 5 – Arbitrator Award

No award of the arbitrator shall require adjustment in any other case not presented to the arbitrator.

Section 6 – Final and Binding Arbitration

All decisions of the arbitrator shall be final and binding upon the parties. The employer and the union shall share the fees and expenses of the arbitrator and the costs of the hearing room(s) equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party’s share of the divided costs or of the expenses of witnesses or participants called by the other party.

Section 7 – Agree to Employee Rights

The employer and the Union agree to abide by the Employee Rights Appendix A for citizen complaints.

ARTICLE 19 – PERSONNEL FILES

Section 1 – Personnel File

The Village agrees that there shall not be more than one (1) personnel file. **(Moving current Section 6 to Section 1)**

Section 2 – No Derogatory Material

No material related to an employee’s conduct, performance, character, or personality, which is derogatory in nature, should be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request. An employee who has derogatory material lodged against him shall have such material deleted from his personnel file when such material has been determined invalid by normal grievance procedures, civil court action, or by formal or informal hearings with Village representatives.

Section 3 – Counseling Memorandum

An officer’s written response to a “Counseling Memorandum” will be included in the folder, if desired by the officer and will remain with the “Letter of Memorandum” and becomes a part thereof for as long as said letter continues to exist. **(New 2008)**
Section 4- File Review

An employee shall have an opportunity to review his personnel file in the presence of an appropriate village official upon five (5) days’ notice, and to place in such file a response of reasonable length to anything contained therein, which such employee deems to be adverse.

Section 5 – Remove record after 2 years

Any report of an adverse nature which is at least two (2) years old shall, upon written request of the employee, be removed from the personnel file and placed in a sealed envelope and may be opened only after reasonable notification to the employee and only for the purposes of the defense by either the employee or the village in a legal or administrative proceeding. The removal of such report shall not take place during any period in which the employee has a pending grievance. Material which has been removed and which has been placed in a sealed envelope will not be referred to in any step of the contractual grievance procedure.

Within sixty (60) calendar days after the execution of this agreement, each employee shall be given the opportunity to review his/her personnel file in the presence of an appropriate village official. If such employee desires to respond to any information therein, he/she must do so within sixty (60) calendar days after his/her review of the personnel file and such response must be of reasonable length. The President of the CSEA Newark Police Unit shall be advised, in writing, when such sixty (60) day period commences.

Following the opportunity to review the entire personnel file, the employee shall have sixty (60) calendar days to respond to any documents placed in his/her personnel file in accordance with Section 19.1 above. If such response is not made within sixty (60) calendar days, the right to respond to such document shall be deemed waived.

Section 6 – Employee Photos

Any photographs of the members shall be kept in the personnel folder and are not to be released or used without the member’s express written permission.

(New 2008)

ARTICLE 20 – TOTAL AGREEMENT

The terms and conditions as set forth in this agreement between the parties shall constitute the entire agreement and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties, in writing annexed hereto, and designated as an amendment to this agreement, shall supersede or vary the provisions of this agreement.
ARTICLE 21 – SAVINGS CLAUSE

Should any article, section or portion thereof of this agreement be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specified article, section or portion thereof directly specified in the decision.

However, such decision shall not invalidate the remaining portions of the agreement. Further, the parties agree immediately to renegotiate the article, section or portion thereof of this agreement, which was determined by the court to be unlawful or unenforceable.

ARTICLE 22 – LAW ENFORCEMENT LIABILITY INSURANCE

During the term of this contract, the Village agrees to keep in full force and effect a policy of Comprehensive Law Enforcement Liability similar to the policy now in effect, issued by the NYMIR. (Amended 2012)

In the event the Village is precluded from renewing such a policy of insurance during the term of this contract, or should any insurance carrier not offer such coverage, then, in that event, the Village and Union shall renegotiate this particular provision.

ARTICLE 23 – STATUTORY PROVISIONS

It is understood and agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof shall become effective until the appropriate legislative body has given its approval.
ARTICLE 24 — TERMINATION AND MODIFICATION

This agreement shall become effective as of the 1st day of June 2016 and shall remain in full force and effect until the 31st day of May 2020. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Signatures of the Parties:

_________________________________________________________ DATE
Jonathon Taylor, Mayor
Village of Newark

_________________________________________________________ DATE
Officer Dan Weegar, President
CSEA Local 859, Unit 9108

_________________________________________________________ DATE
Sergeant Mark Thomas
CSEA Local 859, Unit 9108

_________________________________________________________ DATE
Investigator Jay Warren
CSEA Local 859, Unit 9108

_________________________________________________________ DATE
Officer Aaron Dean
CSEA Local 859, Unit 9108

_________________________________________________________ DATE
Joshua Yeh, Labor Relations Specialist
CSEA, Inc., Local 1000 AFSCME, AFL-CIO
APPENDIX "A"—EMPLOYEE RIGHTS

