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COLLECTIVE BARGAINING AGREEMENT
between
VILLAGE OF DOBBS FERRY
and
DOBBS FERRY POLICE ASSOCIATION, INC.

June 1, 1999 to May 31, 2003
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THIS AGREEMENT, effective June 1, 1999, is made and entered into by and between the Village of Dobbs Ferry, a political entity (hereinafter referred to as the "Employer" or "Village") and Dobbs Ferry Police Association, Inc. (hereinafter referred to as the "Association").

ARTICLE I

UNIT

Section 1: This Agreement shall apply to employees in the Police Department of the Village of Dobbs Ferry employed in the classifications of Police Officers, Detectives, Lieutenants and Sergeants.

ARTICLE II

RECOGNITION

Section 1: The Association, heretofore, having presented appropriate evidence that it represents a majority of the employees in the above unit, therefore, recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Employer, in determination of the terms and conditions of employment and with respect to the administration of grievances arising under the Agreement herein executed.

Section 2: The Employer agrees that, upon presentation of dues deduction authorization cards signed by the individual, to make monthly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deduction and will remit such deductions to the Association, together with a list of employees from whom such deductions have been made within ten (10) days after the last day of the month for which deductions were made.

Section 3: The Association shall have the right to post notices and other communications on a bulletin board installed on the premises and facilities of the Employer at a location approved by this Employer.

Section 4: An employee, who is designated or selected as Association President shall be permitted, on notice to the Chief of Police, time off from work in reasonable and timely amounts for the purpose of adjusting grievances and for the administration of this Agreement. Members of the Association, not to exceed three (3), shall be granted reasonable time off with pay when their presence is required during contract negotiations and they are otherwise scheduled to be on duty at that time. In addition, the Association President or his/her designee shall be allowed eight (8) hours per month, with pay, to conduct Association business and/or attend meetings of interest to the Association.
ARTICLE III

MANAGEMENT RIGHTS

Section 1: The Association recognizes that the management of the Village, the control of its properties and the maintenance of efficiency, law and order is solely a responsibility of the Village. The Village will so administer its responsibilities consistent with the expressed terms of this Agreement and so as to be impartial and fair to all of the employees and shall not discriminate by reason of nationality, creed or race, and will be mindful of the dignity of the labor of the individual.

ARTICLE IV

BASE WAGES

Section 1: The annual Base Wages for employees shall be as indicated below according to date of hire, years of service, rank and/or assignment, effective on the dates indicated:

<table>
<thead>
<tr>
<th>Rank</th>
<th>6/1/99</th>
<th>6/1/00</th>
<th>6/1/01</th>
<th>6/1/02</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detective and/or Youth Officer</td>
<td>$31,666</td>
<td>$32,774</td>
<td>$34,003</td>
<td>$35,278</td>
</tr>
<tr>
<td>After one (1) year of service</td>
<td>$38,861</td>
<td>$40,221</td>
<td>$41,729</td>
<td>$43,294</td>
</tr>
<tr>
<td>After two (2) years of service</td>
<td>$46,056</td>
<td>$47,668</td>
<td>$49,456</td>
<td>$51,311</td>
</tr>
<tr>
<td>After three (3) years of service</td>
<td>$53,251</td>
<td>$55,115</td>
<td>$57,182</td>
<td>$59,326</td>
</tr>
<tr>
<td>After four (4) years of service</td>
<td>$61,469</td>
<td>$63,620</td>
<td>$66,006</td>
<td>$68,481</td>
</tr>
<tr>
<td>Detective and/or Youth Officer</td>
<td>$69,153</td>
<td>$71,573</td>
<td>$74,257</td>
<td>$77,041</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$69,460</td>
<td>$72,209</td>
<td>$74,917</td>
<td>$77,726</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$76,406</td>
<td>$79,430</td>
<td>$82,409</td>
<td>$85,499</td>
</tr>
</tbody>
</table>

Section 2: The annual Base Wages listed above shall reflect the following wage differentials:

Detective and/or Youth Officer: 12.5% above the annual salary of a Police Officer who has completed four (4) years of service.

