Contract Database Metadata Elements


Employer Name: Goshen, Village of

Union: Village of Goshen Police Benevolent Association (PBA)

Local:

Effective Date: 06/01/03

Expiration Date: 05/31/07

PERB ID Number: 7596

Unit Size: 16

Number of Pages: 32
AGREEMENT BETWEEN

VILLAGE OF GOSHEN

and

VILLAGE OF GOSHEN POLICE
BENEVOLENT ASSOCIATION, INC.

June 1, 2003 to May 31, 2007

RECEIVED

JUN 1 2 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Description</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statement of Policy</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Management Rights</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Strike Prohibition</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Miscellaneous</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Base Wage</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Longevity</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>Work Schedule and Overtime</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Uniforms and Equipment</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>Health Insurance</td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>Welfare Fund</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>Retirement Plan</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>Personal Leave</td>
<td>10</td>
</tr>
<tr>
<td>14</td>
<td>Sick Leave</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>Holidays</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>Vacation</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>Promotions</td>
<td>14</td>
</tr>
<tr>
<td>18</td>
<td>Grievance and Arbitration Procedure</td>
<td>14</td>
</tr>
<tr>
<td>19</td>
<td>Disciplinary Procedures</td>
<td>16</td>
</tr>
<tr>
<td>20</td>
<td>Bereavement Leave</td>
<td>16</td>
</tr>
<tr>
<td>21</td>
<td>Jury Duty</td>
<td>16</td>
</tr>
<tr>
<td>22</td>
<td>Call In Time</td>
<td>16</td>
</tr>
<tr>
<td>23</td>
<td>Court Appearance</td>
<td>17</td>
</tr>
<tr>
<td>24</td>
<td>ADA Compliance Clause</td>
<td>17</td>
</tr>
<tr>
<td>25</td>
<td>Duty of Fair Representation</td>
<td>17</td>
</tr>
<tr>
<td>26</td>
<td>General Municipal Law Section 207-c Procedure</td>
<td>17</td>
</tr>
<tr>
<td>27</td>
<td>Entire Agreement</td>
<td>25</td>
</tr>
<tr>
<td>28</td>
<td>Legislative Action for Approval</td>
<td>25</td>
</tr>
<tr>
<td>29</td>
<td>Interpretation</td>
<td>25</td>
</tr>
<tr>
<td>30</td>
<td>Severability</td>
<td>25</td>
</tr>
<tr>
<td>31</td>
<td>Negotiation for New Contract</td>
<td>26</td>
</tr>
<tr>
<td>32</td>
<td>Duration</td>
<td>26</td>
</tr>
<tr>
<td>A</td>
<td>General Municipal Law Section 207-c Application</td>
<td>27</td>
</tr>
<tr>
<td>B</td>
<td>Medical Records Release Form</td>
<td>30</td>
</tr>
</tbody>
</table>
This Agreement, made and entered into this 6th day of April, 2005 between the VILLAGE OF GOSHEN, Orange County, New York, ("Village"), and the VILLAGE OF GOSHEN POLICE BENEVOLENT ASSOCIATION, INC. ("Association").

ARTICLE 1 - STATEMENT OF POLICY

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

ARTICLE 2 - RECOGNITION

Section 1.

The Village recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages and conditions of employment for all full time (those employed regularly scheduled to work more than 20 hours per week), permanent employees of the Police Department who are in the job titles of Police Officer and Sergeant.

Section 2.

The job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these titles will continue to be utilized by the Village.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1.

Except as expressly limited by other provisions of the Agreement, all of the authority, rights and responsibilities possessed by the Village are retained by it, including but not limited to, the right to determine the mission, purpose, objectives and policies of the Village; to determine the facilities, methods, means and number of personnel required to conduct Village programs; to administer the merit system, including the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to this Agreement, to direct, deploy and utilize the work force; and to discipline or discharge employees in accordance with the provisions of this Agreement. Actions taken under this clause shall not be arbitrable.
Section 2.

The Village, acting through the office of the Chief of Police, hereinafter referred to as Chief, may adopt, change or modify work rules. Whenever the Village, acting through the office of the Chief, changes work rules or issues new work rules, the Association will be given at least five (5) days prior notice, absent emergency, before the effective date, in order that the Association may discuss said rules with the Village, acting through the office of the Chief, before they become effective, if the Association so requests. Further, copies will be given to employees before such rules take effect and a copy will also be given to the Association.

ARTICLE 4 - STRIKE PROHIBITION

There will be no strikes, sit-ins, massive call-ins or any similar action which would interfere with normal work performance since adequate procedures are provided for settlement of grievances.

ARTICLE 5 - MISCELLANEOUS

Whenever the male gender is used in the Agreement, it shall be construed to include equally, both male and female employees.

ARTICLE 6 - BASE WAGE

Section 1.

