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Contract Database Metadata Elements


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Union: Cornwall-On-Hudson Police Benevolent Association (PBA)

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AGREEMENT

between

VILLAGE OF CORNWALL-ON-HUDSON

and

VILLAGE OF CORNWALL-ON-HUDSON
POLICE BENEVOLENT ASSOCIATION

MARCH 1, 1999 THROUGH FEBRUARY 28, 2003
March 29, 2001

Patricia Zabawczuk
Public Employment Conciliation Assistant
NYS Public Employment Relations Board
80 Wolf Road
Albany, NY 12205-2604

Re: Executed Contract for the Village of Cornwall-on-Hudson PBA (3/1/99 - 2/28/03)

Dear Patty:

Enclosed please find a fully executed copy of the above for PERB’s records. In the event you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Anthony V. Solfaro
President

AVS/ae
Enclosure
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AGREEMENT made this day of March, 2001 by and between the Village of Cornwall-on-Hudson, Orange County, New York (hereinafter referred to as the "Village") and the Village of Cornwall-on-Hudson Police Benevolent Association (hereinafter referred to as the "PBA").

ARTICLE I
DEFINITIONS

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

1. **VILLAGE** - shall mean the Village of Cornwall-on-Hudson, Orange County, New York, the Village Board of said Village or any designated representative thereof.

2. **PBA** - shall mean members of the Village of Cornwall-on-Hudson Police Benevolent Association.

3. **POLICE OFFICERS** - shall mean any full time civil service members of the police force of the Village of Cornwall-on-Hudson Police Department from the rank of Police Officer up to and including the rank of Sergeant.

4. **TOURS OF DUTY** - shall mean four (4) consecutive calendar days. A tour of duty is subject to change at the discretion of the Chief of Police to cover an emergency situation. In addition, the Chief of Police may schedule a Sergeant to a different tour of duty best implementing available manpower. He may also utilize a Sergeant in an overlapping capacity for supervision or evaluation purposes as well as for busy periods, for special events, or for other situations where additional supervision is deemed necessary. Overtime shall be defined as any time spent in the Village business by a member in excess of eight (8) consecutive hours per day.

5. **LENGTH OF SERVICE** - shall mean the total amount of calendar time from the date a police officer began duty with the Village of Cornwall-on-Hudson as a full time certified police officer plus prior full time service credit as a police officer with any other political subdivision in New York State, provided there was no break in police officer service of more than twelve (12) consecutive months. Credit for part time service in other approved police departments or the Village Departments may be granted upon a case by case basis by the Village Board, at its sole discretion.

6. **EMERGENCIES** - are defined as those unforeseen occurrences or changes in the state of affairs that require prompt action to protect the public health, welfare and safety. Emergencies are not to be declared by the Chief of Police to cover routine matters and should be employed only when necessary to protect the public interest. The mayor reserves all rights under the law to declare emergencies in appropriate circumstances.

7. **ELIGIBLE DEPENDENTS** - shall mean spouse and dependent children.
ARTICLE II

STATEMENT OF POLICY

A. It is the policy of the Village of Cornwall-on-Hudson to continue harmonious and cooperative relationships with its police officers and to insure orderly and uninterrupted operation of government. This policy is effectuated by provisions of the Public Employees Fair Employment Act granting police officers the right of organizational representation concerning the determination of the terms and conditions of employment.

ARTICLE III

RECOGNITION OF THE PBA

A. The Village, pursuant to the Civil Service Law and in accordance with the provisions of the General Municipal Law of the State of New York, hereby recognizes the PBA as the representative for collective negotiations with respect to wages and other terms and conditions of employment for all police officers, as defined in Article I, paragraph A.3.

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

C. Dues Deduction: Shall be accomplished upon the written authorization of the individual police officer and until he subsequently revokes such written authorization. The Village shall deduct PBA membership dues from the police officer's weekly pay the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the PBA or its designee.