Sergeant: 13% as of 6/1/99, 13.5% as of 6/1/00 above the annual salary of a Police Officer who has completed four (4) years of service.

Lieutenant: 10% above the annual salary of a Sergeant.
ARTICLE V

ANNUAL STIPENDS

Section 1: Employees shall be entitled to an annual stipend, paid by separate check in the first pay period of June of each year, for being certified as an E.M.T., Certified First Responder and/or K-9 handler. To be eligible for receipt of the stipend, an employee must provide proof of certification to the Chief of Police on an annual basis. If an employee provides the required proof of certification after June 1st, he/she shall be paid the stipend when proof is presented retroactive to the start of the fiscal year. The annual stipend due certified employees is $300.

ARTICLE VI

LONGEVITY

Section 1: Employees, regardless of assignment or rank, shall be entitled to an annual longevity increment for years of service according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>6/1/99</th>
<th>6/1/00</th>
<th>6/1/01</th>
<th>6/1/02</th>
</tr>
</thead>
<tbody>
<tr>
<td>After five (5) consecutive years of service</td>
<td>$700.00</td>
<td>$725.00</td>
<td>$750.00</td>
<td>$775.00</td>
</tr>
<tr>
<td>After ten (10) consecutive years of service</td>
<td>$750.00</td>
<td>$775.00</td>
<td>$800.00</td>
<td>$825.00</td>
</tr>
<tr>
<td>After fifteen (15) consecutive years of service</td>
<td>$850.00</td>
<td>$875.00</td>
<td>$900.00</td>
<td>$925.00</td>
</tr>
<tr>
<td>After twenty (20) consecutive years of service</td>
<td>$950.00</td>
<td>$975.00</td>
<td>$1,000.00</td>
<td>$1,025.00</td>
</tr>
<tr>
<td>After twenty-five (25) consecutive years of service</td>
<td>$975.00</td>
<td>$1,000.00</td>
<td>$1,025.00</td>
<td>$1,050.00</td>
</tr>
</tbody>
</table>

Section 2: Longevity shall be paid on July 1st of each year by separate checks.

ARTICLE VII

HIGHER RANK ASSIGNMENT

Section 1: Any employee assigned to perform the duties of a higher rank or assignment shall be paid at the rate applicable to such higher rank or assignment, provided the Chief, or in the Chief’s absence, the Acting Chief of the Department, authorizes the performance of work at the higher rank or assignment and, provided further, that such work period shall comprise one (1) or more tours of duty of eight (8) consecutive hours each, unless a shorter work period has been assigned by the Chief or, in the Chief’s absence, the Acting Chief of the Department. In no event shall an employee receive pay at a rate higher than the pay for the rank immediately above the employee’s normal rank.

Section 2: Job Descriptions - The job descriptions for Police Officer, Sergeant and Lieutenant as described in this Agreement shall be defined by the Westchester County Personnel Office for Towns and Villages in Westchester County.
Section 3: The Senior Police Officer on duty shall be considered working out of title if there is no superior officer (Sergeant or Lieutenant) working patrol duties. The Senior Police Officer on patrol duty in such a situation, if assigned to desk duty or not, shall be entitled to payment under Article IV, Section 1 of this Agreement.

ARTICLE VIII

OVERTIME

Section 1: Employees shall be entitled to overtime at the rate of time and one-half (1 1/2). The overtime rate shall be paid for all hours over the daily tour, work performed beyond the forty (40) hour tour and work beyond the thirty-two (32) hour tour.

Section 2: Employees shall also be entitled to payment at time and one-half (1 1/2) for court appearances and other official hearings or other like appearances outside regularly scheduled work hours, with a minimum of four (4) hours for each appearance.

