Contract Database Metadata Elements

Title: Croton on Hudson, Village of and Croton Police Association (2002)

Employer Name: Croton on Hudson, Village of

Union: Croton Police Association

Local:

Effective Date: 06/01/02

Expiration Date: 05/31/05

PERB ID Number: 7550

Unit Size: 20

Number of Pages: 17

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

Between the

Croton Police Association

and the

Village of Croton on Hudson, NY

(effective June 1, 2002 through May 31, 2005)
AGREEMENT made between the Village of Croton on Hudson, New York, as Municipal Employer, (hereinafter called the "Village") and the Croton Police Association, (hereinafter referred to as the "Association").

Article 1. Recognition

The Village recognizes the Association as the sole and exclusive bargaining agent and/or representative of all of the members of the Village Police Department, regardless of rank, with the exception of the Chief of Police.

Article 2. No-Strike Pledge

The Association expressly affirms that it does not assert the right to strike against the government of the Village, or to assist in any such strike, or to impose an obligation to continue, assist or participate in any such strike, or to advise, advocate, counsel or support any strike, tacitly or otherwise.

Article 3. Management Rights

The Association recognizes that the management and administration of Public Safety Activities are the sole responsibility of, and are solely within, the jurisdiction of the municipal employer, namely, the Village. The manner and means by which such services are to be rendered and the extent thereof; the administrative practices and procedures for conducting police work and departmental operations are the sole prerogatives of the executive and legislative bodies of village government.

The Association further recognizes that management rights include, but are not limited to, the right to direct the work force, to make all assignments (subject, however, to any limitations which may appear elsewhere in this Agreement, or in applicable State Statute), to make decisions as to discipline (subject, nevertheless, to all rights as to grievances, judicial and/or administrative review as provided by law and by the collective bargaining agreement) and all other rights normally inherent in the powers of the Chief of Police and Village Manager, except as limited by law or by the terms of this Agreement, and the failure to assert any of such rights shall not be deemed a waiver thereof.
Article 4. Wages

A. The following wage rates shall be in effect for the periods shown:

For employees hired before 6/1/96:

<table>
<thead>
<tr>
<th>Grade</th>
<th>6/1/02 to 5/31/03</th>
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<th>6/1/04 to 5/31/05</th>
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</thead>
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<td>Police Officer-3 yr.</td>
<td>50,553</td>
<td>51,998</td>
<td>53,398</td>
</tr>
<tr>
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<td>49,398</td>
</tr>
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<td>45,398</td>
</tr>
<tr>
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<td>41,398</td>
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Employees hired after 6/1/96 will revert to the above salary chart after completion of Police Officer-3 year status.

Article 5. Pension

The Village will provide for eligible members of the unit a non-contributory pension plan providing half pay based on the final twelve (12) months, after twenty (20) years of service, pursuant to Section 384-d and 302-9(d) of the New York State Police and Firemen's Pension Law.

Article 6. Longevity

Longevity increments shall be payable as follows:

- $650--after 5 years of employment
- $800--after 10 years of employment
- $1000--after 15 years of employment
- $1200--after 17 years of employment
Article 7. Overtime

For all work performed in excess of eight (8) hours per day, the employee will receive additional pay, at the rate of time and one-half.

For all employees who are called into work, a minimum of four (4) hours' pay at time and one-half will be paid.

For all employees who are called in for Court, a minimum of four (4) hours' pay at time and one-half will be paid.

Article 8. Insurance

The Village will provide the Empire Health Insurance Plan (Core Plan plus Medical and Psychiatric Enhancements) or its successor. Any other plan shall require the mutual agreement of the parties. The NYS Health Insurance Plan shall also cover employees retired on pension. The Village will pay the entire premium for each employee, for each retired employee, and for each named dependent except as provided below.

For all employees hired on or after June 1, 1993, the employee must contribute to the family plan as shown in the below schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>$40 per month</td>
</tr>
<tr>
<td>Second year</td>
<td>60 per month</td>
</tr>
<tr>
<td>Third year</td>
<td>80 per month</td>
</tr>
<tr>
<td>Fourth year</td>
<td>100 per month</td>
</tr>
</tbody>
</table>

After four years of employment, the employee's premiums shall be fully paid by the Village.

For any employee hired after 6/1/00, upon retirement, the Village will only pay the premium for the retired employee in the NYS Health Insurance Program and not for each named dependent. The retired employee, however, will have the option of paying the cost for each named dependent.

For any employee hired after 6/1/00, who retires from the Village with at least 15 years of service with the Village of Croton on Hudson, the Village will pay the premium for the retired employee in the NYS Health Insurance Program and also for each named dependent. This provision shall be effective as of June 1, 2004. It is further understood that any police officer qualifying for a NYS Disability Retirement and leaving the employ of the Village before their 15th year will be assumed to have reached the 15th year. This acknowledgement applies only to this Article (8).