D. Agency Shop Fee Deduction: Effective with the payroll period following the ratification of this contract, the Village agrees, in accordance with Chapter 677 of the 1977 laws of New York, to deduct from the Base Wage and Longevity of a police officer who is not member of the PBA, but who is represented by the PBA for the purpose of collective negotiations, an agency shop fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that to any such police officer demanding the return of any part of such agency shop fee deduction which represents the police officer's prorata share of the expenditures by the PBA, in any of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
ARTICLE IV

RIGHTS OF EMPLOYER

A. The Village Board may at its discretion make either an active or provisional appointment of Police Officer to the rank of Sergeant or above.

B. The Village will not diminish or impair, during the term of this Agreement, any benefit or privilege provided by rule, law or regulation for police officers, without prior notice to the PBA, and when appropriate, without negotiations and agreement with the PBA.

C. It is understood and agreed that the Village retains all of the authority, rights and responsibilities possessed by the Village over the police officers, under applicable law and regulations and under provisions of Article 8 of the Village Law and subsequent amendatory legislation and the rules and regulations of the Village of Cornwall-on-Hudson Police Department as adopted by the Village.

D. The PBA shall not engage in a strike, sit-in, slowdown, massive sick call, nor cause, instigate, encourage or condone the same. The PBA shall exert its best efforts to prevent and terminate any strike, sit-in, slowdown or massive sick call.

E. The PBA members recognize that the management of the Department, the control of the properties and the maintenance of order and efficiency are sole responsibilities of the Village. Accordingly, the Village retains all rights to section and direction of the working forces; to hire, suspend or discharge for cause, to make reasonable and binding rules which shall not be inconsistent with this Agreement; to sign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons in accordance with Civil Service Regulations; to decide on the number and location of facilities, stations, etc.; and to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials.

The above rights are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the Village or Employer. Any and all rights, powers, and authority the Village had prior to entering into this Agreement are retained, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.
ARTICLE V

BASE WAGE AND LONGEVITY

A. Annual Base Wage: A police officer shall be paid an annual Base Wage determined by the length of service with the Village as set forth below:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>3/1/99</th>
<th>3/1/00</th>
<th>3/1/01</th>
<th>3/1/02</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Probationary</td>
<td>$30,191</td>
<td>$31,701</td>
<td>$32,969</td>
<td>$34,288</td>
</tr>
<tr>
<td>After 6 Months</td>
<td>$30,821</td>
<td>$32,362</td>
<td>$33,656</td>
<td>$35,002</td>
</tr>
<tr>
<td>After 1 Year</td>
<td>$33,818</td>
<td>$35,509</td>
<td>$36,929</td>
<td>$38,406</td>
</tr>
<tr>
<td>After 2 Years</td>
<td>$35,816</td>
<td>$37,607</td>
<td>$39,111</td>
<td>$40,675</td>
</tr>
<tr>
<td>After 3 Years</td>
<td>$37,813</td>
<td>$39,704</td>
<td>$41,292</td>
<td>$42,944</td>
</tr>
<tr>
<td>After 4 Years</td>
<td>$39,811</td>
<td>$41,802</td>
<td>$43,474</td>
<td>$45,213</td>
</tr>
<tr>
<td>After 5 Years</td>
<td>$41,808</td>
<td>$43,898</td>
<td>$45,654</td>
<td>$47,480</td>
</tr>
<tr>
<td>Detective *</td>
<td>$43,480</td>
<td>$45,654</td>
<td>$47,480</td>
<td>$49,379</td>
</tr>
<tr>
<td>Sergeant **</td>
<td>$46,825</td>
<td>$49,166</td>
<td>$51,138</td>
<td>$53,178</td>
</tr>
</tbody>
</table>

* Detective differential shall be not less than four percent (4%) of the Base Wage paid to a police officer at After 5 Years, plus any entitlement of longevity.

** Sergeant and/or Acting Sergeant differential shall be not less than twelve percent (12%) of the Base Wage paid to a police officer at After 5 Years, plus any entitlement of longevity.

Longevity Payments

| Start 8th through 10th Years | 1% above After 5 Years for a police officer title or rank |
| Start 11th through 13th Years | 2% above After 5 Years for a police officer title or rank |
| Start 14th through 17th Year  | 3% above After 5 Years for a police officer title or rank |
| Start 18th and Above         | 4% above After 5 Years for a police officer title or rank |

B. Sergeant, Acting Sergeant and Detective: Officers of the rank of Sergeant, Acting Sergeant, and Detective will be entitled to **Sergeant/Acting Sergeant and *Detective differentials as described in Section A above.