Section 3: Employees may elect to receive compensatory time in lieu of cash payment for overtime worked. Compensatory time shall be earned at the same rate as cash payment for overtime worked and shall be subject to the following:

a) Employees may accumulate a maximum of forty-eight (48) hours at any given time within the fiscal year.

b) Accumulated compensatory time not used by May 31st of each year shall be paid to the employee in June of each year at the rate in effect for the employee on May 31st of the fiscal year the compensatory time was earned.

c) The taking of time off for compensatory time shall be at a time requested by the employee, subject to the prior approval of the Chief of Police, such approval shall not be arbitrarily withheld.

ARTICLE IX

HOLIDAYS

Section 1: Employees shall be entitled to twelve (12) paid holidays per year whether worked or not.

Section 2: Each employee shall receive cash payment for holidays in the first (1st) pay period of December of each year.

Section 3: In addition to the holiday pay above, employees who work Christmas Day, Thanksgiving Day, New Year’s Day, Easter Sunday or Veterans who work on Memorial Day or Veterans’ Day shall be paid the above holiday pay, their regular day’s pay for the day worked,
plus an additional day's pay. The day's pay within the regular work tour plus the additional day's pay herein provided shall be paid in the regular pay period.

Section 4: Double time shall also be paid for all employees, in addition to the twelve (12) paid holidays above, who work out of their normally scheduled work week on New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Easter Sunday, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Section 5: Time off against the paid holidays shall be permitted by mutual agreement with the Chief of Police, except for double time holidays, which may be granted by the Chief of Police.

ARTICLE X

VACATIONS

Section 1: Annual paid vacation shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Vacation Time Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) year</td>
<td>Ten (10) working days</td>
</tr>
<tr>
<td>Two (2) years</td>
<td>Fifteen (15) working days</td>
</tr>
<tr>
<td>Five (5) years</td>
<td>Sixteen (16) working days</td>
</tr>
<tr>
<td>Six (6) years</td>
<td>Seventeen (17) working days</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>Eighteen (18) working days</td>
</tr>
<tr>
<td>Eight (8) years</td>
<td>Nineteen (19) working days</td>
</tr>
<tr>
<td>Nine (9) years</td>
<td>Twenty (20) working days</td>
</tr>
<tr>
<td>Ten (10) years</td>
<td>Twenty-one (21) working days</td>
</tr>
<tr>
<td>Fifteen (15) years</td>
<td>Twenty-two (22) working days</td>
</tr>
<tr>
<td>Twenty (20) years</td>
<td>Twenty-five (25) working days</td>
</tr>
</tbody>
</table>

Section 2: For employees with less than one (1) year of service, vacations shall accrue at the rate of five-sixths (5/6) of a workday for each month of continuous service. Although vacations will begin to accrue the day an employee begins working, vacations shall not be taken unless earned and accrued. No employee shall be entitled to take vacation until after six (6) continuous months of satisfactory service has been completed.

Section 3: Employees holding the rank of Sergeant or Lieutenant shall be entitled to an annual paid vacation of not less than twenty (20) working days regardless of years of service; however, when his/her years of service entitles an employee to more than twenty (20) working days annual paid vacation, such Sergeant or Lieutenant shall be entitled to such additional annual paid vacation as indicated in Section 1 of this Article.

Section 4: An employee is entitled to an arrangement that will give him/her the normal two (2) days off with each five (5) workdays vacation coming under the above schedule. The following table will clarify this intent:
<table>
<thead>
<tr>
<th>Vacation Time Due</th>
<th>Total Time Off To Which Employee is Entitled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) working days</td>
<td>Seven (7) consecutive days</td>
</tr>
<tr>
<td>Ten (10) working days</td>
<td>Fourteen (14) consecutive days</td>
</tr>
<tr>
<td>Fifteen (15) working days</td>
<td>Twenty-one (21) consecutive days</td>
</tr>
<tr>
<td>Twenty (20) working days</td>
<td>Twenty-eight (28) consecutive days</td>
</tr>
<tr>
<td>Twenty-five (25) working days</td>
<td>Thirty-five (35) consecutive days</td>
</tr>
</tbody>
</table>

**Section 5:** Vacations may be split at the option of the employee, provided that no vacation period [five (5) working days plus two (2) normal days off] is less than seven (7) consecutive days.

