Contract Database Metadata Elements

Title: Tarrytown, Village of and Tarrytown Lieutenants Bargaining Unit, United Federation of Police Officers, Local 588 (2016)

Employer Name: Tarrytown, Village of

Union: Tarrytown Lieutenants Bargaining Unit, United Federation of Police Officers

Local: 588

Effective Date: 06/01/2016

Expiration Date: 05/31/2019

PERB ID Number: 8075

Unit Size:

Number of Pages: 29

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
COLLECTIVE BARGAINING AGREEMENT

by and between the

VILLAGE OF TARRYTOWN

and the

UNITED FEDERATION OF POLICE OFFICERS, INC.

Tarrytown Lieutenants Bargaining Unit - Local 588

June 1, 2016 – May 31, 2019

6/1/16 - 5/31/19
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Matters Not Covered</td>
<td>19</td>
</tr>
<tr>
<td>22</td>
<td>Management Rights</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>Payment of Wages</td>
<td>19</td>
</tr>
<tr>
<td>24</td>
<td>Execution of Agreement</td>
<td>19</td>
</tr>
<tr>
<td>A</td>
<td>Agreement Between PBA and Village Re: Welfare Plan</td>
<td>21</td>
</tr>
<tr>
<td>B</td>
<td>GML 207-C Forms</td>
<td>22</td>
</tr>
</tbody>
</table>
AGREEMENT to be effective on the 1st day of June, 2016, 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 1 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 2 COMPENSATION

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

B. Salaries: Members of the Bargaining Unit shall receive a 2.5% increase in salary effective June 1, 2016, June 1, 2017 and June 1, 2018. Those salaries are noted below.
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. All unit members shall have longevity included in the computation of overtime, holiday and unused personal leave payment:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5th - 9th year</td>
<td>1.75% of Police Officer Step 1 salary</td>
</tr>
<tr>
<td>10th - 14th year</td>
<td>2.00% of Police Officer Step 1 salary</td>
</tr>
<tr>
<td>15th - 19th year</td>
<td>2.25% of Police Officer Step 1 salary</td>
</tr>
<tr>
<td>20th - 29th year</td>
<td>2.50% of Police Officer Step 1 salary</td>
</tr>
<tr>
<td>30th and above</td>
<td>2.75% of Police Officer Step 1 salary</td>
</tr>
</tbody>
</table>

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, provided however, that as of the date of ratification of this Collective Bargaining Agreement, members of the Lieutenants Bargaining Unit shall not be entitled to payment as compensatory time. All compensatory time accrued as of the date of the ratification of this agreement shall remain on the books. 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 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 3 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:

<table>
<thead>
<tr>
<th>Years</th>
<th>Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1)</td>
<td>Fifteen (15)</td>
</tr>
<tr>
<td>Five (5)</td>
<td>Twenty (20)</td>
</tr>
<tr>
<td>Ten (10)</td>
<td>Twenty Five (25)</td>
</tr>
<tr>
<td>Thirty (30)</td>
<td>Thirty (30)</td>
</tr>
</tbody>
</table>

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 4 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 last pay period in November of each year.

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

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day (July 4)
- July 5th
- Labor Day
- Columbus Day
- Election Day
- Thanksgiving
- Day after Thanksgiving
- 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 5 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 seventy-two (72) 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 three (3), 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. Each member shall be entitled to carry over one (1) personal leave day not used or paid for by May 31st of each fiscal year. The personal day carried over must be used in the following fiscal year. Carry over days may not be cumulative (i.e. the day carried forward into one fiscal year may not then be carried forward into a subsequent fiscal year).

E. 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 6 SICK LEAVE

A. Each employee shall be entitled to unlimited sick leave use with full pay.

A PBA member hired by the Village on or after August 1, 2015 and promoted to the position of Lieutenant shall not be entitled to unlimited sick leave, but shall be entitled to limited sick leave as follows.

