Contract Database Metadata Elements

Title: Pleasantville, Village of and Pleasantville Police Benevolent Association (2008)

Employer Name: Pleasantville, Village of

Union: Pleasantville Police Benevolent Association

Local:

Effective Date: 06/01/08

Expiration Date: 05/31/11

PERB ID Number: 7724

Unit Size: N/A

Number of Pages: 24
AGREEMENT

BETWEEN

THE VILLAGE OF PLEASANTVILLE

AND

THE POLICE BENEVOLENT ASSOCIATION

OF PLEASANTVILLE, N.Y., INC.

June 1, 2008 through May 31, 2011

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Agreement effective June 1, 2008 through May 31, 2011 by and between the VILLAGE OF PLEASANTVILLE (hereinafter referred to as the “Village”) and THE POLICE BENEVOLENT ASSOCIATION OF PLEASANTVILLE, N.Y., INC. (hereinafter referred to as the “Association” or “PBA”).

ARTICLE I - UNIT

This Agreement shall apply to all employees in the Police Department in the Village employed in the classifications of Police Officer, Detective, and Sergeant (hereinafter referred to as “employees”).

ARTICLE II - RECOGNITION

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

Section 2: The Village agrees that, upon presentation of a dues deduction authorization card, signed by an employee, it will make monthly deductions from the wages of such employee in the amounts so designated on the authorization card as Association membership dues and will remit such deductions to the Association, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. A dues deduction authorization may be revoked at any time by written notice from the employee to the Village.

Section 3: The Association shall indemnify and hold the Village harmless against any and all claims, demands, suits, or other liability that may arise by reason of action taken or not taken by the Village for the purpose of complying with any provisions of this Article.
Section 4: The Village will make available to the Association a bulletin board in the Police Department locker room for the posting of Association notices of a non-controversial nature relating to meetings or other Association business.

ARTICLE III - RECIPROCAL RIGHTS

Section 1: Unless specifically abridged, delegated, granted, or modified by this Agreement, nothing in this Agreement shall limit the Village in the exercise of its function of management. Such functions and rights as enumerated by State, local law, resolution, order or rule, remain exclusively and without limitation within the rights of the Village.

The Village and Association recognize the need to maintain the dignity of the labor of the individual, and to administer their respective responsibilities so as to be impartial and fair to all employees.

Section 2: The Association recognizes the right of the Village to manage the work force, so long as such management of the work force is not in conflict with the terms and conditions of the Agreement; and the Village recognizes the right of the Association to conduct its own affairs so long as such conduct does not interfere with the Village and the employees’ responsibility to the Village.

ARTICLE IV - ANNUAL SALARIES

Section 1: The annual salaries below reflect the following increases:

<table>
<thead>
<tr>
<th></th>
<th>June 1, 2008</th>
<th>June 1, 2009</th>
<th>June 1, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. 5</td>
<td>50,797</td>
<td>52,473</td>
<td>54,205</td>
</tr>
<tr>
<td>P.O. 4</td>
<td>55,801</td>
<td>57,642</td>
<td>59,544</td>
</tr>
<tr>
<td>P.O. 3</td>
<td>60,803</td>
<td>62,810</td>
<td>64,883</td>
</tr>
<tr>
<td>P.O. 2</td>
<td>65,806</td>
<td>67,978</td>
<td>70,221</td>
</tr>
<tr>
<td>P.O. 1</td>
<td>86,539</td>
<td>89,394</td>
<td>92,344</td>
</tr>
<tr>
<td>Det.</td>
<td>95,193</td>
<td>98,334</td>
<td>101,579</td>
</tr>
<tr>
<td>Sgt. Det.</td>
<td>98,654</td>
<td>101,909</td>
<td>105,272</td>
</tr>
<tr>
<td>Sgt.</td>
<td>103,586</td>
<td>107,004</td>
<td>110,536</td>
</tr>
</tbody>
</table>
Salary increases for change in grade of Police Officers shall become effective on the anniversary of the Police Officer’s employment by the Village or in the case of Police Officers who transferred from other police departments, on the anniversary date of their employment by the other department.

**Section 2:** An employee holding the rank of police officer who performs the duties of the sergeant-in-charge for a full tour will be paid at the sergeant’s rate for those hours.

**Section 3:** Out of Title Pay is effective for Police Officers acting for Sergeant or Detective; Sergeant acting for Detective Sergeant, Lieutenant or Chief.