**Section 6:** Vacations shall be granted in accordance with seniority, as long as the needs of the Department are thereby not jeopardized.

**ARTICLE XI**

**PERSONAL LEAVE WITH PAY**

**Section 1:** Employees shall be entitled to time off with pay for a maximum of six (6) days during each contract year; two (2) days off for reasons at the discretion of the employee and four (4) days off for valid excuse, as for instance:

(A) Time off for attendance at college graduation of son or daughter where travel is required.

(B) Medical or dental appointments, or moving or purchasing of a residence.

(C) Other good cause.

(D) Days of absence due to conditions beyond the control of the Village are to be counted as part of the allotted six (6) leave days.

**Section 2:** The taking of personal leave shall be subject to the prior approval of the Chief of Police, such approval not to be unreasonably withheld.

**Section 3:** An employee's request for personal leave shall be submitted, in writing, not less than seventy-two (72) hours in advance of the personal day requested. Said employee shall receive, from the Chief of Police, the written approval or denial to such request not more than forty-eight (48) hours from the date that such request was submitted by the employee.

(A) For the purpose of time limits stated in this Article, Saturdays and Sundays shall not be used to calculate total hours.

(B) In the event of an emergency, the employee shall not be required to give advance notice for the taking of a personal day.
Section 4: On May 31st of each year, any unused portion of the employee's previous year's six (6) personal leave days shall be credited to such employee's sick leave accumulation or the employee may elect to receive payment, by lump sum separate check, for such unused personal leave days. Payment shall be received by the employees who so elect in the first pay period of July of each year at the rate of pay in effect for said employees on May 31st of the year the personal leave days were due the employee.

ARTICLE XII

BEREAVEMENT LEAVE

Section 1: Employees shall be entitled to bereavement leave of three (3) work days for death in the immediate family (parents, parent-in-laws, grandparents, spouse, children, brother, sister, brother-in-law, sister-in-law or relative residing with the employee).

ARTICLE XIII

SICK LEAVE

Section 1: Sick leave shall accumulate at the rate of one (1) day per month. An employee shall be entitled to an unlimited accumulation and shall be entitled to use their maximum accruals in the event of sickness.

A new employee shall be credited with twelve (12) sick days upon appointment.

Section 2: Employees claiming sick leave will be confined to their home for the duration of the illness and are to inform the officer on the desk if they leave home during their assigned work tour, when they leave, where they are going and the time of return. The desk officer shall make proper entry in the sick report card.

Section 3: Accumulated sick leave will be paid in cash upon retirement, resignation or death, at the option of the employee or his/her estate, as follows:

- 1 to 59 days $35.00/day
- 60 to 120 days $40.00/day
- 121 days and above $45.00/day

ARTICLE XIV

UNIFORMS

Section 1: The Village shall pay the full cost of any uniform changes required by the Village and/or the Chief of Police.
Section 2: Employees shall be entitled to an annual lump sum payment of $775.00, by separate check, for uniform and/or uniform maintenance.

Section 3: The Employer shall replace or repair, at no cost to the employee, any uniforms which are damaged or destroyed in the performance of duty. Such repair or replacement by the Employer shall be after approval of the Chief of Police and such approval shall not be unreasonably or arbitrarily withheld.

Section 4: The Village shall reimburse employees for the cost of repair or replacement of personal property damaged or destroyed in the performance of duty. To be eligible for reimbursement, the affected employee must submit proof of the cost of repair or replacement to the Chief of Police. The maximum liability incurred by the Village under this Section is seventy-five dollars ($75.00) per employee per incident, except for eyeglasses, which shall have a maximum reimbursement of one hundred dollars ($100.00) per employee per incident.