On a Bargaining Unit members anniversary date, he/she shall be credited on the first (1st) calendar day of that month with one and one quarter (1.25) sick leave days (15 days annually, 10 hours each calendar month, and on each first (1st) calendar day of each subsequent calendar month thereafter, up to a maximum of three hundred (300) days (2,400 hours).
All use of sick leave shall be deducted in actual increments (Example: 1 day = 8 hours, leave 4 hours into a tour of duty, 4 hours deducted with the minimum deduction of one-quarter [1/4] of an hour). Sick leave use shall be for the Bargaining Unit member and that member's immediate family. The immediate family shall be defined as the member's spouse, domestic partner, mother, father, step-mother, step-father, child, step-child, foster child and grandchild in the member's care. The Chief of Police or designee may request, upon the member's return to work, the basis for the use of sick leave for an immediate family member as defined herein, but not about any specific medical or health related condition. (Example: sick child taken for a doctor's visit). All unused sick leave at the end of each fiscal year shall be carried over into the next fiscal year.

Upon retirement only, the employee shall be paid for one (1) day (8 hours) for every three (3) days (24 hours), of his/her unused accumulated sick leave days, at the rate of pay in effect at that time.

B. 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.

C. Sick Leave Incentive: In the first (1st) pay period of each calendar year, an employee shall be paid a sick leave incentive payment, based on the preceding calendar year, as follows:

<table>
<thead>
<tr>
<th>Sick Leave Usage</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Days</td>
<td>2.00% of the Police Officer Step 1 salary</td>
</tr>
<tr>
<td>1 Day</td>
<td>1.75% of the Police Officer Step 1 salary</td>
</tr>
<tr>
<td>2 Days</td>
<td>1.50% of the Police Officer Step 1 salary</td>
</tr>
<tr>
<td>3 Days</td>
<td>1.25% of the Police Officer Step 1 salary</td>
</tr>
<tr>
<td>4 Days</td>
<td>1.00% of the Police Officer Step 1 salary</td>
</tr>
<tr>
<td>5 Days</td>
<td>0.50% of the Police Officer Step 1 salary</td>
</tr>
</tbody>
</table>

ARTICLE 7    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 8    MEDICAL, LIFE INSURANCE & 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 Plan, individual, two-person, or family, as the case may be.

A member who was appointed Lieutenant before April 17, 2014 shall NOT be required to contribute toward the cost of the medical insurance premium.

A member appointed to Lieutenant on or after April 17, 2014 shall be required to contribute two and one-half percent of their annual base wage each year as a contribution toward the cost of the medical insurance premium.

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 fifty percent (50%) of the premium cost per year in two equal installments. Members opting out of family coverage will be paid fifty percent (50%) of the cost of the premium for family coverage; members opting out of single coverage will be paid fifty percent (50%) of the cost of the premium for single coverage. Payment shall be received by said member in June and December.

D. The Village shall implement, at no cost to the employee(s), the Internal Revenue Service (IRS) Section 125 Cafeteria Plan for pre-taxed dollars relating to the contribution of health insurance as set forth herein, and any other areas permitted by the plan (i.e. child costs, etc.)

E. In the event an employee dies in the line of duty, the Village shall continue to provide, at no cost to the spouse and/or eligible dependents, coverage as set forth in this contract until such time as those affected obtain health insurance coverage.

F. Welfare Plan: The Village will contribute to the PBA Welfare program for the purpose of providing welfare benefits to the members of the Bargaining Unit covered by this Agreement and their eligible dependents pursuant to an Agreement between the Tarrytown Police Benevolent Association, Inc. and the Village of Tarrytown dated June 6, 2016, marked as Appendix A and made a part of this collective bargaining agreement. 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. The Village agrees, provided that the Bargaining Unit first obtains agreement from the PBA, that the Bargaining Unit may be a party to negotiations to remove the Bargaining Unit from the PBA Welfare Program.

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.