The Acting Sergeant shall be paid the differential stated above which shall commence on the day of appointment and end upon the return of the Sergeant to active duty. Upon the return of the Sergeant to active duty, the Acting Sergeant shall return to his/her previous position held before appointment to Acting Sergeant.
C. Manner of Payment: Police officers shall be paid on a weekly basis on the Wednesday of each week. A police officer's hourly rate of pay shall be 1/40 of his weekly Base Wage and Longevity. The Base Wage and Longevity set forth in Section A of this Article constitutes the police officer's annual Base Wage and Longevity.

D. Overtime Pay: For each hour in excess of eight (8) hours worked during any calendar day, a police officer shall be paid one and one-half times (1.5X) said police officer's hourly rate of pay, which includes the police officer's longevity entitlement.

E. Commencement: A police officer shall receive payment for the Base Wage step to which entitled based on the length of service with the Village of Cornwall-on-Hudson as defined in Article 1, paragraph 5. The payment of said Base Wage for said step shall begin with the payroll dispersal date for the pay period in which the police officer completes the first (1st) full tour of duty past said police officer's anniversary date.

F. Severance Benefits: A full-time police officer whose job is eliminated or merged through no fault of said police officer shall receive severance pay equal to two (2) weeks' Base Wage and Longevity plus one (1) day's pay for each six (6) months of service with the Village.

ARTICLE VI

WORK WEEK

A. The basic workweek shall consist of one (1) tour of duty which shall mean four (4) consecutive calendar days.

B. Tours of duty shall not be changed to specifically avoid the payment of overtime, nor shall the Department discriminate in the payment of overtime amount paid to police officers who are performing similar services. Shift changes are acceptable when they are: 1) based on seniority; 2) the officers involved agree; and 3) the change is approved by the supervisor. It is understood and agreed, however, that when required by emergencies, tours of duty can be changed to fulfill emergency situations. In addition, the Chief of Police may schedule a Sergeant in an overlapping capacity for supervision or evaluation purposes, as well as for busy periods, for special events or for other situations where additional supervision is deemed necessary.

C. In no case shall an employee receive less than two (2) consecutive calendar days off between tours of duty.
ARTICLE VII

SHIFTS

A. Each police officer shall work four (4) consecutive eight (8) hour tours. Schedule rotation shall consist of "A" tour (11:30 p.m. to 7:30 a.m.), "B" tour (7:30 a.m. to 3:30 p.m.) and "C" tour (3:30 p.m. to 11:30 p.m.).

B. A police officer must be given seven (7) days’ notice if rescheduled or attendance is required for any type of on-the-job training on such officer's day off. (No officer shall have vacation interrupted due to on-the-job training or rescheduling without prior approval of the officer, except in an emergency situation.)

ARTICLE VIII

EXTRA DUTY

A. A police officer required to work extra duty time, which time is contiguous, either prior to or subsequent to a scheduled shift, shall be paid for such time as herein designated overtime.

B. Extra duty time worked on a calendar day on which the officer is scheduled to work a shift which is not contiguous with that shift shall be paid based on a minimum of three (3) hours, the police officer shall be required to work the three (3) hours as assigned by the Chief or his designee.

C. A police officer who works any extra time on a calendar day, not part of his/her tour of duty and not contiguous with a tour of duty, shall be credited with the actual time worked and shall be paid one and one-half times (1.5X) his/her hourly rate of pay.

D. All overtime pay is to be paid to the police officer at the end of a weekly period.

ARTICLE IX

COURT APPEARANCES

A. Appearances in the Town of Cornwall Courts, Family Court, Grand Jury, Motor Vehicle Hearings, etc.:

1. A police officer shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate for all required court appearances outside his/her regularly scheduled work day at all courts including motor vehicle hearings.
2. When using their personal cars to and from required court appearances, police officers shall be entitled to the maximum allowed by the IRS regulations per mile as travel expense.

3. Travel time is to be computed as part of the appearance time.

ARTICLE X
UNIFORMS AND EQUIPMENT

A. Uniforms and equipment will be provided by the Village in accordance with the policy established by the Chief of Police and the Village Board. The Village shall provide for the cleaning and repair of uniforms.