If an employee elects to participate in a Village-provided HMO, which is more expensive than the NYS Health Insurance Program, the additional cost
must be provided by the employee and paid through payroll deduction on a monthly basis.

It is understood that the Village will not pay premiums or cover survivors of retired employees except on a one hundred percent (100%) contributory basis.

Members of the unit who are eligible for coverage under the Village's Plan who voluntarily withdraw from such coverage (opt out) shall be paid one-third (1/3rd) of the annual premium for the plan under which they were covered. Payments shall be made on a semi-annual basis six months from the first full month after the employee opts out. Any employee wishing to opt out for this payment must notify the Village no later than the 15th of the month prior to exit. Opting out can only be done if notification is received prior to the beginning of a new month. Members may re-enter the plan within any six (6) month period provided, however, that if they re-enter the plan under those conditions, no payments shall be due hereunder. Employees wishing to rejoin the Village health plan may only do so at the start of a new month. If they re-enter the plan in subsequent years prior to the due date for any semi-annual payment, no payments shall be due.

B. Dental Insurance: The Village shall continue to provide the dental plan which has been in effect.

Article 9. Sick Leave

A. Sick leave shall be earned by all members at a rate of fifteen (15) days per year, with a maximum accumulation of 300 days. Members shall be entitled to the accrual they have as of May 31, 1990. The cap of the number of days accumulated will be removed only for the purpose of tracking unused sick days. The total cap for the purpose of redistribution at retirement will remain the same.

B. Absence due to accident incurred on the job shall not count against sick leave.

C. For any employee hired before 6/1/96, upon retirement, members of the unit shall be paid one-half (1/2) of their accumulated, unused sick leave, up to the maximum of 300 days. For any new employee hired after 6/1/96, upon retirement, members of the unit shall be paid one-half (1/2) of their accumulated, unused sick leave, up to the maximum of 200 days. Such payment shall be paid in a lump sum upon retirement. Fifty percent (50%) of the accumulated unused sick leave shall be paid in cash in the event the employee dies during employment by the Village and prior to retirement, with such payment to be made to his or her surviving spouse, or if none, to his or her estate.
D. A member, except in the case of a disability retirement, shall be required to notify the Chief of Police by February 1 of his or her intent to retire within the next fiscal year (June 1 to May 31). In the event that this notification is not received by February 1st, payment for accumulated sick leave may not be reimbursed until the subsequent fiscal year.

E. Any officer who fails to utilize any sick days during the contract year will be paid a $1,000 perfect attendance bonus. Any officer who utilizes between 1 and 3 sick days will receive a $500 bonus. Bonuses shall be paid on a calendar year basis thereafter on the second payroll in January. The bonus for the first 6 months of this contract will be one-half of these amounts for the period July 1, 2002 to December 31, 2002. Thereafter, sick days will be tracked on a calendar basis.

Article 10. Personal Leave

A. Employees shall be entitled to up to six (6) days' personal leave during any contract year for personal business, except that employees shall receive a maximum of three (3) personal days during their first year of employment. Such leave shall be granted by the Chief of Police upon written application, which said application shall not be required to state more than that the request is made for personal reasons. It shall not be cumulative and shall never be liquidated in cash.

B. Personal leave is leave with pay for personal business, which cannot be taken care of by an employee at times other than during his working day. It is intended to be available for use for the following purposes: for religious observances, for attendance at funerals other than for those enumerated as Bereavement Time, necessary absence due to extraordinary weather conditions, attendance at conventions other than on Village business, personal or family business appointments, including medical and dental appointments and examinations.

C. Applications for personal leave must be requested at least forty-eight (48) hours in advance of the time requested in order for the Chief to arrange work coverage. In cases of emergency, such advanced notice shall not be necessary.

D. Unused personal leave will be converted into sick time at the end of the Village's fiscal year.

Article 11. Funeral Leave

Funeral leave, not to exceed four (4) days, shall be granted for a death in the employee's immediate family. For the purposes of this paragraph, "Immediate family" is defined as including the employee's
parents, spouse, children or step-children, brothers, step-brothers, sisters, step-sisters, grandparents, father-in-law or mother-in-law whose funeral is attended by the employee. Other family funeral leave will be limited to two (2) days.