**ARTICLE V - LONGEVITY**

**Section 1:** Each employee with the required number of years of service shall receive a longevity factor added to the salary specified in the schedule in Article IV as follows:

**Service Requirement**

<table>
<thead>
<tr>
<th>Service Requirement</th>
<th>Percentage of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years of service</td>
<td>1% of base salary</td>
</tr>
<tr>
<td>After 10 years of service</td>
<td>1-1 ½% of base salary</td>
</tr>
<tr>
<td>After 15 years of service</td>
<td>2% of base salary</td>
</tr>
</tbody>
</table>

**Section 2:** Longevity shall become effective on the anniversary date of the employees’ employment by the Village, or in the case of employees who transferred from other police departments, the anniversary date of their employment by the other department. The base salary for computation of longevity is the base salary contained in Article IV.

**ARTICLE VI - SCHEDULES AND OVERTIME**

**Section 1:** All employees’ regular schedule will be four (4) days on from 4 P.M. to 12 Midnight, followed by fifty-six (56) hours off; four days on from 8 A.M. to 4 P.M., followed by fifty-six (56) hours off; and four (4) days on from 12 Midnight to 8 A.M., followed by eighty
(80) hours off. The Village may establish a work period under the FLSA equal to the length of the work cycle (currently 18 days).

**Section 2:** Overtime, at the rate of time and one-half, shall be paid for all hours over eight (8) per day. Overtime rates of pay for the purpose of payment to employees for actual hours worked shall be computed by dividing the employee’s annual salary by 1945 hours to determine the hourly straight time rate of pay, which figure shall be multiplied by 1- ½ to obtain the applicable overtime rate of pay to be paid to the employee.

**Section 3:** Time and one-half shall also be paid for court administrative hearings or other like appearances outside scheduled work hours. However, such hearings or appearances that are a result of an employee’s actions while said employee is engaged in outside employment shall be exempt from payment under this Section.

**Section 4:** When an employee, after leaving his/her place of work, is called in and reports for work, such employee shall be given a minimum of four (4) hours’ work, or a minimum of four (4) hours’ pay. Such employee shall be paid any applicable premium or overtime pay for the guaranteed hours. Such guarantee shall not apply when the employee is called in early and works into said employee’s regularly scheduled shift.

**Section 5:** Those employees assigned as Detectives and/or Youth Officer(s) shall not work the schedule as set forth in Section 1 of this Article, but shall work the same amount of daily tours of duty per year as employees assigned to the patrol force.

**Section 6:** All employees shall be permitted to maintain an overtime balance into the next calendar year. However, those hours must be paid to the employee by May 31st.

**Section 7:** Mandatory training time. It is the intent of the Village and the Association to maintain standards of training of employees. To implement this intent, employees shall be assigned to training at the discretion of the Village through the Chief for training events to be determined by the Chief. Each employee may be required to undertake on his own time recertification and retraining necessary to maintain these standards of training. Should it be necessary for the employee to utilize his/her own time to complete training, the employee shall do so with no expense for compensation to be charged against the municipality. The scheduling
of training shall be at the discretion of and pursuant to the direction of the Chief of Police, except that the Village shall be permitted only to schedule four (4) eight (8)-hour training days each year. Such training under this section shall not be scheduled on a holiday as specified in Article VIII, Section 2, or after an employee’s 12 midnight - 8 A.M. tour without the consent of the affected employee.

Section 8: The scheduling of compensatory time off shall be at the discretion of the Chief. Effective January 1, 2001, the use of overtime return that incurs overtime shall result in the officers’ accumulated overtime being reduced by the amount of overtime incurred by the Village. This provision shall supersede any contrary provisions of the FLSA.

Section 9: Except in case of emergency, notification for all changes to the permanent schedule in calendar year shall be made to the Association before August 31 of the preceding year. The addition or removal of personnel from the permanent schedule shall not qualify as an emergency. In the event that a slot in the permanent schedule is to be filled, it will be done with the minimal disruption possible to the permanent schedule. The completed monthly schedule, including the work schedule for vacation relief personnel, will be issued no less than seven (7) days in advance.

Section 10: Prior to a promotion or change in grade, all overtime accrued will be paid out at the rate earned.

ARTICLE VII - HOLIDAYS

1) Each employee shall receive in the last pay period in November a lump sum holiday payment, equivalent to thirteen (13) days’ pay, or a split payment of 6 days/7 days in the first pay period of June and the last period in November. The payment allocation is at the discretion of the individual officer. During the first year of hire, new employees will receive holiday pay on a pro-rated basis, dependent on the date of hire, for the remaining period of the fiscal year.