All employees shall be paid the following Base Wage:

<table>
<thead>
<tr>
<th></th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year</th>
<th>6th Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Police Officer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>$39,876</td>
<td>$41,690</td>
<td>$42,732</td>
<td>$43,800</td>
<td>$44,895</td>
<td>$46,017</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$42,388</td>
<td>$44,295</td>
<td>$45,402</td>
<td>$46,537</td>
<td>$47,700</td>
<td>$48,893</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$44,907</td>
<td>$46,928</td>
<td>$48,101</td>
<td>$49,304</td>
<td>$50,537</td>
<td>$51,800</td>
</tr>
<tr>
<td>4th Year</td>
<td>$47,415</td>
<td>$49,549</td>
<td>$50,788</td>
<td>$52,058</td>
<td>$53,359</td>
<td>$54,693</td>
</tr>
<tr>
<td>5th Year</td>
<td>$49,937</td>
<td>$52,184</td>
<td>$53,489</td>
<td>$54,826</td>
<td>$56,197</td>
<td>$57,602</td>
</tr>
<tr>
<td>6th Year</td>
<td>$52,453</td>
<td>$54,813</td>
<td>$56,183</td>
<td>$57,588</td>
<td>$59,028</td>
<td>$60,504</td>
</tr>
<tr>
<td>Sergeant(s)**</td>
<td>$60,321</td>
<td>$63,035</td>
<td>$64,610</td>
<td>$66,226</td>
<td>$67,882</td>
<td>$69,580</td>
</tr>
</tbody>
</table>

The Detective(s) shall be paid a Base Wage based on a 5% differential over and above his/her Police Officer's Base Wage (i.e., Police Officer - 6th year, paid $57,554 on 6/1/04).
* The Sergeant(s) shall be paid a Base Wage based on a 15% differential over and above Police Officer – 6th Year.

** In the event there is a third (3rd) Sergeant, the Sergeant(s) shall be paid a Base Wage based on a 17.5% differential over and above a Police Officer – 6th Year.

Section 2.

Effective June 1, 2003, each employee hired on after that date with prior full-time credited police service (i.e., deputy sheriff, criminal investigator, etc.) shall be credited for all prior years of service, not to exceed five (5) full years of service. That employee shall be placed on the increment step of the Base Wage schedule which equals his/her credited years of service as set forth herein (i.e., credited with 4 full years, placed at Police Officer 5th Year). This shall not apply to an employee who had prior service as a peace officer (i.e., correction officer, probation officer, etc.)

ARTICLE 7 - LONGEVITY

Section 1.

Each employee shall receive longevity pay based upon his years of service with the Police Department. For the purpose of this Article, "Years of Service" shall mean those years subsequent to the initial employment date of an employee in which the employee actually works. Longevity pay shall be added to an employee's Base Wage in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>6/1/03</th>
<th>6/1/04</th>
<th>6/1/05</th>
<th>6/1/06</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 7 years</td>
<td>$ 400.00</td>
<td>$ 400.00</td>
<td>$ 400.00</td>
<td>$ 425.00</td>
</tr>
<tr>
<td>After 11 years</td>
<td>$ 800.00</td>
<td>$ 800.00</td>
<td>$ 800.00</td>
<td>$ 850.00</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>After 19 years</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,700.00</td>
</tr>
</tbody>
</table>

Section 2.

Longevity payments indicated in the above schedule are cumulative and shall be added to the Base Wage. For example, effective June 1, 2006, an employee shall be paid a total amount of four thousand two hundred fifty dollars ($4,250.00) in longevity pay added to the Base Wage after 19 years of service.
ARTICLE 8 - WORK SCHEDULE AND OVERTIME

Section 1.

The Village shall implement a 248-day work schedule for all police officers. All police officers shall rotate every three (3) weeks from the "A" line (10:30 p.m. to 6:30 a.m.), to the "C" line (2:30 p.m. to 10:30 p.m.), to the "B" line (6:30 a.m. to 2:30 p.m.) tour of duty by being scheduled to work as follows:

5 consecutive days on, followed by 2 consecutive days off,
followed by 5 consecutive days on, followed by 2 consecutive days off, followed by 5 days on, followed by 3 consecutive days off, and repeat the cycle.

Effective June 1, 2004, and notwithstanding the above, except in an emergency situation, the Chief of Police may, on at least three (3) day's prior notice, effect a per day shift change for any police officer, no more then seven (7) times each contract year. The work schedule shall be posted no later than five (5) calendar days prior to the start of the four (4) week twenty-eight (28) calendar day period in which the schedule applies. Each employee shall review the schedule for any errors or omissions and advise the Chief of Police, or designee, accordingly. All employees shall report for their assigned tour of duty as scheduled, unless on paid leave or excused from work as provided by the Rules and Regulations. The posting of the work schedule shall not affect the rotation as set forth in Section 1.

The two (2) Sergeants shall work five (5) consecutive days on, followed by two (2) consecutive days off, and rotate every calendar month from the "B" line (6:30 a.m. to 2:30 p.m.) to the "C" line (2:30 p.m. to 10:30 p.m.) and repeat the cycle. The Sergeants’ fixed days off shall be established by the Chief of Police annually, effective June 1st of each year, and then the Sergeants shall select their days off by seniority in title. The Sergeants shall be credited with ten (10) "work schedule adjustment days" each June 1st, in recognition of the patrol’s work schedule, for use during that fiscal year. The "work schedule adjustment days" shall not be cumulative from year to year. The granting of the "work schedule adjustment days" is subject to the approval of the Chief of Police, which shall not be unreasonably denied. In the event the Village creates a third (3rd) Sergeant, all three (3) Sergeants shall rotate the same as the Police Officers and subject to the per day shift change as set forth in Section 1. The Sergeant’s “work schedule adjustment days” shall be pro-rated accordingly at that time, to be used by the end of that fiscal year, and no longer credited thereafter. Effective with the Sergeant’s rotation, they will be paid the higher differential as set forth in Article 6 – Base Wage.