Article 12. Vacations

Vacations shall be granted in accordance with the following employment schedule:

- **Employment after 26 weeks:** five (5) work days
- **After employment for 1 year:** ten (10) work days
- **which shall include and shall not be in addition to the five (5) work days provided after 26 weeks of employment.**
  - **After employment for 2 or 3 years:** ten (10) work days
  - **After employment for 4, 5, or 6 years:** fifteen (15) work days
  - **After employment for 7-11 years:** twenty (20) work days
  - **After employment for 12 years or more:** twenty-five (25) work days

The entire vacation need not be taken at once, but employees must take block weeks in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Vacation</th>
<th>Block Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 weeks</td>
<td>1</td>
</tr>
<tr>
<td>3 weeks</td>
<td>2</td>
</tr>
<tr>
<td>4 weeks</td>
<td>2</td>
</tr>
<tr>
<td>5 weeks</td>
<td>3</td>
</tr>
</tbody>
</table>

For the purposes of this section, employees shall have the option of taking the block weeks either in cash in lieu of time off and/or in vacation time off.

Any and all vacation time remaining may be taken in cash in lieu of time off, or in single days off, not to exceed two consecutive single days off, unless approved by the Chief of Police or his designee, provided that the employee gives the Village as much advance notice as possible but in no event less than one calendar week.

Article 13. Holidays

A. Holidays (except as additional holidays for an employee may be mandated by law) shall be as follows:

- January 1  (New Year's Day)
- Martin L. King Birthday
- President's Day
- Easter Sunday
B. Each employee shall receive an additional day's pay for each holiday, whether or not he or she works on such holiday and irrespective of whether it occurs during his or her vacation or day off.

C. Any day not set forth above declared a holiday by the Village, the employee working such day shall be compensated in the prescribed manner.

D. Employees who actually work on Christmas, Thanksgiving, and/or July 4th shall be paid double time for time actually worked on such days in addition to the compensation called for in Section B above.

E. Super Holiday Pay—Regular scheduled day: 8 hours regular pay, 8 hours holiday pay and 16 hours super holiday pay (8 hours at double time) Total: 32 hours.

Overtime Day—12 hours pay (8 hours at overtime rate), 8 hours holiday pay, 16 hours super holiday pay (8 hours at double time) Total: 36 hours.

Working 2nd shift on Super Holiday—12 hours pay (8 hours at overtime rate), 16 hours super holiday pay (8 hours at double time) Total: 28 hours. (Note: holiday pay per paragraph “B” excluded, only paid once)

Call Out (example 4 hour)—Call out on Super Holiday: 6 hours pay (4 hours at overtime rate); 8 hours super holiday pay (4 hours at double time). (Note: holiday pay per paragraph “B” would have already been paid)

Article 14. Uniforms

A. Each bargaining unit employee shall be entitled to a twelve-month uniform and equipment allowance as follows, except that there shall be no accumulation beyond May 31st into any subsequent contract year:
All new employees shall be entitled to an initial allowance of two thousand ($2,000) dollars to be used in the first year of employment. The Village shall have the right to designate the company supplying such uniform and the nature of the uniform, but the selection of the quality of the article shall be made by the employee within the allowance set forth above.

B. Each bargaining unit employee shall be entitled to a dry cleaning allowance as follows, except that there shall be no accumulation beyond May 31st into any subsequent contract year:

<table>
<thead>
<tr>
<th>Year</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002/03</td>
<td>$375</td>
</tr>
<tr>
<td>2003/04</td>
<td>$425</td>
</tr>
<tr>
<td>2004/05</td>
<td>$425</td>
</tr>
</tbody>
</table>

The Village shall have the right to designate the company or companies providing such service within the allowance set forth above.

C. The Village will budget the funds to replace every body armor unit in the second year of the contract with a new unit based upon the NYS Contract for a level 2 vest. The member will have the option of purchasing a higher-grade soft body armor unit and pay the difference from his uniform allowance. The Village agrees to replace soft body armor units every five years starting from the date of replacement of units in fiscal year 2000/2001. The Village may pursue whatever grants are available for such body armor and reserves the right to use this funding for such replacement.

Article 15. Life Insurance

Pursuant to the employees' group life insurance policy, a fully-paid policy of life insurance shall be granted by the Village to all active members of the police department in the amount of twenty-thousand dollars ($20,000.)

Article 16. Undergraduate College tuition reimbursement-

A. $2,000 per individual to include tuition and books. The individual must indicate their intent to pursue college courses by January 15th of each year. No applications will be considered after this date for budgetary reasons. The maximum number of individuals shall not exceed five and will be funded on a first come basis unless the Village Manager approves further reimbursement. Reimbursement will be made after the college
course has been completed with the Village paying 100% for any level “B” grade or above and 75% for any level “C” grade. The Village will not provide any reimbursement for any lower grade.

B. If payment is received from any governmental program (other than Veteran’s Administration programs) for any courses covered in this Article, the Village shall pay the balance, if any, after deduction of the other payments. If the employee is eligible to participate in any such governmental education program, the Village (with the assistance of the employee) shall prepare and submit an application under such program before reimbursing the employee under the provisions above.