ARTICLE XV

WELFARE BENEFITS

Section 1: The Village shall pay one hundred percent (100%) of the premium or cost for individual or dependent coverage of health insurance for all employees. In the event the Village seeks to change the health insurance plan and its benefits, the change(s) shall be submitted, in writing, to the Association President. The Association shall respond to the Village, within ninety (90) calendar days, that they agree or disagree that the change is comparable to the existing plan and benefits. In the event the Association does not agree that the new health insurance plan and benefits are comparable, the parties agree to submit this matter to expedited arbitration through the American Arbitration Association (AAA) pursuant to their voluntary rules and procedures in effect at that time. The parties reserve the right to select an arbitrator to hear this matter. The arbitrator's decision and function shall be as set forth in Article XXIV - Grievance and Arbitration. In no event shall any change in the health insurance plan and benefits be effectuated until such time as an arbitration award has been issued which permits the change.

Section 2: The Village may elect to enter the Alternate M.E.B.C.O. plan from the Basic M.E.B.C.O. plan subject to the following limitations:

(A) The M.E.B.C.O. Basic Plan Booklet, as of August 17, 1994, shall be incorporated into Appendix "A" and made a part of this Agreement. The terms, conditions and benefits as set forth in the Basic M.E.B.C.O. Plan Booklet and as amended by Appendix "B" shall be the Alternate M.E.B.C.O. Plan. It is agreed and understood by the parties that the terms, conditions and benefits are the minimum due the employee and the employee's eligible dependents.

(B) For the purpose of this provision, it is recognized that the physicians, chiropractors, medical facilities or pharmacies participating as a "participating providers" in either the Basic M.E.B.C.O. or Alternate M.E.B.C.O. Plan, may change from time to time, provided that there remains, in that particular field, a reasonable number of "participating providers" in the geographical area, and such change(s) shall not be considered to be a reduction of a term, condition or benefit of the Basic M.E.B.C.O. or Alternate M.E.B.C.O. Plan.
Section 3: The Village agrees to provide access to a maximum of two (2) Health Maintenance Organizations (HMO’s) for employees to select from as an alternative from the M.E.B.C.O. Plans. The HMO's shall be mutually agreed upon by the Village and Association. The Village shall not be responsible to pay more than the cost of the Basic M.E.B.C.O. or Alternate M.E.B.C.O. Plan, whichever is in effect at that time, for individual and family coverage, if elected.

Section 4: Health Insurance For Retirees:

An employee who retires from the Village with at least ten (10) years of service with the Village on the date of retirement shall be entitled to receive health insurance through the Village, for individual and/or dependent coverage, as set forth herein, at no cost to that retiree.

Notwithstanding the above, any employee who becomes disabled and retires due to a line of duty injury, as determined by the New York State Police and Fire Retirement System, regardless of their date of hire with the Village, shall be entitled to receive health insurance for individual and/or dependent coverage, at no cost to the disabled retiree.

Section 5:

(A) The Village shall pay to the Association, for each employee, for a mutually agreed upon Dental Plan, as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$35/month</td>
</tr>
<tr>
<td>Family</td>
<td>$55/month</td>
</tr>
</tbody>
</table>

(B) In the event the Village seeks to change the Dental Insurance Plan and its benefits, the change(s) shall be submitted, in writing, ninety (90) calendar days prior to the anticipated change(s), to the Association President. The Association President shall respond to the Village, in writing, not to exceed thirty (30) calendar days after receiving the notice, that the Association agrees or disagrees that the change(s) are comparable to the existing plan and benefits. In the event the Association does not agree that the new dental insurance plan and benefits are comparable, the parties agree to submit this matter to expedited arbitration through the American Arbitration Association (AAA), pursuant to their voluntary rules and procedures in effect at that time. The parties reserve the right to select an arbitrator to hear this matter. The arbitrator’s decision and function shall be as set forth in Article XXIV - Grievance and Arbitration. In no event shall any change in the dental insurance plan and benefits be effectuated until such time as an arbitration award has been issued which permits the change.