The Detective’s basic workweek shall be Monday through Friday from 8:00 a.m. to 4:00 p.m., including holidays off as set forth in Article 15 – Holidays. The Chief of Police, or designee, may “flex” the Detective up to four (4) hours from his/her starting time (i.e., start at 12:00 noon) with a minimum of twenty-four (24) hours notice for investigative purposes only. The Chief of Police with a minimum of twenty-four (24)
hours notice, may, for investigative purposes only, schedule the Detective to a workweek of 4:00 p.m. to 12:00 midnight, so long as it is for a minimum of one (1) week blocks of Monday through Friday. In that event, there shall be no flex in his/her hours of work. The Detective shall be credited with ten (10) “work schedule adjustment days” each June 1st in recognition of the patrol’s work schedule for use during that fiscal year. The “work schedule adjustment days” shall not be cumulative from year to year. The granting of the “work schedule adjustment days” is subject to the approval of the Chief of Police, or designee, which shall not be unreasonably denied. The use of paid leave by the Detective(s) shall not impact or deny time off of those in the patrol schedule. The Detective(s) shall not be included in the staffing level of the patrol schedule. In the event the Village creates a second (2nd) Detective, a second (2nd) work schedule shall have a basic workweek of Monday through Friday from 4:00 p.m. to 12:00 midnight which shall be instituted with the same provisions as set forth herein. In that event, each Detective shall rotate from his/her basic workweek (i.e., 8:00 a.m. to 4:00 p.m., rotate to 4:00 p.m. to 12:00 midnight and vice versa every three (3) weeks, which is the patrol schedule rotation).

In the event the Village elects to participate in a task force and assign a bargaining unit employee, that employee’s work schedule shall be that of the task force. The employee shall not be entitled to any “work schedule adjustment days” while at the task force. In the event the task force is not scheduled to work on a holiday as set forth in Article 15 – Holidays, he/she shall be deemed off that day with pay, and it shall not diminish his/her contractual number of holidays. The assignment of an employee(s) to a task force which removes him/her from his/her rotation as set forth herein shall not diminish the ability of those employees on that tour of duty from being granted the use of paid leave for time off. The task force employee(s) shall be treated as if he/she were working that day for the purpose of granting the use of paid leave for time off of the other employees. The use of paid leave by the task force employee(s) shall not impact or deny time off of those in the patrol schedule. The task force employee(s) shall not be included in the staffing level of the patrol schedule.

Section 2.

An employee who works more than their scheduled eight (8) hour tour of duty, or when not scheduled to work, or in excess of their scheduled work week, shall be paid overtime. (Example: A police officer whose regularly scheduled work week is thirty-two (32) hours, would be paid overtime in the event that officer works beyond his/her tour of duty or when he/she is not scheduled to work, or in excess of that work week.) All paid leave, such as, but not limited to, vacation, sick personal, etc., shall constitute time worked in the calculation of overtime. Hours which are worked in connection with an exchange of tours with another employee shall not be considered overtime. No employee shall receive compensation or compensatory time off more than once for the same hours under any provision of this Agreement.
Section 3.

Overtime shall be offered to full time employees first (1st) in the event of staffing vacanc(ies), and if no one volunteers, the Village may use part time employees as set forth herein. All full time employees shall be notified via telephone or beeper of the overtime shift opportunity by the supervisor on duty, or a designee.

The overtime opportunity will first be offered to full time employees who are on a scheduled day off. In order of descending rank, seniority within rank, and then seniority, each eligible employee will be contacted by telephone or beeper and given a ten (10) minute response period to either accept or decline the offer of an overtime shift.

If a full time employee does not respond within ten (10) minutes, it will be deemed as declination of the overtime offer. If all eligible full time employees decline the available shift, the shift may then be offered to a part time employee.

Eligibility will be defined as any full time employee who, as a result of accepting an offer of an overtime shift, will not be performing a "double midnight to day shift".

Effective December 27, 2004, overtime shall be based on seniority using a rotational basis, in that once an employee volunteers, is contacted and accepts or declines as set forth above, his/her name shall be placed on the bottom of the overtime list and move up accordingly. The parties agree that each employee shall provide a primary contact number (i.e., pager, cell phone, etc.) to be reached at, and that if actual contact is not made with that employee, a voice mail message shall be left regarding the overtime opportunity. Each employee shall have fifteen (15) minutes to call back to the police department after the voice mail message has been left to accept or decline the overtime. No response by the employee will be deemed a declination and noted accordingly.

Section 4.

The Village agrees that it shall not hire and/or use more than three (3) part time employees at any one time. In consideration for this limitation, the Association agrees that the Village shall be permitted to schedule part time employee(s) to supplement the work schedule in the event of a long term absence due to injury and/or illness and/or when a full time employee is on vacation for five (5) or more consecutive work days. Long term shall be defined as after two (2) or more consecutive work weeks of absence by a full time employee. The part time employee may be placed on the schedule without use of overtime of the full time employee in these instances only.

Section 5.

The Village may supplement the work schedule with part time employees on special events in the Village (e.g. parades) in which all full time employees are required to work.
ARTICLE 9 - UNIFORMS AND EQUIPMENT

Section 1.