The wide range of powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of those contacts may come questions concerning the actions of members of the force. These questions may require investigation by superior officers designated by the Chief of Police. In an effort to insure these non-criminal investigations are conducted in a manner, which is conducive to good order and discipline, the following rules apply:

1) A. Complaints received from these public contacts shall be reduced to writing and signed on the prescribed forms of the department by the aggrieved party only. Anonymous or second hand allegations shall not be investigated. A committee of two (2) representatives from the Village and two (2) representatives from the CSEA will meet to review whether such form should be revised, or an additional form utilized, to accommodate concerns raised by either Village employees or law enforcement personnel.

B. Internal Affairs investigations shall be administered by the Appointing Authority. Any internal investigation involving an employee of the Newark Police Department shall be investigated at the direction of the Village Board or designee. No unit member shall be investigated by a fellow unit member. (New 2012)

2) The interview of an employee shall be at reasonable hours, preferably when the member is on duty, at the department headquarters or location where the incident occurred, unless exigencies of the investigation dictate otherwise.

3) The employee shall be informed of the identity of the officer in charge of the investigation, as well as that of the officer conducting the interview and all persons present during such interview.

4) The employee shall be informed of the nature of the investigation and receive copy of all written allegations made against them before an interview starts. If a member of the force is being interviewed as a witness, they will be advised of as such at the initial contact.

5) The employee shall have the right to have a representative of the Union, provided that presence of a representative shall not unnecessarily delay or interfere with the interview. The representative shall have an opportunity to pose questions to the employee at the conclusion of the investigating officer’s questioning. The officer shall also have the right to make a statement. The Union representative shall not interfere with or impede the investigation.

6) The employee shall have the right to a copy of any statement he or she makes to the investigating officer free of charge, provided the statement is reduced to
writing. The Union may tape the investigation interview if they want a taped record.

7) Prior to filing departmental charges, the employee shall be afforded a reasonable opportunity to speak to the charging officer, if the employee has not had the opportunity to present their view during the investigation.

8) The employee shall be given a copy of any warning or memorandum entered in their personnel file. They shall have the right to submit a written response for entry into such file. Such response must be submitted within sixty (60) calendar days of receipt of such warning or memorandum. (Amended 2012 – corrected typo)

9) Formal discipline shall be subject to applicable Civil Service Law procedures.

10) No employee shall be ordered or asked to submit to a polygraph test (lie detector) when such request is associated with an internal investigation related to non-criminal conduct, although the employee may request such test be given.

11) The Village will give the employee notice of its concerns regarding their conduct or performance within thirty- (30) days of the discovery of the acts or omissions that constitute the basis for discipline, except that such limitations shall not apply where the alleged act would, if proved in a court of appropriate jurisdiction constitute a crime.

12) At the conclusion of the investigation, the employee will be informed in writing that:
   a) the investigation is concluded and;
   b) whether the allegations are founded or unfounded, and if founded, whether any disciplinary or criminal charges will or will not be forthcoming.
# APPENDIX “B” – BASE SALARY SCHEDULE

### Patrolman

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### Sergeants, Investigators, Stenographer

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Section 1: Application Process

A. Acceptable documentation of the alleged illness, injury, or exposure will be the Workers Compensation “C-3” or other document detailing the illness, injury or exposure.

B. Employees who believe they are eligible for benefits provided under GML §207 C shall submit a written application to the Chief of Police or designee within ten (10) calendar days of the incident that caused the injury or illness or first related absence. If the employee is unable to complete and submit the application due to the alleged injury or illness for which GML §207 C benefits are sought, a representative of the employee’s choosing shall be permitted to file the application on his or her behalf. In the event the employee is incapacitated a representative may file an application on behalf of the employee.

C. Upon request of the Chief of Police or designee, the employee shall furnish medical documentation, including a H.I.P.P.A. release relating to the injury or illness for which GML §207 C benefits are sought. It is understood that all documentation provided shall be kept confidential. The Parties agree that all information will be limited to use by the affected employee, the Village administration and/or its delegates (outside counsel, independent medical examiner, medical providers, third party administrators, nurse case managers), and CSEA. (Amended 2016)

D. In the event further medical verification is deemed necessary by the Chief of Police or designee, the affected employee will submit to medical examination by a medical doctor (MD). All costs for and associated with such examination will be paid by the Village of Newark.