Holidays are defined as follows:
New Year’s Day  
Martin Luther King Day (observed)  
Lincoln’s Birthday  
Washington’s Birthday  
Easter Sunday  
Memorial Day (observed)
July 4th  
Labor Day  
Columbus Day  
Election Day  
Veteran’s Day  
Thanksgiving Day  
Christmas Day

2) Super Holidays.

Any employee, who is present for duty on Christmas Day and Thanksgiving, shall be compensated with an extra days pay.

ARTICLE VIII - VACATION

Section 1: Vacations shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Vacation Time Due</th>
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</thead>
<tbody>
<tr>
<td>1 year to 4 years</td>
<td>12 workdays</td>
</tr>
<tr>
<td>Start of 5 years to 7 years</td>
<td>16 workdays</td>
</tr>
<tr>
<td>Start of 8 years to 10 years</td>
<td>20 workdays</td>
</tr>
<tr>
<td>Start of 11 years and over</td>
<td>24 workdays</td>
</tr>
</tbody>
</table>

Section 2: Vacations may be split at the option of the employee, provided that:

(a) An employee who is eligible for three (3) weeks vacation may take the entire vacation at one time or split such vacation into two parts--two weeks and one week.

(b) An employee who is eligible for four (4) weeks’ vacation can take the entire vacation at one time or split such vacation into two parts--two weeks and two weeks; or, three weeks and one week.

Subject to the absolute discretion and approval of the Chief, an employee may take vacation in units of one week.

Section 3: It is agreed between the parties that vacations shall start after the employee’s normally scheduled off-duty days, it being the intent of the parties that under the
present work schedule, no employee shall receive less than four (4) workdays vacation in any eight (8) calendar days. Not more that two (2) uniform members shall be permitted to be on vacation at the same time.

**Section 4:** Seniority. Vacations shall be granted accordance with seniority, as long as the needs of the department are thereby not jeopardized; provided, however, that an employee who splits vacation time may have his choice of vacation time for the first part in accordance with seniority, but must choose the time for the remainder of vacation after all other employees with lesser seniority have chosen the time for their vacation or first part thereof. The vacation calendar shall be posted no later than September 1st. Employees shall make their selections within five (5) calendar days after the previous selection. Failure to do so shall result in the employee going to the bottom of the list for that round. Employees who do not work during their five (5) days shall be notified by phone of their time to pick.

**Section 5:** Each employee entitled to receive twelve (12) days’ vacation or more may offer to the Village a return of four (4) vacation days for which the Village will pay to the employee the per diem value for each of the four (4) vacation days so tendered, and the Village shall deduct each block of four (4) days from the accrued balance of vacation days. The decision of the employee to return these vacation days to the Village shall be made by September 1 of the year preceding the year that the employee would have been entitled to take the vacation. The Village shall pay the employee the payment for the four (4)-day block of vacation tendered under this section on the last payday in November of the year preceding the year in which the employee would have been entitled to take the vacation. Vacation days payment buy-back option increases to ten days per year during the last three (3) years of employment.

**Section 6:** Sick time while on vacation is charged to vacation time. This does not include prior job-related injury incidents.

**ARTICLE IX - PERSONAL LEAVE WITH PAY**

**Section 1:** The Chief of Police may grant each employee a limited amount of “personal leave” not to exceed five (5) workdays per year for the following reasons:
(a) Religious observance;
(b) Death of blood relative not included in the funeral leave section;
© Personal, legal, business, household, or family matters of an immediate nature not covered elsewhere in this Agreement, which cannot be rescheduled by the Police Officer.

Section 2: A request for personal leave must be made in writing and submitted for approval by the Chief of Police not less than fourteen (14) days prior to the leave period, except that the requirements of this section may be modified or waived in case of unusual circumstances by the Chief of Police or his designee.

Section 3: Approval or denial of the requested leave shall be given to the employee in writing, within seven (7) days after receipt of the request by the Chief. If denied, the reason for denial shall be stated.

Section 4: The Village reserves the right to schedule leave so that the needs of the service will be met, except that the payment of overtime will not be basis for denial.

Section 5: It is the intent of the Village than personal leave will not be denied arbitrarily or on an unreasonable basis.

Section 6: No more than two (2) personal leave days may be taken consecutively.

Section 7: Unused personal days shall not accrue.