Each employee shall be entitled to a clothing allowance for replacement of uniforms and equipment as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/03</td>
<td>$600.00</td>
</tr>
<tr>
<td>6/1/04</td>
<td>$650.00</td>
</tr>
<tr>
<td>6/1/05</td>
<td>$700.00</td>
</tr>
<tr>
<td>6/1/06</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

In the event the Chief of Police requires any uniform and/or equipment items over and above the initial issue, it shall be provided to each employee at no cost and added to the initial issue of uniforms and equipment. In the event an employee volunteers for an assignment (i.e., bike patrol), that employee shall purchase the uniform for that assignment out of his/her clothing allowance.

Section 2.

In addition to the clothing allowance amounts set forth above, each employee shall be entitled to an annual cleaning allowance as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/03</td>
<td>$300.00</td>
</tr>
<tr>
<td>6/1/04</td>
<td>$400.00</td>
</tr>
<tr>
<td>6/1/05</td>
<td>$450.00</td>
</tr>
<tr>
<td>6/1/06</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Section 3.

The Village will reimburse an employee up to fifty dollars ($50.00) per incident for any loss of personal property occurring during the course of making an arrest, or other incident, where in performing his police duty physical interaction became necessary.

ARTICLE 10 - HEALTH INSURANCE

Section 1.

The Village shall pay one hundred percent (100%) towards the premium cost of individual and/or dependent coverage for health insurance provided through the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements [Empire Plan]). An employee hired on or after June 1, 1994 shall contribute five percent (5%) towards the premium cost of individual and/or dependent coverage for health insurance provided through the New York State Health Insurance Plan (Core Plus Medical and Psychiatric Enhancements [Empire Plan]) through the completion of five (5) years of service. In the event a Health Maintenance Organization(s) (HMO) is offered and elected by the employee, he/she shall contribute as set forth herein through the
completion of five (5) years of service. Thereafter, the Village shall pay one hundred percent (100%) of the premium cost.

The Village shall provide a Flex 125 Cafeteria Plan spending account to all employees who contribute towards the health insurance and/or dental premium cost and in other areas available for pre-taxed dollars to the extent permitted by law.

The parties recognize and agree that the benefit coverage provided under said plan may change from time to time as decided by the Empire Plan, Plan Administrator. The extent of coverage under the insurance plan shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to Article 18 – Grievance and Arbitration Procedure as set forth in this Agreement.

Section 2.

The Village shall provide, upon retirement, one hundred per cent (100%) health insurance coverage for individual and family for those employees who meet retirement eligibility requirements and further, who have been employees of the Village for fifteen (15) years or more.

An employee who becomes disabled due to a line of duty injury and/or illness and receives a pension by the Police and Fire Retirement System, regardless of his/her years of service, shall be provided by the Village, one hundred percent (100%) health insurance coverage for individual and family.

Section 3.

Any employee with less than fifteen years of service, who meets the New York State retirement eligibility requirement, will be entitled to fifty (50%) per cent individual and thirty-five (35%) per cent dependent coverage upon retirement.

Section 4.

Both parties are aware of the discussions being held regarding health care coverage on the federal level. In the event that any mandates are handed down that might impact the collective bargaining agreement, the Village and the Association agree to meet to discuss those impacts.

ARTICLE 11 - WELFARE FUND

Section 1.

The Village shall pay one hundred percent (100%) of the premium cost of individual and/or dependent coverage of the dental plan and life insurance benefits. An
employee hired on or after June 1, 2003 shall contribute ten percent (10%) towards the
total premium cost of individual and/or dependent coverage for the dental plan through the
completion of five (5) years of service. Thereafter, the Village shall pay one hundred
percent (100%) of the premium cost for individual and/or dependent coverage.

Section 2.

In the event that an employee retires during the fiscal year or a new employee is
hired during the fiscal year, the Village shall contribute to the welfare fund a pro-rated
amount based on actual time employed by the Village.

Section 3.

For the purpose of this Article, the Chief of Police shall be considered as an
employee.

Section 4.

The parties recognize and agree that the benefit coverage provided under said plan
may change from time to time as decided by the dental plan and life insurance plan. The
extent of coverage under the insurance plan shall be governed by the terms and
conditions set forth in said policies. Any questions concerning coverage shall be resolved
in accordance with the terms and conditions in said policy and shall not be subject to
Article 18 - Grievance and Arbitration Procedure as set forth in this Agreement.

Section 5.

The Village shall have the right to change dental plans or life insurance plan
 carriers so long as the benefits provided by the new coverage are comparable to the
present benefit coverage at the time the change is made for all Village employees.

Section 6.

The Village shall pay one hundred percent (100%) of the premium cost of
individual and/or dependent coverage of the CSEA's Platinum Optical Plan.

ARTICLE 12 - RETIREMENT PLAN

The Village agrees to adopt and implement the non-contributory twenty (20) year
retirement plan, Section 384-d, of the Police and Fire Retirement System.
ARTICLE 13 - PERSONAL LEAVE

Each employee shall be allowed four (4) days per year for personal leave. Any unused personal leave shall be transferred to sick leave. The date of commencement of employment shall be the starting date of the yearly period for purpose of personal leave. All personal leave must be approved by the Chief of Police.

ARTICLE 14 - SICK LEAVE

Section 1.

Employees shall be allowed twelve (12) days per year sick leave.

Section 2.

Sick leave days may be accumulated up to a maximum of two hundred (200) days.

Section 3.