Section 6: The Employer shall pay the entire cost of the premiums for forty thousand dollars ($40,000) of life insurance on each employee.
ARTICLE XVI

PENSION

Section 1: The Employer shall continue, at no cost to the employee, the following retirement plans as described in the Retirement and Social Security Law of the State of New York:

- Section 375-i: Improved Career Retirement Plan
- Section 384: 25 Year, Half Pay Retirement Plan
- Section 384-d: 20 Year, Half Pay Retirement Plan
- Section 341-j: Allowance for Unused Sick Leave
- Section 302-9d: Retirement on Twelve (12) Months Preceding Retirement
- Section 341-k: Credit for Certain World War II Service

ARTICLE XVII

ADEQUATE EQUIPMENT

Section 1: The Employer shall maintain all equipment so as to protect the safety of the employees.

ARTICLE XVIII

SENIORITY

Section 1: When fitness and ability are equal, seniority shall prevail on assignments.

ARTICLE XIX

LIABILITY INSURANCE

Section 1: The Employer shall provide arrest and liability insurance coverage for its employees.

ARTICLE XX

SCHEDULES

Section 1: Employees assigned on the three (3) tour rotation shall be assigned to a rotating work schedule of 243.33 scheduled work days per year prior to deduction of authorized leave time.

Section 2: Schedules shall be posted three (3) months in advance, but such posting shall not prevent necessary changes at the discretion of the Chief of Police, or in the absence of the Chief, the Acting Chief.
ARTICLE XXI

CHART DAYS

Section 1: Employees assigned to a two (2) tour rotating schedule shall be entitled to six (6) Chart Days per fiscal year. Employees assigned to a fixed shift shall be entitled to three (3) Chart Days per fiscal year. Chart Days are defined as scheduled workdays which shall be available to the employees working two (2) tour rotating schedules or employees working fixed shifts as additional days off without loss of wages or benefits according to the following:

(A) Chart Days are not accumulative and must be taken within the fiscal year due.

(B) Employees must, by written request to the Chief of Police, apply for a Chart Day(s) not less than five (5) days prior to the day requested off. The Chief of Police, within twenty-four (24) hours of the receipt of the employee's request, shall inform the employee, in writing, whether the request has been approved or denied. The Chief may deny the Chart Day(s) if granting of the Chart Day would cause overtime. Once a Chart Day has been approved, the approval cannot be withdrawn, and if the employee is ordered to work on a day when he/she is on a Chart Day, said employee shall be paid at overtime rate for that day and the Chart Day shall be deducted from annual entitlement. In the event that more than one (1) employee applies for a Chart Day on the same date on the same tour, the granting of the Chart Day shall be determined in the following sequence:

1) Date and time of filing of the request
2) Seniority

(C) Scheduled manpower on the tour that the Chart Day is requested shall be the determining factor for approval or denial of a Chart Day.

(D) Employees who have made requests for Chart Days during the fiscal year and have made such requests under the procedures set forth in this Article and who have been denied one (1) or more Chart Days within the fiscal year and have a balance of unused Chart Days due them on May 31st of each year, shall have the option of disposing of unused Chart Days by:

1) Receipt of cash payment (at the employee's normal rate of pay on May 31st of the year of entitlement of the Chart Day) for all unused Chart Day(s).

2) The balance of the unused Chart Day(s) added to the employee's accumulated sick time.

(E) In no event shall an employee be entitled to cash payment or accumulated sick leave credits for unused Chart Day(s) unless the employee has requested and been denied the Chart Day(s).
ARTICLE XXII

TRAINING DAY

Effective January 1, 2000, each employee may be assigned to one (1) training day during any year, when not regularly scheduled to work, limited expressly to the following training:

a. Firearm qualifications
b. Legal updates
c. Cardiopulmonary Resuscitation/First Aid
d. Use of force

All affected employees shall receive a minimum notice of fourteen (14) calendar days of the assigned training day. No employee shall be required to attend any training day without the minimum notice requirement and acknowledgment of receipt of the notice. However, the affected employee(s) may agree to attend the training day without the minimum notice requirement and acknowledgment.