B. The Village shall, at its expense, supply each police officer with sufficient ammunition to meet firearms qualification requirements as established by the Chief of Police and the Firearms Instructor.

C. Repair of service weapons shall be at the expense of the Village.

ARTICLE XI
INSURANCE AND RETIREMENT

A. The Village shall provide group health insurance for each police officer and his/her eligible dependents through the New York State Health Insurance Plan, or a substantially equivalent plan. The Village shall pay in full the cost of insurance to cover the individual officer and his/her dependents.

   Police officers who retire shall receive, at no cost to themselves or eligible dependents, the health insurance provided to the bargaining unit. In order to be eligible for health insurance on retirement, the police officer shall be required to serve a minimum of fifteen (15) years with the Village. The Village agrees to apply one (1) year for every two (2) years of prior credited police service up to a maximum of three (3) years towards the required minimum of fifteen (15) years of service with the Village. (Example: A police officer with 8 years of prior credited shall receive 3 years towards the required minimum of 15 years of service with the Village.)

   A police officer that receives a disability retirement from a duty incurred injury, or illness that occurs as a Village police officer, shall receive health insurance at no cost to that police officer for him/herself and eligible dependents, regardless of the years of service with the Village.
At such time as any retiree becomes eligible for Medicare, the Village may discontinue health insurance and pay the Medicare premium, plus the cost of any premium(s) to supplement the Medicare coverage so that the required level of coverage is not reduced.

B. Police professional liability shall be provided by the Village to protect the acts of police officers while performing their duty to include personal injury coverage. ($300,000 per person, $1,000,000 per occurrence, $1,000,000 aggregate.)

C. In the case of the death of a full-time police officer, the police officer's estate shall be compensated in cash for all unused vacation time and paid a burial allowance of one thousand dollars ($1,000.00) due on the first (1st) payday after death. The Village shall also provide, at its expense, a fifty thousand dollar ($50,000) term life insurance policy on each member as long as the member is employed by the Village.

D. The Village shall pay the cost, in full, of a retirement plan for all police officers. Such plans as provided for by the New York State Police Retirement and Social Security Law, as adopted by the Village shall be offered:

1. Section 384-d (20 years).

2. Section 384 (25 years).

3. Commencing July 1, 1989, police officers eligible as of that date, the Section 302(9)(d) one (1) year Final Average Salary Plan.

E. Further, for those officers who elect to continue service beyond retirement (20 or 25 years of service), the Village will continue to contribute to their retirement as provided for under New York State Law.

ARTICLE XII

DENTAL AND OPTICAL PLANS

A. The Village shall contribute to the cost or premium of a dental plan for individual and eligible dependents as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/99</td>
<td>$40.00/mo</td>
<td>$40.00/mo</td>
</tr>
<tr>
<td>3/1/00</td>
<td>$45.00/mo</td>
<td>$60.00/mo</td>
</tr>
<tr>
<td>3/1/01</td>
<td>$50.00/mo</td>
<td>$65.00/mo</td>
</tr>
<tr>
<td>3/1/02</td>
<td>$55.00/mo</td>
<td>$70.00/mo</td>
</tr>
</tbody>
</table>

B. The Village agrees to enroll members of the PBA and their eligible dependents, in the same vision plan as employees covered under the CSEA Agreement at no charge to the PBA member (CSEA contract, Article X, Section 2, page 10). Presently, the optical plan is known as "Silver-12 Vision Care".
ARTICLE XIII

PERSONAL LEAVE AND BEREAVEMENT LEAVE

A. Each police officer shall be entitled to four (4) days per fiscal year for personal leave. If an officer is hired during the year, the following schedule will be utilized to determine personal leave:

<table>
<thead>
<tr>
<th>Officer Hired On</th>
<th>Leave Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1 through May 31</td>
<td>4 days</td>
</tr>
<tr>
<td>June 1 through August 31</td>
<td>3 days</td>
</tr>
<tr>
<td>September 1 through November 30</td>
<td>2 days</td>
</tr>
<tr>
<td>December 1 through February 28/29</td>
<td>1 day</td>
</tr>
</tbody>
</table>

All unused personal leave not carried forward shall be converted into the police officer's sick leave accumulation. All personal leave must be approved by the Chief of Police, who shall be given twenty-four (24) hours notice prior to the day taken off.