Sick leave with pay shall be granted to employees for personal illness, illness to members of their immediate families or for bereavement purposes. However, employees may only use five (5) sick days per year relating to "illness in the immediate family". Such days shall be non-cumulative.

Section 4.

In the event an employee uses more than three (3) consecutive days for non-job related illness, injury or disability, the Village, (acting through the office of the Chief), may demand a doctor's certificate verifying such injury, illness or disability. The Village will issue a form for employees stating nature of illness and information concerning ability to return to work, to be signed by the employee’s physician and to be provided prior to return to duty.

Section 5.

Employees who shall become separated from the Department, shall be reimbursed for all unused sick leave as follows:

After 15 years of service – 60% of unused sick leave. An employee who becomes disabled due to a line of duty injury and/or illness and receives a disability retirement by the Police and Fire Retirement System, regardless of his/her years of service, shall be paid for his/her unused sick leave accumulation as set forth herein.
For the purposes of this section, the Village shall maintain a record of the sick leave accrual of each employee and his base rate of pay corresponding to the days of accrued sick leave. An employee reimbursed according to the above, shall be paid in conjunction with his base pay existing at the time his sick leave was accrued. No employee shall receive any benefit pursuant to this Section where such employee:

a. Is terminated; or

b. resigns in satisfaction of actual or contemplated disciplinary action.

Section 6.

Each employee shall contribute two (2) sick days during his/her first (1st) year of employment and one (1) day each year thereafter to the sick leave bank for use by all employees who have exhausted all of their sick and other paid leave (i.e., vacation, personal, etc.) in the event of an illness or injury incurred off duty. The sick leave bank shall have a maximum of three hundred fifteen (315) days of accumulation. The sick leave bank shall be overseen by one (1) Association member and one (1) Village Board member. In the event of a disagreement in the allocation of sick leave from the bank, the Chief of Police shall cast the deciding vote. The committee shall maintain the record of sick leave bank accumulation and any distribution of days from the bank and the name of the recipient for their records. The denial of distribution of any day(s) from the sick leave bank by the committee shall be subject to Article 18 - Grievance and Arbitration Procedure as set forth in this Agreement.

Section 7.

In the first (1st) pay period of January of each year, provided that the employee has used three (3) or less sick leave days that year and maintains twenty (20) or more accumulated sick leave days upon conversion, the Village shall pay such employee four (4) days pay at the employee's rate of pay in effect at that time.

ARTICLE 15 - HOLIDAYS

Section 1.

Employees shall receive the following paid holidays, on the legal day of the holiday, per year:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Easter Sunday or Yom Kippur
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day (General)
10. Veteran’s Day
11. Thanksgiving Day
12. Christmas Day

Section 2.

In the event that any of the aforementioned holidays fall on an employee's off duty day, the employee shall be entitled to another day off with pay, in lieu thereof.

Section 3.

In the event it is necessary for an employee to work on any of the aforementioned holidays, the employee shall be granted another day off with pay in lieu thereof; such day at the desired time by the employee, with the approval of the Chief of Police.

Section 4.

In the event an employee works on any of the following named holidays or any part thereof, that employee shall be paid at time and one-half (1.5X) his/her applicable hourly rate of pay plus an additional day off with the approval of the Chief of Police, which shall not be unreasonably denied. The holidays are:

1. New Year’s Day
2. Memorial Day
3. Christmas Day

Section 5.

If an employee does not use his holidays off that he accumulates, he may, at his choosing, by December 31st of each calendar year, be paid by the Village for no more than seven (7) such holidays at the straight time hourly rate. Payment for the seven (7) unused holidays shall be made in a separate payroll check in the first (1st) pay period of January of each year.

ARTICLE 16 - VACATION

Section 1.

Employees shall be entitled to paid vacation according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of Vacation Time Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year</td>
<td>10 work days</td>
</tr>
<tr>
<td>After 5 years</td>
<td>15 work days</td>
</tr>
</tbody>
</table>
After 10 years 20 work days
After 15 years 25 work days
After 20 years and above 30 work days

In the event an employee does not use all of his vacation time for the year, that employee at their option, by December 31st of each calendar year, be paid by the Village for no more than fifteen (15) unused vacation days at their straight time hourly rate, including longevity, if applicable. Payment will be made in a separate payroll check in the first (1st) pay period of January of each year.

Section 2.

Upon separation from service by retirement, resignation or death, an employee, (or the beneficiary of the employee, if applicable), shall be paid in cash for a maximum of thirty-five (35) days of unused vacation credits.

Section 3.

Any employee, as of December 31st of each year, shall accrue no more than fifty (50) days of unused vacation credits.

Section 4.

Vacation schedules shall be determined by the agreement of the Chief of Police and the employees.

Section 5.