The Village shall make a contribution for each member of the bargaining unit as follows:

<table>
<thead>
<tr>
<th></th>
<th>June 1, 2016</th>
<th>June 1, 2017</th>
<th>June 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$255.00/mo.</td>
<td>$255.00/mo.</td>
<td>$280.00/mo.</td>
</tr>
<tr>
<td>Family</td>
<td>$340.00/mo.</td>
<td>$340.00/mo.</td>
<td>$365.00/mo.</td>
</tr>
</tbody>
</table>

**ARTICLE 9  ANNUAL WORK DAYS**

Members shall work a duty schedule which reflects an average of 243.33 work days per year. The Chief of Police shall have the flexibility of having the Lieutenants work schedule commence no earlier than 7:00 a.m. and no later than 9:00 a.m., Monday through Friday of the regular work week. Any deviation from this schedule has to be mutually agreed upon by the Lieutenant involved and the Chief of Police.

**ARTICLE 10  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. The following is the agreed upon additional contribution by the Village: $75.00

B. In addition, all members in the Bargaining Unit who are in need of a new 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 11 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 Chief of Police, 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 the Village Administrator if not adjusted by the Chief of Police to the satisfaction of the unit member. The Village Administrator shall have fifteen (15) days to respond to the grievance.

E. If not adjusted to the satisfaction of the unit member by the Village Administrator, the matter shall be directed to mediation. Should the parties be unable to reach an agreement as to the adjustment of the grievance in mediation, the union may submit the matter to final and binding arbitration before the American Arbitration Association in accordance with the rules of the American Arbitration Association.

F. 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.

ARTICLE 12 BEREAVEMENT LEAVE

A. Members of the Bargaining Unit shall be entitled to four (4) work day’s 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 spouses:

- mother
- father
- child
- spouse
- brother/sister in law
- step- father
- step-child
- sister
- brother
- grandmother
- grandfather
- legal guardian
- step-mother

ARTICLE 13 EDUCATIONAL EXPENSES

A. 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. 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.

F. The Village shall pay the cost of tuition and books in connection with a member's attendance at graduate school for the purpose of taking job-related courses leading up to a Master's Degree in Police Science or Criminal Justice, or other Master's degree which the Chief of Police believes will benefit the operation of the Police department. A member, who is seeking a Master's degree outside of the fields of Police Science or Criminal Justice, shall first obtain authorization from the Chief of Police that the subject matter is beneficial to the operation of the Police Department. Should the Chief of Police decide that there is no benefit to the Police Department, that decision may be appealed to the Village Administrator. There shall be no appeal beyond that of the Village Administrator and the decision regarding benefit to the Police Department shall not be subject to the Grievance Procedure included in Article XI. The Village's maximum payment for tuition shall be as follows:

1. Maximum of two (2) courses per semester, maximum of four (4) courses 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.

Members must provide grades received in courses paid for by the Village to the Chief of Police. Members receiving a grade of “D” shall reimburse the Village for fifty per cent (50%) of the cost of the course. Members receiving a grade of “F” (or equivalent grade) shall reimburse the Village for one hundred percent (100%) of the cost of the course.

Any unit member who withdraws or does not complete the course(s) shall reimburse the Village for one hundred percent (100%) of the cost of the course(s) within thirty (30) calendar days of either event. In the event the unit member fails to reimburse the Village as set forth herein, the Village retains the right to deduct the total amount(s) paid, from the member’s paycheck.

Should a unit member take Master’s degree courses and after the taking such courses voluntarily leaves the employ of the Village, the unit member shall be required to repay the Village for the cost incurred by the Village for the unit member to take the Master’s Degree courses according to the following schedule:

First one-half of required coursework for degrees - Must work for at least one-half year (1/2) year after taking the credit hours or must repay the cost thereof;

Second one-half of required coursework for degree - Must work for at least one (1) year after the taking of the credit hours or must repay the cost thereof.

ARTICLE 14 GENERAL MUNICIPAL LAW 207-C PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any police officer:

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

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

Section 2. Definitions

a) Employer: Village of Tarrytown
b) Chief: The Chief of Police of the Village of Tarrytown

c) Claimant: Any Bargaining Unit who claims to have been injured in the performance of his/her duties or who claims to have been taken sick as a result of the performance of his/her duties.