Article 17. Training

A. Firearms Training.

Employees shall be provided with and shall participate in firearms training during normally scheduled on-duty time except that the Chief of Police may schedule employees to participate on off-duty time, in which case said employees shall be paid at time and one-half. All employees are encouraged to participate in such firearms training by the Association and by the Village.

B. Other Training.

Each employee will donate two (2) days per year for training at no cost to the Village. For any additional authorized training, the Village will reimburse members of the Department on a straight-time basis. When courses required by the Village take place on an employee's day off, the employee may be paid for such day, or he will receive compensatory time off at such times as are mutually agreed to with the Chief of Police.

Article 18. Check-Off Privileges

Check-off privileges shall be granted in accordance with the New York State “Taylor Law.”

Article 19. Police Cars

All police vehicles shall be equipped with air-conditioning units, AM/FM radios, anti-lock brakes and other commonly available safety features.

Article 20. Grievances

A. A grievance shall be defined as any complaint alleging a violation, misinterpretation, or misapplication of a provision(s) of this Agreement.
B. Grievances must be filed in writing within thirty (30) calendar days after facts giving rise to the grievance were discovered by the employee or the Association.

C. Such grievances shall first be taken up by the Association or the employee concerned with the Chief of Police.

D. If not satisfactorily adjusted within ten (10) days, the grievance may then be taken up by a committee consisting of two (2) representatives of the Village and two (2) representatives of the Association.

E. If the grievance is not satisfactorily adjusted or resolved by majority vote of such committee within thirty (30) days, then the employer or the Association may have the grievance submitted to final and binding arbitration by an arbitrator selected by mutual agreement by the American Arbitration Association in accordance with normal procedures. The cost of the arbitration shall be borne equally by the parties.

F. One (1) member of the Association Grievance Committee shall receive four (4) hours off from work in an attempt to resolve the grievance.

G. Only grievances arising out of the same incident, occurrence or event may be submitted to each arbitration hearing, unless the parties agree to the contrary.

Article 21. Conventions

One (1) member of the Association shall receive up to three (3) days off from work to attend State or County Policemen’s Benevolent Association Conventions.

Article 22. Jury Duty

In the event a unit member is noticed and required to appear for Jury Duty, and that unit member is scheduled to work any tour of duty on that day, he/she shall not be required to report for their regularly scheduled tour of duty, but shall report for Jury Duty as required. It is understood that requirement to appear is when the member is actually required to attend a jury proceeding in accordance with the jury notification process utilized by the Local, State and Federal Courts. The unit member shall be released with pay and without charge to any other paid leave accrual. This provision shall apply solely to the day(s) when the unit member is regularly scheduled to work. The unit member shall provide a copy of the notice immediately upon receipt to the Chief of Police.
Article 23. Indemnification

The Village shall indemnify and save harmless any member of the Department from and against any and all liability arising from injury to person or property occasioned wholly or in part by an act or omission of a member of the Department, including any and all expenses, legal or otherwise, incurred in the defense of any claim or suit arising out of the performance or duty on behalf of the Village, provided the payment of same is not unlawful.

Article 24. Duration

This Agreement shall be in effect from June 1, 2002 to May 31, 2005.

Article 25. Continuity of Agreement after Expiration

In the event that the Village and the Association fail to reach an agreement by the time this contract terminates (May 31, 2005), then this Agreement shall remain in effect until a new collective bargaining agreement is agreed upon and executed.

Article 26. Agency Shop

Subject to the provisions of applicable law and PERB rulings and regulations, all members of the Croton Police Department bargaining unit shall pay an agency fee equal to the amount of dues to the Association as a condition of continued employment as a police officer by the Village.
Article 27. Approval of Legislative Body

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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated: May 16, 2002

Witness

FOR THE VILLAGE.

Village Manager

FOR THE CROTON POLICE ASSOCIATION

Witness
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$1000--after 15 years of employment
$1200--after 17 years of employment
Good Friday
Memorial Day
July 4 (Independence Day)
Labor Day (first Monday in September)
Columbus Day
Veteran’s Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day

B. Each employee shall receive an additional day’s pay for each holiday, whether or not he or she works on such holiday and irrespective of whether it occurs during his or her vacation or day off.

C. Any day not set forth above declared a holiday by the Village, the employee working such day shall be compensated in the prescribed manner.

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<th></th>
<th>2002/03</th>
<th>2003/04</th>
<th>2004/05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowance</td>
<td>$625</td>
<td>$625</td>
<td>$625</td>
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C. The Village will budget the funds to replace every body armor unit in the second year of the contract with a new unit based upon the NYS Contract for a level 2 vest. The member will have the option of purchasing a higher-grade soft body armor unit and pay the difference from his uniform allowance. The Village agrees to replace soft body armor units every five years starting from the date of replacement of units in fiscal year 2000/2001. The Village may pursue whatever grants are available for such body armor and reserves the right to use this funding for such replacement.

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