An employee may request to work a scheduled vacation day(s), in writing, to the Chief of Police no later than seven (7) calendar days prior to the day(s) requested. Such request shall be subject to approval by the Chief based on the Chief’s determination of the operational needs of the Department and consideration of the costs of the additional time worked. In no event will an employee be approved to work more than ten (10) vacation days in a calendar year. If the request to work a vacation day(s) is approved and the employee works the vacation day(s), the employee will be paid for the additional time worked at the employee's straight time hourly rate. Payment for working vacation time performed during the calendar year will be made in a separate pay check, no later than December 15th of the year. The Chief’s decision with respect to a request to work a vacation day(s) shall be final and binding and not subject to review under Article 18 – Grievance and Arbitration Procedure of this Agreement.
ARTICLE 17 - PROMOTIONS

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

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

A grievance is a dispute or difference of opinion raised by an employee against the Village involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

Step 1: Any employee who has a grievance shall submit it designated as a grievance, to the employee’s immediate supervisor, who is designated for this purpose by the Village, not more than twenty (20) calendar days after the date on which the act or omission giving rise to the grievance occurred. The supervisor shall give the employee an oral answer within five (5) working days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Grievance Board consisting of two (2) directors of the Association, two (2) members of the Village Board and one (1) member appointed by the Village. This person may not be an elected Village official or an Association member. The written grievance shall contain a complete statement of the facts, the provision of the Agreement which the Village is alleged to have violated and the relief requested. The statement shall be signed by the employee. The Grievance Board shall meet within ten (10) working days after having received the written grievance to hear the dispute.

ARBITRATION

Section 2.

If the grievance cannot be resolved by the Grievance Board, the Association and only the Association, with the written consent of the employee, may refer the grievance to arbitration by submitting a written request to the Mayor within ten (10) calendar days after the decision of the Grievance Board. The arbitration shall proceed according to the Voluntary Grievance Arbitration Rules of PERB, except for the differences recited below. If the parties are unable to promptly agree upon the arbitrator, a list of names secured from PERB shall be used to determine this person. The Village and the Association shall alternatively strike a name from the list with the order of striking determined by a coin toss. The name remaining on the list shall be the arbitrator. If a party requests a second list from PERB, that party shall be required to strike a name first.
on this subsequent list. The person selected shall be notified and a hearing promptly scheduled. All hearings shall be held in the Village of Goshen.

Section 3.

The arbitrator shall act in a quasi-judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall not have any authority to make a decision contrary to or inconsistent with or modifying or varying in any way, the application of laws and rules and regulations having the force and effect of law or any Village ordinance or local law. The arbitrator has no authority to render an award on a grievance or any part of a grievance which arose more than thirty (30) calendar days prior to the date the employee submitted the grievance to the immediate supervisor pursuant to Step 1 of the grievance procedure. The decision of the arbitrator shall be based solely upon the interpretation of the meaning or the application of the express terms of this Agreement to the facts of the grievance. No decision shall contradict the express terms of this Agreement. With respect to judicial decisions and decisions of State administration agencies, the decisions of the arbitrator shall be bound by the doctrines of res judicata and collateral estoppel. A decision rendered, which is consistent with the terms of this Agreement, shall be final and binding.

Section 4.

No grievance may be referred by the Association to arbitration if a federal or State law or federal or State agency provides a procedure to remedy the issue giving rise to a grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived, there being no further right of appeal. If a grievance is not appealed to the next Step within the appropriate time limit, it shall be considered settled on the basis of the Village's last answer. If the Village or any of its' representatives does not answer a grievance within the time limits provided, the grievance shall be considered denied and an appeal may be taken to the next Step in the grievance procedure. The parties may agree, in writing, to extend time limits. The settlement of a grievance at Step 1 shall not be considered as a precedent. No employee shall be paid for time spent processing or investigating a grievance or for time spent in attendance at any meeting or hearing held pursuant to this Article.

Section 5.

The fee and expenses of the arbitrator and the cost of a stenographer, shall be divided equally between the Village and the Association. The arbitrator shall not be compensated for any time spent for deliberations where such time exceeds, in hours, the length of the arbitration hearing. Each party shall be responsible for compensating its' own representatives and witnesses and for the purchase of its' own copy of the written
transcript. The arbitrator shall have the power to require the presence of witnesses or documents. The arbitrator shall have no authority to make an award retroactive beyond the date of the initiation of the grievance in Step 1.

ARTICLE 19 - DISCIPLINARY PROCEDURES

In proceedings against an employee of a disciplinary nature, the provisions of the New York State Civil Service Law Section 75 and Section 76 shall govern and be strictly construed.

ARTICLE 20 - BEREAVEMENT LEAVE

All employees shall be given five (5) work days of bereavement leave at their regular rate of pay following the death of the employee's parents, spouse, children (including step-children), or siblings. For grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, all employees shall be given three (3) work days of bereavement leave.

ARTICLE 21 - JURY DUTY

The Village shall provide each employee time off with pay, without charge to any other paid leave accruals, for all time required to be on jury duty when the employee is scheduled to work. If an employee is excused from being required to be in the court house when there are three (3) hours or more remaining in the work tour, the employee shall consult with his supervisor to ascertain whether the employee is required to report for duty for the remainder of the work tour.

Any fees received by the employee from the State or governmental authority for jury duty shall be signed over to the Village as a condition of the employee's receiving full Base Wage and time off for when scheduled to work. Any disbursements such as parking, mileage or tolls shall be retained by the employee.

ARTICLE 22 - CALL IN TIME

Whenever an employee is ordered or called into the Police Department to perform duty during his normal off-duty hours he will be entitled to a minimum of three (3) hours pay at his overtime rate.
ARTICLE 23 - COURT APPEARANCE

Whenever an employee reports for court on official police business during his normal off-duty hours, he will be entitled to a minimum of three (3) hours pay at his overtime rate.