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

e) Section 207-c Benefits: The regular salary or wages (Base Wage and Longevity) and medical treatment and hospital care payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled as set forth in the collective bargaining agreement to:

1) Health, dental and life insurance in the same manner in which and to the same extent as the employee was receiving health, dental and life insurance when working;

2) All other paid leaves, such as, vacation, holiday pay and personal leave for a period of six (6) calendar months in any calendar year;

3) Payment of uniform allowances. In the event payment has already been made to the employee, it shall not have to be reimbursed to the Employer.

Section 3. Application for Benefits

1. Any claimant who is injured in the performance of his/her duties or is taken sick as a result of the performance of his/her duties will notify headquarters and file an incident report as expeditiously as possible. The Tour Commander/Supervisor shall take action to initiate an investigation into the reported injury or illness and make a full and complete report of the injury or illness and circumstances to the Chief, without undue delay.

2. The incident report shall include, to the extent practicable, the following information:

   a) the time, date and place of the incident;
   b) a statement of the facts surrounding the incident;
   c) the nature and extent of the Claimant's injury or illness; and
   d) the names of any possible witnesses to the incident.

3. In addition to filing an incident report in accordance with Section 3.1, the Claimant must file an application for Section 207-c benefits within ten (10) calendar days of the incident giving rise to the claim. Where the Claimant's injury or illness prevents him/her from filing an application for Section 207-c benefits such application may be filed on behalf of a Claimant with ten (10) calendar days of the incident giving rise to the claim. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using an official application.
form attached hereto as Appendix "B", and made a part of this Agreement, which shall include the following information.

a) the time, date and place where the injury or illness producing incident occurred;
b) a detailed statement of the particulars of the incident;
c) the nature and extent of the Claimant's injury or illness;
d) the Claimant's mailing address;
e) the names of any potential witnesses; and
f) the name and address of all of the Claimant's treating physicians.

Section 4. Authority and Duties of Claims Manager

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

2. The Claims Manager shall have the authority to:

a) employ experts and specialists to assist in the rendering of the determination of eligibility;
b) require the production of any book, document or other record that pertains to the application, injury, or illness;
c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
d) require the Claimant to sign forms for the release of medical information that bears upon the application;
e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
f) do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, Employer and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 11 of the procedures herein.
Section 5. Time off Pending Initial Determination

Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant’s sick leave time.

Section 6. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. An employee who has been deemed to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 11 of these procedures.

2. Medical Reports. All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases on the form attached as Appendix “B”, and made a part of this Agreement, and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

3. Payment for Medical and Related Services. A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Notice shall be made prior to incurring the expense, except in extenuating circumstances that prevents such notice from being provided.

4. No claim for surgical operations or physiotherapeutic procedures costing more than $150.00 shall be paid unless they were required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.
Section 7. Light Duty Assignments

1. Any Claimant receiving Section 207-c benefits who has not been granted an ordinary or accidental disability retirement allowance for disability incurred in the performance of duty may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform light duty assignment(s). Any Claimant deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.

2. A Claimant who disagrees with the order to report for light duty may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Where the refusal to report to light duty is based upon conflicting medical documentation, the parties agree that the matter shall proceed to arbitration pursuant to Section 11 (1) Hearing Procedures herein. The fees and expenses of that Arbitrator shall be paid equally by the parties.

3. Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to light duty, based on conflicting medical documentation until it is determined whether the employee is capable of performing the light duty as set forth in section 2 above. Where a determination has been made that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that employee's 207-c status shall be discontinued.

4. An employee who returns to light duty shall be scheduled pursuant to Article 8 - Annual Work Days, Section "B", (5) - Light Duty Officers. Additionally, that employee shall not be scheduled to work more days than provided in Article 8, Section "A" or to training that is inconsistent with the employee's injury or illness.

Section 8. Changes in Condition of Recipient.