E. The Chief of Police or designee will, within fifteen (15) calendar days of receipt of all materials deemed necessary to render a decision, send his determination in writing to the CSEA Unit President and the employee. A copy of the decision will be placed in the employee’s personnel file. If the employee’s accruals are exhausted due to issues obtaining records, scheduling of an I.M.E., etc., the Village shall place the employee on full pay status, unless the employee is found to be at fault for causing the delay. If there is no finding of 207 C, the employee must reimburse the Village either through payroll deduction or through future accruals. If the employee terminates employment before repaying all of the paid leave, the Village may recoup the monies through any legal means available to it, including use of any termination or retirement payment to employee pursuant to the collective bargaining agreement. (Amended 2016)

F. Employees who apply for GML §207 C benefits will placed on paid sick leave status from the time that they leave active duty and will remain in this status until the written determination has been issued by the Chief of Police or designee, and received by the affected employee. In the event the affected employee has insufficient sick leave accrued, the Village of Newark will advance sick leave until such time as a determination of GML §207 C eligibility is made. If GML §207 C eligibility is denied and either the employee does not appeal this denial or after
appealing the denial, the denial of benefits are upheld, the employee will reimburse the Village of Newark in time (i.e., vacation, compensatory, personal leave) or through payroll deduction, subject to negotiation with the union.

G. The Village of Newark will, upon the Chief of Police or designee’s written approval of GML §207 C benefits, restore all sick leave credits used by the affected employee.

H. Nothing herein contained shall limit the employee from filing a claim under the New York State Workers’ Compensation Law nor waive any statutory rights guaranteed under GML §207 C or the Family Medical Leave Act (FMLA).

Section 2: Appeal Process

A. The Chief of Police or designee will issue a written decision to the employee concerning any application for GML §207 C benefits. In the event the employee’s application for GML §207 C benefits is denied said decision will set forth the reasons for the denial.

B. A copy of the decision shall be simultaneously provided to the CSEA unit president and the CSEA Labor Relations Specialist by U.S. Mail, certified return receipt.

C. In the event the employee wishes to appeal the denial, he/she shall notify the Chief of Police or designee in writing, within ten (10) calendar days of receipt of the written decision. The employee shall provide a copy of the appeal to the CSEA unit president and the CSEA Labor Relations Specialist.

D. Upon request of CSEA and/or the employee, the Chief of Police or designee will provide copies of all materials, including but not limited to medical documentation, used in the application process.

E. The CSEA Labor Relations Specialist shall, unless otherwise agreed between the parties, within ten (10) days of receipt of the appeal, file a demand for a hearing to the Mayor of the Village of Newark.

F. The employee’s written notice of appeal shall constitute a grievance.

G. Within ten (10) days of the receipt of the demand for hearing, appropriate counsel for the parties will mutually select an arbitrator from the following panel, based on availability:

1. Douglas J. Bantle, Esq.
2. Ramona L. Gallagher
3. James A. Gross
4. Michael S Lewandowski
5. Thomas J. Maroney
6. Stuart M. Pohl, Esq.
7. An qualified individual mutually selected by the parties

H. The hearing will be conducted under the rules of the American Arbitration Association.

I. The decision of the arbitrator will be advisory.

J. The fees of the arbitrator will be borne equally by the parties.
K. The employee will remain on paid sick leave status during the appeal process, in accordance with section “E” of the application process.

L. In the event the arbitrator’s decision sustains the employee’s appeal, GML §207 C benefits will be credited retroactively to date of the occurrence giving rise to the injury or illness for which benefits were applied for.

M. In the event the arbitrator’s decision sustains the decision of the Chief of Police or designee, the employee will remain on paid sick leave status until cleared to return to duty by his/her personal physician. Should the employee exhaust his/her sick leave accruals they may use any other paid leave which they have accrued. Should the employee exhaust all paid leave accruals he/she may apply to the Village board for continued sick leave benefits. Upon the employees return to duty, the parties shall meet to negotiate repayment of sick leave payments which were extended to the employee.

N. Nothing herein contained constitutes a waiver by the employee of any statutory rights guaranteed under GML §207 C or the Family Medical Leave Act (FMLA).

Section 3: Recurrence

All time limits for the reporting and decision process will be consistent with those detailed in Section 1 of this procedure.

A. In the event of a recurrence, the affected employee must detail which injury or sickness gave rise to the recurrence and provides the date of the initial injury or illness.

B. In addition, the affected employee must provide verifying medical information detailing the recurrence. The Chief of police or designee may request medical documentation pertaining to the recurrence, from the affected employee’s treating physician. The affected employee or representative shall provide the name, address and phone number of their treating physician upon request, to the Chief of Police or designee.

C. In the event the Chief of Police or designee determines a medical examination is necessary, such procedure will be conducted in accordance with specification “C” in Section 1 of this procedure.

D. Employees applying for §207 C benefits under this section will be placed on paid leave status in accordance with specification “E” in Section 1 of this procedure.