ARTICLE 24 - ADA COMPLIANCE CLAUSE

Notwithstanding any other provision of this contract, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 25 - DUTY OF FAIR REPRESENTATION

The Association recognizes its' responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Association. The Association further agrees to indemnify, defend and hold harmless, the Village and its' officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise), and for all legal costs resulting from any failure on the part of the Association to fulfill its' duty of fair representation.

ARTICLE 26 – GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

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

Section 2. Definitions

a) Village: The Village of Goshen (hereinafter "Village")

b) Chief: The Chief of Police of the Village of Goshen

c) Claimant/Recipient: Any Police Officer of the Village of Goshen

d) Claims Manager: The individual designated by the Village who is charged with the responsibility of administering the procedures herein which may include the Chief of Police.

e) Section 207-c Benefits: The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant/Recipient under Section 207-c. In
addition to receiving his/her regular salary or wages (which includes longevity) and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to:

1. health insurance, dental, optical/vision and life insurance in the same manner in which the employee was receiving when working;

2. accrue or be credited with their respective cleaning or purchasing of work clothing each calendar year. In the event the Claimant/Recipient is out of work over ninety (90) calendar days each calendar year, the respective uniform maintenance amount shall be prorated the following year. Accrue or be credited with all paid leaves, such as, sick, vacation, holidays and personal leave and work schedule adjustment days (if entitled) as set forth in the collective bargaining agreement. In the event the Claimant/Recipient is out of work over ninety (90) calendar days each calendar year, the respective paid leaves or work schedule adjustment days shall not accrue or be credited for the remaining part of that calendar and/or be prorated the following year (i.e., injured 10/2, returns on 2/1, receives entitlements through 12/31, and none for January).

Section 3. Application for Benefits

a) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written departmental incident report and Workers' Compensation Claim within twenty-four (24) hours, if practical, and an application for benefits with the Claims Manager within ten (10) calendar days after the incident giving rise to the injury or sickness or within ten (10) calendar days after the Claimant should have become aware of the injury or illness. Upon a showing of good cause, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application report within the required ten (10) calendar days.

b) All applications for Section 207-c benefits shall be submitted in writing, using an official application form attached hereto as Appendix “A”, and made a part of this Agreement, which shall include the following:

1. the time, date and place where the injury or illness producing incident occurred;

2. a detailed statement of the particulars of the incident;

3. the nature and extent of the Claimant's injury or illness;

4. the Claimant's mailing address;

5. the names of any potential witnesses; and
6. the name and address of all of the Claimant's treating physicians.

c) Where the claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant.

Section 4. Authority and Duties of Claims Manager

a) The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits. The Claims Manager shall provide his/her determination within thirty (30) calendar days after receiving the application for benefits.

b) The Claims Manager shall have the authority to:

1. employ experts and specialists to assist in the rendering of the determination of eligibility;

2. require the production of any book, document or other record that pertains to the application, injury, or illness;

3. require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;

4. require the Claimant to sign forms for the release of medical information that bears upon the application;

5. require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

6. do all that is necessary or advisable in the processing of said application.

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

The Claims Manager shall mail a written copy of his/her decision to the Claimant, Village and the Chief within five (5) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.
A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within ten (10) calendar days after mailing of the determination to Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

a) Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant’s sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the claimant shall use paid leave in the following order:

1. Personal Leave
2. Work Schedule Adjustment Days (if entitled)
3. Compensatory Time
4. Holidays
5. Vacation

In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager may, in his/her sole discretion, authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines.

Section 6. Medical Treatment

a) After the filing of an application, the Claims Manager may require a Claimant to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility to determine if the Claimant or Recipient is able to perform his/her regular duties, or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a Claimant or Recipient to submit to medical treatment. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant or Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, and the basis of the refusal. A Claimant or Recipient contesting the termination must make a written request for a hearing to appeal to the Claims Manager within ten (10) calendar days after mailing of the termination notice, and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. The Claimant or Recipient shall cooperate in scheduling of the examination(s) and treatment, providing medical records relating to the injury or
illness to the Village's examiner, and in answering questions placed by the health care provider relating to the injury or illness.

b) Medical Reports. All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases (see Appendix “B”, attached hereto and made apart of this Agreement) and shall be responsible for the filing of said reports. The Claimant or Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein, Workers’ Compensation and applications made pursuant to the Retirement and Social Security Law.

Section 7. Light Duty Assignments

a) Any Recipient receiving Section 207-c benefits may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform certain specified light duty. Any Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.

b) A Recipient who disagrees with the order to report for light duty and has conflicting medical documentation that he/she is unable to undertake light duty shall submit the medical documentation to the Claims Manager within ten (10) calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical documentation and within ten (10) calendar days of its receipt shall issue to the Chief and Recipient a decision as to whether the order to return to light duty should be confirmed, modified or withdrawn. If the Recipient is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within ten (10) calendar days after mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

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

d) A Recipient of Section 207-c benefits who is on light duty shall be assigned to and continue to work his/her work schedule as set forth in Article 8 – Work Schedule and Overtime of this Agreement.
Section 8. Changes in Condition of Recipient

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

Section 9. Right of Perpetual Review and Examination

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

1. requiring Recipient to undergo medical examination(s) and treatment by physician(s) or medical providers chosen by the Claims Manager;

2. requiring Recipient to apprise the Claims Manager as to their current condition; and

3. requiring Recipient(s) or any other involved parties to provide any documentation, books or records that bear on the Recipient’s case.