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

Section 9. Right of Perpetual Review and Examination

The Claims Manager shall have the right to review the eligibility of every 207-c Recipient throughout the period during which benefits are received. This right shall include, but not be limited to:

a) requiring recipient to undergo medical examination by physicians or medical providers chosen by the Claims Manager;

b) requiring recipient to apprise the Claims Manager as to his/her current condition; and
c) requiring Recipient or any other involved parties to provide any documentation, 
books or records that bear on the recipient’s case.

Section 10. Termination of Benefits

If, for any lawful reason, including but not limited to all those reasons specified in these 
procedures, the Claims Manager determines that a Recipient is no longer or was never eligible 
for benefits, the Claims Manager may seek to terminate such benefits pursuant to the 
provisions of Section 11 of this procedure. Notice of such termination and the reasons 
therefore shall be served by mail upon the Claimant and the Chief. Pending a determination 
with respect to the employee’s eligibility, the employee shall continue to receive 207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a 
neutral Arbitrator related to the issues to be determined. The parties shall attempt to agree on 
a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be 
selected in accordance with Article 10 – Grievance Procedures, Section 3 – Procedure, Step 3 – 
Arbitration of this Agreement. The Claimant may be represented by a designated 
representative and may subpoena witnesses. Each party shall be responsible for all fees and 
expenses incurred in their representation. Either party or the Arbitrator may cause a transcript 
to be made. The Claimant and the employer agree to share equally the costs of the transcript. 
After the hearing, the Arbitrator shall render a determination which shall be final and binding 
upon all parties. Any such decisions of the Arbitrator shall be reviewable only pursuant to the 
provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the 
Arbitrator shall be borne equally by the parties.

2. In the event there is a medical dispute between the employee’s doctor and Employer’s 
doctor as to whether the employee is or was disabled and unable to perform his/her regular 
duties, the parties agree that the matter shall proceed to arbitration as set forth above. The 
fees and expenses of the Arbitrator shall be paid equally by the parties.

Section 12. Coordination with Worker’s Compensation Benefits

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

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement
Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Claimant who is receiving medical treatment while working shall make every effort to schedule such medical examination or treatment during non-work hours.

2. The intent is to read this procedure in conformity with General Municipal Law Section 207-c. In the event that General Municipal Law Section 207-c is amended either party may, upon written notice to the other, re-open negotiations of this procedure to address such change in the statute.

3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.

4. After returning to full duty from Section 207-c injury and/or illness, a claim for benefits based on a recurrence of the injury and/or illness shall be through a new application for Section 207-c benefits.

A Notice to the Comptroller, attached hereto as Appendix “B” and made a part of this Agreement, shall be filed.

ARTICLE 15 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.

C. Retiree Medical Insurance Plan:

1. The Village will make available the same medical insurance plan and prescription drug plan as it makes available to active employees who are members of this bargaining unit. The current plan is the New York State Health Insurance Plan.

Coverage is provided for the retiree's spouse if the spouse was eligible for coverage under the Village's medical insurance plan on the retiree's last date of employment with the Village. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under federal or state law (COBRA).
2. To be eligible for coverage, the retiree must meet all of these requirements: 1) retire directly from the Village; and, 2) have been granted a retirement benefit from the New York State Police and Fire Retirement System.

For an employee who was appointed Lieutenant and retires into the New York State Retirement System, the Village will pay 100% of the premium of the medical insurance and prescription drug plan for individual, two-person, or family coverage, as the case may be.

**ARTICLE 16    GENERAL PROVISIONS**

A Bargaining Unit member, upon separation of employment (i.e. resignation, retirement, etc.) shall be paid for all of his/her paid leave, such as but not limited to unused personal leave, vacation and compensatory time, no later than the pay period following separation. However, a Bargaining Unit member hired on or after August 1, 2015, shall also be paid upon retirement only, for his/her unused sick leave as set forth in Article 6.A., Sick Leave.