B. In addition to the above, where a member of an officer's immediate family (herein defined as either spouse, child, step child, parent, spouse's parent, grandparent, brother, sister, brother-in-law or sister-in-law) has died, said officer shall receive off with full pay, those days he/she would have been scheduled to work between the date of death through and including the date of burial, not to exceed five (5) work days. An officer shall be entitled to one (1) day of bereavement leave for nieces, nephews, aunts and uncles. The Chief of Police may extend bereavement leave. However, unused vacation time will be used for extensions.

ARTICLE XIV

SICK LEAVE

A. For the purpose of this Article, an injury, illness or disability refers only to any injury, illness or disability which prevents the officer from performing the regular duties of his/her job.

B. Each police officer shall receive his/her regular Base Wage and Longevity while he/she is absent from work due to job-related injury, illness or disability.

C. Each police officer shall be allowed eight (8) days per year fully paid sick leave for absences due to non-job related injury, illness or disability. The following schedule will be used to determine sick leave for newly hired officers during the year.

<table>
<thead>
<tr>
<th>Officer Hired On</th>
<th>Sick Leave Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1 through May 31</td>
<td>8 days</td>
</tr>
<tr>
<td>June 1 through August 31</td>
<td>6 days</td>
</tr>
<tr>
<td>September 1 through November 30</td>
<td>4 days</td>
</tr>
<tr>
<td>December 1 through February 28/29</td>
<td>2 day</td>
</tr>
</tbody>
</table>

Sick leave is cumulative from year-to-year and unused sick leave may be carried forward.
D. Effective March 1, 2000, each police officer shall be credited with one (1) day of sick leave on the first (1st) day of each calendar month.

E. No police officer shall receive paid sick leave while absent from work due to an injury, illness or disability received while employed by persons other than the Village.

F. All officers employed by the Village (after depletion of accumulated leave) shall be entitled to a total of ninety (90) additional work days of "supplemental" sick leave payments for absences due to non job-related injury, illness or disability.

G. The Village shall require police officers to submit a doctor's certificate when the officer's absence exceeds two (2) days or after the first or subsequent instance of any sick time taken contiguous to a holiday, vacation or regularly scheduled day off.

H. There shall be no credit given for sick leave a police officer may have accumulated with another police department prior to transfer into the Village.

I. The Village may, in addition, require a police officer to submit to an examination by a doctor selected and paid for by the Village.

ARTICLE XV

PAID HOLIDAYS

A. Police officers shall receive the following paid holidays, whether worked or not:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving Day
12. Day After Thanksgiving Day
13. Christmas Eve
14. Christmas Day
15. New Year's Eve
B. When a police officer is scheduled to work on a holiday, the officer will work as scheduled. Each police officer will be paid for fifteen (15) holidays per year, whether worked or not, in one (1) lump sum on the first (1st) payday for December of each year.

C. In addition to any other holiday benefit listed herein, police officers who work on Christmas, Thanksgiving, Labor Day, New Year's Day, Memorial Day, Independence Day and Veteran's Day shall be entitled to one and one-half times (1.5X) their normal rate of pay for work performed on those specified holidays.

ARTICLE XVI

VACATION

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting 6th month through 1st year</td>
<td>5 days</td>
<td>accrues 5/6 day per month</td>
</tr>
<tr>
<td>Starting 2nd year through 3rd year</td>
<td>10 days</td>
<td>accrues 5/6 day per month</td>
</tr>
<tr>
<td>Starting 4th year through 6th year</td>
<td>15 days</td>
<td>accrues 1 1/4 days per month</td>
</tr>
<tr>
<td>Starting 7th year through 10th year</td>
<td>20 days</td>
<td>accrues 1 2/3 days per month</td>
</tr>
<tr>
<td>Starting 11th year and above</td>
<td>25 days</td>
<td>accrues 1 1/2 days per month</td>
</tr>
</tbody>
</table>

The entire vacation time is available to be taken by the officer at the beginning of that particular year and are not cumulative from year to year.