Section 10. Termination of Benefits

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

Section 11. Hearing Procedure

a) Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. The Claimant or Recipient may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The following individuals shall serve as Hearing Officers:

1. Robert Douglas
2. Thomas Rinaldo
3. Howard Edelman
1. The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within sixty (60) calendar days, the Hearing Officer who has the first available date will be assigned, or the parties retain the right to select a mutually agreeable Hearing Officer(s) to replace those named above at any time, or select another Hearing Officer not named above to conduct the hearing.

2. The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the person(s) whose reports were reviewed by the Claims Manager shall be permitted.

3. After requesting a hearing, the Claimant or Recipient shall be permitted to submit additional information to the Claims Manager as long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant or Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant or Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant or Recipient.

4. The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

5. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Village shall provide a copy to the Claimant or Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Mayor, with a copy to the Claimant or Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The Mayor shall provide his/her written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the Mayor shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid by the Village.
b) In the event there is a sole medical dispute between the employee's doctor and the Village's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree to allow the respective doctors to select a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the doctors are unable to agree upon a third (3rd) neutral physician, each doctor shall submit their respective name to be appointed from an appropriate certified medical board for the injury or illness in question. The fees and expenses of the physician shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

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

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

a) Payment of Section 207-c benefits shall be discontinued with respect to any Claimant or Recipient who is granted a disability retirement or who elects to retire pursuant to Article 12 – Retirement Plan of this Agreement and as provided by law.

Section 14. Miscellaneous

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

b) It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

c) The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein and all other disputes shall be processed through Article 18 – Grievance and Arbitration Procedure of this Agreement.

d) After returning to full duty from a Section 207-c injury or illness, a claim for benefits based on a recurrence of the injury or illness shall be treated as a new application for Section 207-c benefits.
ARTICLE 27 - ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Village and the Association and terminates all prior Agreements and understanding 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 legislative or administrative action, or by any other means. Both parties agree to jointly support any legislative or administrative action necessary to implement the terms of this Agreement. The parties acknowledge that they have fully negotiated with respect to terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 28 - LEGISLATIVE ACTION FOR APPROVAL

It is hereby 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, shall not become effective until the appropriate body has given approval. The provision of said Article, Section or portion shall be retroactive to the date of this Agreement upon approval by the appropriate body.

ARTICLE 29 - INTERPRETATION

This Agreement shall be construed and interpreted pursuant to the laws of the State of New York.

ARTICLE 30 - SEVERABILITY

Section 1.

In the event that any Article, Section or portion of this Agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specified Article, Section or portion specified in such decision, shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

Section 2.

In the event of the issuance of such a decision, either party shall have the right to immediately re-open negotiations with respect to a substitution for such Article, Section or portion of the Agreement involved.
ARTICLE 31 - NEGOTIATION FOR NEW CONTRACT

This Agreement shall be renegotiated by the parties at the end of the fiscal year, immediately prior to the termination of this Agreement.

ARTICLE 32 - DURATION OF AGREEMENT

This Agreement shall be effective as of June 1, 2003 to and including May 31, 2007.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals by their respective representation, this 6th day of April, 2005.

FOR THE VILLAGE OF GOSHEN

Scott Wohl, Mayor

FOR THE VILLAGE OF GOSHEN POLICE BENEVOLENT ASSOCIATION, INC.

John Manna, President
APPENDIX “A”
THE VILLAGE OF GOSHEN POLICE DEPARTMENT
GENERAL MUNICIPAL LAW SECTION 207-c
APPLICATION

1. ____________________________
   Name of Officer

2. ____________________________
   Address to which correspondence concerning application should be directed.

3. ____________________________  4. ____________________________
   Telephone Number  Age

5. ____________________________
   Name of Supervisor

6. ____________________________
   Current Job Title

7. ____________________________
   Occupation at Time of Injury/Illness

8. ____________________________
   Length of Employment

9. ____________________________  10. ____________________________  11. ____________________________
   Date of Incident  Day of Week  Time

12. (a) ____________________________
    Name of Witness(es) and Address (if available)

    (b) ____________________________

    (c) ____________________________

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

    (b) ____________________________

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

________________________________________________________________________

15. Where did the incident occur? Specify. ______________________________________

________________________________________________________________________

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

________________________________________________________________________

17. When was the incident first reported?

To Whom? ___________________________ Time ___________________________

Witness(es) (if any) _______________________________________________________

18. Was first aid or medical treatment authorized?

By Whom? ___________________________ Time ___________________________

19. Name and address of attending physician

________________________________________________________________________

20. Name of Hospital

________________________________________________________________________

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

________________________________________________________________________

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

________________________________________________________________________

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

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

(Signature of Applicant if other than Injured Officer)  (Date)

Application Received By:

(Signature of Person Authorized to Receive Application)  (Date)

Date of Report

_________________________, New York  __________________________

Signature of Injured Officer
APPENDIX "B"

THE VILLAGE OF GOSHEN POLICE DEPARTMENT

TO: ______________________________________

_______________________________________

_______________________________________

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

DATE OF OCCURRENCE FOR WHICH APPLICATION IS MADE:

_______________________________________  Date

Signature of Applicant

(Type or Print Name)

STATE OF NEW YORK  )

COUNTY OF ORANGE  ) ss:

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

_______________________________________

Notary Public

30