In the event of a Bargaining Unit members death, all paid leave, such as but not limited to vacation, sick leave and compensatory time, shall be paid to the Bargaining Unit members estate or beneficiary, as the case may be, as seen as possible once it is determined to whom the payment should be paid.

**ARTICLE 17    TERM OF AGREEMENT**

This Collective Bargaining Agreement shall be effective from June 1, 2016 through May 31, 2019, unless otherwise agreed to by the parties.

**ARTICLE 18    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 19    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 20 REQUIRED TAYLOR LAW LANGUAGE

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

ARTICLE 21 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 17 hereof.

ARTICLE 22 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 23 PAYMENT OF WAGES

A. Bi-Weekly Payroll: Annual salaries shall be paid on a bi-weekly basis.

B. Retroactivity: Retroactivity will be paid to individuals who worked during the period of the expired collective bargaining agreement. Retroactive payment shall be made to each individual no later than thirty calendar days following the ratification date of this new collective bargaining agreement. Each individual shall be provided an itemized retroactive accounting for each contract year affected.

ARTICLE 24 EXECUTION OF AGREEMENT

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.
VILLAGE OF TARRYTOWN

BY: ___________________________ Date: 9/7/16

Michael Blau, Village Administrator

UNITED FEDERATION OF POLICE OFFICERS, INC.

BY: ___________________________ Date: 5/21/2015

Ralph M. Purdy, President

BY: ___________________________ Date: 8/3/16

John Barbelet, Delegate, Tarrytown Lieutenants Bargaining Unit

BY: ___________________________ Date: 8/23/16

John Daly, Delegate, Tarrytown Lieutenants Bargaining Unit
APPENDIX “A”

AGREEMENT

AGREEMENT made this 21st day of June, 2016 by and between the Village of Tarrytown and the Tarrytown Police Benevolent Association, Inc. ("PBA").

WHEREAS, to the best of the knowledge of the Village and the PBA, the PBA has always included the Lieutenants in the benefits program [Tarrytown Police Benevolent Association, Inc. Welfare Program (Welfare Program) funded by payments made by the Village pursuant to the Collective Bargaining Agreement between the Village of Tarrytown and the United Federation of Police Officers, Inc., Tarrytown Lieutenants Bargaining Unit - Local 543 and prior to the establishment of the Lieutenants Bargaining Unit, pursuant to the Collective Bargaining Agreement between the Village and the PBA; and

WHEREAS, in 2015 the PBA notified the Village that the PBA would no longer include the members of the Lieutenants Bargaining Unit in the Welfare Program; and

WHEREAS, the Village, in response to the action of the PBA, provided the benefits to the members of the Lieutenants Bargaining Unit via other insurance programs furnished to Village employees; and

WHEREAS, the PBA has informed the Village that the PBA would once again like to include the Lieutenants Bargaining Unit in the Welfare Program; and

NOW THEREFORE, the parties do hereby agree:

1. The PBA shall include the members of the Lieutenants Bargaining Unit in the Welfare Program and shall continue to provide the Welfare Program benefits into retirement of the Lieutenants Bargaining Unit members. This provision shall be effective for members of the Lieutenants Bargaining Unit who are members of the unit as of the date of the execution of this agreement and for all members of the unit going forward.

2. The PBA shall not unilaterally exclude the members of the Lieutenants Bargaining Unit from the Welfare Program.

3. The exclusion of the members of the Lieutenants Bargaining Unit from the Welfare Program shall be a mandatory subject of negotiation between the parties. Should the Village decide not to allow for the exclusion of the members of the Lieutenants Bargaining Unit from the Welfare Program, such decision shall not be subject to the grievance proceeding.

4. The Village and the Lieutenants Bargaining Unit may agree to remove the Lieutenants Bargaining Unit from the Welfare Program and should such an agreement be reached between the parties, the Lieutenants Bargaining Unit shall be removed from the Welfare Program. The parties may thereafter agree to once again include the Lieutenants Bargaining Unit in the Welfare Plan and should such an agreement be reached, the Village shall notice the PBA and the PBA shall include the members of the Lieutenants Bargaining Unit in the Welfare Plan.