B. Vacation eligibility for transferring officers into the Village after May 1, 1987 will be credited up to a maximum of five (5) years for the first (1st) year of service and then cumulative time thereafter based on the schedule in the aforementioned paragraph A.

C. Vacation schedule shall be determined by the Chief of Police according to seniority.

D. For the purpose of entitlement upon retirement, vacations shall be earned at the rate set forth in Section A above. If an officer leaves the employ of the Village for reasons other than retirement, he/she will not be entitled to any unused vacation time and will be responsible for being in conformity with the accrual schedule in Section A above.
ARTICLE XVII

POLICE PROMOTION

A. All promotions below the rank of Police Chief shall be filled whenever possible from the ranks of the Police Department on the basis of qualifications, pursuant to Civil Service regulations.

B. Each candidate for appointment or promotion is entitled to, and shall receive, actual notice of the appointment to be made at a time prior to the public announcement of the designation of appointment or promotion.

C. Notwithstanding the above, the Board of Trustees shall establish the position of Detective effective November 1, 1998. The Village Board shall make an appointment to the position upon recommendation of the Chief of Police.

D. Acting Sergeant – The Chief of Police may, in the absence of the Sergeant, appoint an Acting Sergeant to perform the duties of that position with the approval of the Village Board.

ARTICLE XVIII

TRAINING/EDUCATION INCENTIVE

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

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

B. All notices of the availability of in service schooling received by the Village or the Chief of Police shall be posted immediately on the main bulletin board at the Village of Cornwall-on-Hudson police station. The Chief of Police shall make in service schooling assignments where necessary and appropriate.

C. Any police officer attending school will not be required to perform any other police function during the school dates.

D. Police officers will be granted $15.00 per diem to defray the cost of meals while attending school for the Village.
ARTICLE XIX

GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the Village and its police officers, which will enhance the police protection program of the Village of Cornwall-on-Hudson, it is hereby declared to be the purpose of this procedure to provide a means for the orderly settlement of differences, promptly and fairly, as they arise and to assure suitable and proper treatment of employees pursuant to established rules, regulations and policies of the Village. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. Informal Stage:

1. The aggrieved police officer shall orally present the grievance to the immediate supervisor who shall orally and informally discuss the grievance with the aggrieved police officer. The immediate supervisor shall render a determination to the aggrieved police officer within fifteen (15) days after the grievance has been presented. If such grievance is not resolved to the satisfaction of the aggrieved police officer at this stage, he/she may proceed to the Formal Stage.

B. Formal Stage:

1. Within five (5) days after a determination has been made at the informal stage, the aggrieved police officer may make a written request to the Village Police Committee Chairman or the Chairman's designee with a copy to the immediate supervisor for review and determination. If the Village Police Committee Chairman designates a person to act on his/her behalf, he/she shall also delegate full authority to render a determination on his/her behalf.

2. The Village Police Committee Chairman or his designee shall render a determination within fifteen (15) days after the written statement has been presented.

C. Board Stage:

1. The aggrieved police officer shall within five (5) days of the final determination of the Village Police Committee Chairman or his/her designee, make a written request to the Village Board with a copy to the Village Police Committee Chairman for review and determination. All written statements and records of the case shall be submitted to the Village Board. The Village Board shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties and/or their representatives may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of the written statements set forth in paragraph B above.
D. Arbitration Stage:

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

2. Within five (5) days after written notice of submission to arbitration, either party may submit the grievance to the American Arbitration Association (AAA) for the selection of a mutual arbitrator under the rules of the AAA. The parties will then be bound by the rules and procedures of the AAA in selection of an arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statement and proofs are submitted.

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

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

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

Basic Principles:

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

B. All police officers shall have the right to present grievances in accordance with these procedures, free form coercion, interference, restraint, discrimination or reprisal.

C. All police officers shall have the right to be represented at any stage of the procedure by the PBA and/or its counsel or by a representative of the officer’s own choosing.

D. Each police officer who is a participant in the grievance procedure, either as an aggrieved party or as a representative of the PBA, shall be allowed such time off from regular duties as may be necessary to attend hearings or the processing of the grievance under these procedures without loss of pay or vacation or time credits.