E. The Village of Newark will, upon the Chief of Police or designee’s written approval of GML §207 C benefits, restore all sick leave credits used by the affected employee.

F. Any costs associated the above will be fully paid by the Village of Newark in accordance with the statute. The payment of full salary or wages may only be discontinued as expressly provided by §207 C.

G. Nothing herein contained shall limit the employee from filing a claim under the New York State Workers’ Compensation Law nor waive any statutory rights guaranteed under GML §207 C or the Family Medical Leave Act (FMLA).
Section 4 – Continuation of Contractual Benefits

For the purpose of determining what contractual benefits an employee on §207 C status is eligible to receive, the following shall apply:

A. Unless otherwise specified in this policy, officers on §207 C status are entitled to all contractual benefits during the first twelve (12) months of absence from duty. Beginning with the thirteenth month of disability, all contractual benefits not specifically addressed in this policy will continue on a prorated basis.

B. “Days” is defined as working days.

C. Health Insurance benefits will be fully maintained by the Village during the period of disability. The Village shall continue to deduct employee contributions for health insurance premiums, if applicable.

D. In accordance with GML §207 C, officers who are absent from duty due to a qualifying injury or illness shall continue to receive annual negotiated wage increases.

E. In accordance with GML §207 C, officers who are absent from duty due to a qualifying injury or illness continue to receive longevity payments.

F. In accordance with GML §207 C, officers who are absent from duty due to a qualifying injury or illness shall continue to accrue seniority.

G. Vacation accruals, which have already been earned, shall remain in the officer’s bank until the officer’s anniversary date, at which time the Village will issue a separate check for all such time in the next pay period for all unused vacation accruals in accordance with Article XV, Section 15.3 subsection (c) of the collective bargaining agreement between the parties.

H. Nothing herein contained shall limit the employee from filing a claim under the New York State Workers’ Compensation Law nor waive any statutory rights guaranteed under GML §207 C or the Family Medical Leave Act (FMLA).

Section 5 – Return to Duty

A. Employees incurring a service-connected injury or illness shall return to full duty when they have recovered and are deemed physically able to perform their duties. The employee shall provide written verification from his or her treating physician indicating such.

B. The Chief of Police or designee shall have the right to require the employee to submit to a medical examination by a physician appointed by the Village to ensure the employee is able to return to duty. Such examination will be fully paid by the Village. In the event that the Village appointed physician’s opinion differs from the employee’s treating physician, the employee has the right to request an examination by an independent physician mutually selected by the Village and CSEA. Such examination will be fully paid by the Village.

C. It is understood that in the event an employee who has returned to duty and is required to attend or participate in subsequent medical appointments or
treatments (i.e., physical therapy, counseling) he or she is still considered to be on §207-C status.

D. Employees returning to duty shall be required to first report to the Chief of Police or designee prior to returning to duty. Employees shall not be allowed to return to active duty until a release signed by the treating physician authorizing such return has been provided to the Chief of Police or designee.

E. Nothing herein contained shall limit the employee from filing a claim under the New York State Workers’ Compensation Law nor waive any statutory rights guaranteed under GML §207 C or the Family Medical Leave Act (FMLA).

Section 6 – Disability Retirement

A. It is agreed and understood that nothing in this policy prohibits or prevents an officer from applying for Disability Retirement with the New York State Police & Fire Retirement System, should he or she deem it necessary.

B. In accordance with GML §207 C, it understood that the Village of Newark may file an application for Disability Retirement with the New York State Police & Fire Retirement System, for an officer on §207 C status.

C. The Village of Newark may file an application for Disability Retirement with the New York State Police & Fire Retirement System, after on officer has been on §207 C status for a minimum of three hundred sixty-five (365) calendar days. (Amended 2012)

D. For the purposes of the Employer making an application for Disability Retirement with the New York State Police & Fire Retirement System on behalf of an officer on §207 C status, the calculation of time off from active duty shall include time lost for recurrence of the same injury.

E. Nothing herein contained shall limit the employee from filing a claim under the New York State Workers’ Compensation Law nor waive any statutory rights guaranteed under GML §207 C or the Family Medical Leave Act (FMLA).

The Village of Newark and the Civil Service Employees Association Inc. Local 1000 AFSCME AFL/CIO Wayne County Local 859 Newark Police Unit 9108 hereby agree that any changes or modifications of this policy will only be made by mutual agreement by the parties.

Should any section or portion thereof of this policy be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specified section or portion thereof directly specified in the decision. However, such decision shall not invalidate the remaining portions the policy. Further, the parties agree to immediately renegotiate the section or portion thereof of this policy, which was determined by the court to be unlawful or unenforceable.