In the event the Chief of Police does not assign a training day to employees during any calendar year, they shall not be required to make up any training day during the following year(s).

Any training day assigned and attended as set forth herein that is less than one (1) day (8 hours), shall be counted as one (1) training day. Any training in excess of eight (8) hours a day, shall be paid pursuant to Article VIII - Overtime.

A training day may not be assigned to any affected employee under the following conditions:

a. While on any approved paid leave (e.g., vacation, personal leave, holiday, etc.) unless agreed to by that employee.

b. While on scheduled pass days (days off) unless agreed to by that employee.

ARTICLE XXIII

PREVIOUS PRACTICE

Section 1: This Agreement is to supersede all previously existing practices, rules and regulations, except those contained in the Dobbs Ferry Village Code and Appendices and official resolutions of the Village Board of Trustees in existence prior to the expiration of the prior collective bargaining agreement; which, except as herein modified, shall continue for the life of the contract.
ARTICLE XXIV
GRIEVANCE AND ARBITRATION

Section 1: Any dispute arising concerning the interpretation of the expressed terms of this Agreement shall be the subject of a grievance and shall be processed according to the following procedure.

Section 2: A grievance of an employee or employees shall be presented in writing to designated supervisory personnel within ten (10) days from the occurrence of the cause giving rise to the complaint or of active constructive notice thereof.

Section 3: In the event that the grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within five (5) working days, then the Association may present the same in writing to the Village Administrator or his/her designee for settlement.

Section 4: In the event that such grievance is not disposed of under Section 3, the Village or the Association, not later than twenty (20) days after presentation under Section 3, shall have the right to submit the issue to binding arbitration before an impartial arbitrator. The submission shall include a brief statement setting forth precisely the express provision of this Agreement to be interpreted by the arbitrator. The arbitrator shall issue his/her binding decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, from the date of transmitting the file, statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provisions of this Agreement submitted to him/her. The decision of the arbitrator shall be binding on the Employer, employee(s) and/or the Association.

Section 5: The parties agree on the following individuals to serve as arbitrators:

1) Benjamin Falcigno
2) Joel Douglas
3) Bonnie Siber Weinstock

Each party reserves the right to propose a name for replacement to the list upon thirty (30) days written notice to the other party. The proposed arbitrator shall not serve on the list until mutually agreed upon.

The panel members shall rotate and be available within sixty (60) days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member who can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to either use the panel member that was scheduled next, or the panel member whose schedule is available on the earliest possible date.

The arbitrator's fee and the cost and expenses of the arbitration proceeding will be shared equally by the parties.

Section 6: Time limitations may be suspended only by mutual agreement of both parties.
ARTICLE XXV

JURY DUTY

Section 1: In the event an employee is noticed and required to appear for jury duty at a time that the member is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The employee will provide a copy of the notice to the Chief of Police or designee.

Section 2: In the event that an employee required to appear for jury duty on a scheduled day tour only is released with three (3) or more hours remaining on that tour, that employee will notify the Chief of designee for determination to report back to the day tour assignment.

Section 3: In the event an employee is scheduled for a tour of duty other than the hours noticed to appear for jury duty, he/she shall not report for his/her regularly scheduled tour of duty.

Section 4: All fees paid to the employee when released from work shall be endorsed over to the Village. However, any mileage, tolls and/or parking reimbursements for appearing at jury duty shall be retained by the employee.

ARTICLE XXVI

TAYLOR LAW PROVISION

Section 1: 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 XXVII

DURATION

Section 1: This Agreement shall be effective from June 1, 1999 to May 31, 2003.

DOBBS FERRY POLICE ASSOCIATION, INC.

Curt Giacobbe, President

Date 08/10/00

VILLAGE OF DOBBS FERRY

Brian Monahan, Mayor

Date 8/13/00