E. Each party to a grievance shall have access at a reasonable time to all written statements and records pertaining to such case.
F. All hearings shall be confidential.

G. It shall be the responsibility of the Village Board to give force and effect to these procedures. At each stage, it shall be the responsibility of the person to whom the grievance is submitted for determination to consider promptly each grievance presented and to make a determination, within the authority delegated, within the time specified in these procedures.

H. The function of these procedures is to assure equitable and proper treatment under existing contract, laws, rules, regulations and policies which relate to or affect the person in the performance of his/her assignment.

ARTICLE XX

DISCIPLINARY PROCEEDINGS AND PERSONNEL FILES

A. The Village shall be free to act under its Rules and Regulations of the Police Department in disciplinary proceedings, provided that the provisions of Section 75 of the Civil Service Law are adhered to.

ARTICLE XXI

LEAVE OF ABSENCE

A. The matter of leave of absence is and shall remain the sole right of the Board of Trustees for whatever action they deem necessary and appropriate.

B. Such leave of absence shall be granted only upon showing of good and sufficient cause, which cause shall be determined by the Board of Trustees of the Village of Cornwall-on-Hudson, after presentation by the affected police officer to said Board of all facts relating to the request for said leave of absence.

C. The Village may grant up to three (3) months unpaid parental leave, at an officer's request, in the case of the birth or adoption of a newborn child by said police officer and presentation by the affected police officer to said Board of all facts relating to the request for said leave of absence.
ARTICLE XXII

LEGAL REPRESENTATION OF POLICE

A. In any action in the Justice Court of the Town of Cornwall, wherein a charge has been brought by a police officer as a complainant, under the Penal Law of the State of New York, or under any other state, county or local statute, local law or ordinance for which a criminal penalty is imposed, and the office of the Orange County District Attorney has declined to prosecute said case on the grounds that said charge(s) is not a Class B Misdemeanor or higher offense, the Village shall provide legal counsel for the prosecution of said case through the office of the Village Attorney when such charge is contested. In this context, a contested charge shall be defined as any action above in which the defendant(s) has retained legal counsel for defense and has demanded a trial. The penalties for violations and offenses shall be deemed criminal penalties for the purpose of this action.

ARTICLE XXIII

POLICE SAFETY

A. No prisoner shall be transported in a vehicle from the scene of arrest unless either:

1. The vehicle in which the prisoner is transported is equipped with a secure dividing screen separating the front seat from the back seat of said vehicle, or

2. Said vehicle is operated with at least two (2) police officers in said vehicle. In no event shall more than one (1) prisoner be transported in a vehicle with less than two (2) police officers in said vehicle.

B. All police vehicles shall be inspected quarterly and must pass safety inspections for operation. Public safety vehicles will be given priority over non-safe vehicles for replacement and maintenance.

ARTICLE XXIV

LEGISLATIVE ACTION FOR APPROVAL

A. It is agreed by both parties that any Article, Section or portion of this Agreement requiring legislative action to permit its implementation by amendment or law or providing that additional funds therefore be made available should not become effective until the appropriate body has given approval. The provisions of said Article, Section or portion shall be retroactive to the date of this Agreement upon approval by the appropriate body.
ARTICLE XXV

DURATION OF AGREEMENT

A. This Agreement shall become effective as of March 1, 1999 and shall terminate at midnight on February 28, 2003.

ARTICLE XXVI

RE-NEGOTIATIONS

A. The parties agree that they will enter into discussion in an attempt to arrive at a new contract on or before December 1, 2002.

ARTICLE XXVII

CONCLUSION OF AGREEMENT

A. The Village agrees that if no contract settlement has been reached by midnight, February 28, 2003 then the terms of this contractual Agreement will remain in effect until such time as there is a contract settlement between the parties hereto for the ensuing year(s).

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

FOR THE VILLAGE OF CORNWALL-ON-HUDSON

Mayor
Dated
March 19, 2001

FOR THE VILLAGE OF CORNWALL-ON-HUDSON
POLICE BENEVOLENT ASSOCIATION

PBA President
Dated
03/09/01

Cornwall-on-Hudson 1999 Agr