Dennis Smith, Unit President

Michael Blau, Village Administrator

21
## APPENDIX “B”

VILLAGE OF TARRYTOWN POLICE DEPARTMENT

GENERAL MUNICIPAL LAW SECTION 207-c

APPLICATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Officer</td>
</tr>
<tr>
<td>2.</td>
<td>Address to which correspondence concerning application should be directed</td>
</tr>
<tr>
<td>3.</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>4.</td>
<td>Age</td>
</tr>
<tr>
<td>5.</td>
<td>Name of Supervisor</td>
</tr>
<tr>
<td>6.</td>
<td>Current Job Title</td>
</tr>
<tr>
<td>7.</td>
<td>Occupation at time of Injury/Illness</td>
</tr>
<tr>
<td>8.</td>
<td>Length of Employment</td>
</tr>
<tr>
<td>9.</td>
<td>Date of Incident</td>
</tr>
<tr>
<td>10.</td>
<td>Day of Week</td>
</tr>
<tr>
<td>11.</td>
<td>Time</td>
</tr>
</tbody>
</table>
12.  (a) __________________________
     Name of Witness (es) and Address (if available)

     (b) __________________________

     (c) __________________________

13.  (a) ______________________________________
     Names of co-employees at the incident site

     (b) ______________________________________

     (c) ______________________________________

14.  Describe what the officer was doing when the incident occurred.  (Provide as many
details as possible.  Use additional sheets if necessary.)

15.  Where did the incident occur? Specify.

16.  How was the claimed injury or illness sustained?  (Describe fully, stating whether
injured person slipped, fell, was struck etc., and what factors led up to or contributed.
Use additional sheets if necessary.)

17.  When was the incident first reported?  

To Whom? ___________________________  Time ___________________________

Witness (s) (if any) ____________________________

18.  Was first aid or medical treatment authorized?

By Whom? ___________________________  Time ___________________________

19.  Name and address of attending physician ____________________________
20. Name of Hospital ________________________________

21. State name and address of any other treating physician(s) __________________________

22. State nature of injury and part or parts of body affected ____________________________

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: ________________________________

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer) Date

Application Received By:

(Signature of Person Authorized to Receive Application) Date

Date of Report

______________________________, New York

Signature of Injured Officer
APPENDIX "B"

VILLAGE OF TARRYTOWN POLICE DEPARTMENT

MEDICAL RELEASE FORM

TO: ____________________________

_________________________________

_________________________________

_________________________________

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE VILLAGE OF TARRYTOWN POLICE DEPARTMENT, OR ITS REPRESENTATIVES, INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARGES, PHYSICIAN NOTES, X-RAYS AND THE RESULTS OF ANY OTHER DIAGNOSTIC TESTS REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME ON ACCOUNT OF THE INJURY OR SICKNESS FOR WHICH I HAVE APPLIED FOR OR RECEIVED BENEFITS UNDER GENERAL MUNICIPAL LAW SECTION 207-c.

DATE OF OCCURRENCE FOR WHICH APPLICATION IS MADE:

__________________________________________  __________________________
Signature of Applicant  Date
(Type/Print Name)

STATE OF NEW YORK  )
COUNTY OF WESTCHESTER  )

On the _______ day of _________, 20__, before me, the undersigned, a notary public in and for said state, personally appeared __________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature in the instrument, the individual or the person on behalf of which the individual(s) acted, executed the instrument.

__________________________________________
Notary Public

25
APPENDIX "B"

Notice to the Comptroller

The Comptroller of the State of New York

New York State Police and Fire Retirement System

110 State Street

Albany, New York 12244-0001

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as an employee of the Village of Tarrytown Police Department, I hereby submit the following report:

Name of injured Police Officer

Registration and Social Security Number

Home Address

Date of incident

Time of incident

Location of Incident

Description of injury and/or illness

Medical care required

Signature of Police Officer

Print Name

Date

Signature of Witness to Injury

Print Name

Date