ARTICLE X - BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the Chief of Police may permit up to four (4) work days’ leave with pay. In the event of extenuating circumstances in connection with a death in the immediate family, the Board of Trustees may, at its discretion, grant additional leave, or grant leave in connection with the death of close relatives not in the immediate family. Immediate Family shall mean parent, guardian, wife, husband, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son, daughter, step-children, grandchildren, or grandparents(s) of the employee, or any other relative living with the
employee. Further, the Chief of Police may permit up to two (2) days’ leave with pay for a spouse’s grandparent(s).

**ARTICLE XI - SICK LEAVE**

**Section 1:** The Village will provide wage continuation on regularly scheduled working days for each employee who is unable to work because of accident or sickness, for a period not to exceed the number of days of benefits the employee has accumulated under the provisions of the plan described in this Article.

**Section 2:** During the first year of hire, new employees will receive sick time on a pro-rated basis, dependent on date of hire, for the remainder period of the fiscal year. An additional fifteen (15) days of benefits will be credited on June 1st of each subsequent year of continuous employment. Five (5) of the fifteen (15) days may be used for immediate family illness. Immediate family is defined in Article X.

**Section 3:** To establish eligibility for benefits, an employee must show evidence, which in the Village’s judgment is satisfactory, to demonstrate that the employee was prevented by accident or sickness disability from performing his/her normal work assignments. Such satisfactory evidence may include an attending physician’s statement attesting that the employee’s disability precluded the employee from performing regular work assignments, and/or the Village, at its expense and discretion, may have a physician of its own choice examine any employee who seeks benefit payments, to determine if the employee was not able to perform regular work assignments.

**Section 4:** The amount of daily benefits will be the straight-time pay the employee would have received on the regularly scheduled working days he/she would have worked but for the disability.

**Section 5:** In the event that an employee becomes ill while at work and does not feel able to complete the workday, such employee shall report that fact to the immediate supervisor.
Such time shall be charged to the employee’s sick leave accumulation. If the illness continues in such employee’s next scheduled tour of duty, a normal absence report is required.

**Section 6:** Supplemental absence reports shall be made by the employee, or employee’s family, when absence due to illness shall be continued for a period in excess of one (1) week. Said supplemental absence report shall be at weekly intervals and shall give the employee’s condition, probable date of return to duty and name of attending physician. Supplemental absence may be made to the Chief of Police or his designee by telephone.

**Section 7:** Employees who anticipate that sick leave in excess of their accumulated sick leave will be needed due to the advice of a doctor, may apply to the Chief of Police, subject to the approval of the Village Administrator, for additional sick leave. Said additional sick leave shall be charged to said employees as anticipated sick leave. In the event that an employee is separated from Village service and has not accumulated enough sick-leave to cover the anticipated sick leave charged, the Village shall charge such balance against the benefits due the employee upon separation from the Village service.

**Section 8:** Upon retirement or death, all employees shall be entitled to cash payment for unused accumulated sick leave as follows: Eighty ($80.00) dollars per day of unused accumulated sick leave up to a maximum of one hundred eighty (180) accumulated days. An employee must have a minimum fifty (50) days accumulated to participate in this program. Any days accumulated above 180 will be paid at a rate of 50% of the daily rate, to a maximum of (300) days.

**Section 8a:** In consideration of the budgetary impacts of the above, the Village must be given sufficient and timely notice of an employee’s intent to retire from the Pleasantville Police Department. Employees providing written notice of pending retirement on or before the 1st of March in any calendar year will receive sick leave payouts no sooner than the first pay period in June thereafter. Employees providing notice after March 1st in any calendar year will receive sick leave payouts no sooner than the first pay period in June in the subsequent calendar
year. Employees may elect to forego any payment due for a period of time, but not to exceed twelve (12) months.

Section 9: While employees may accumulate an unlimited amount of sick days, payout is for the minimum/maximum described above.

Section 10: Sick Leave: For purposes of Article XI, Section 8, 8a, + and 9: when an employee retires between June 1 and May 31 of his/her last fiscal year, that employees’ sick days will be pro-rated for determining that employees’ entitlement to cash payment for unused accumulated sick days.

ARTICLE XII - UNIFORMS

Section 1: Police Uniform Allowance: $800 with receipts for replacement, cleaning and shoes; when an employee retires between June 1 and November 30 of his/her last fiscal year, that employee’s uniform allowance will be pro-rated. Multiple reimbursements with $150.00 Minimum, accompanied by receipts, are available. Effective June, 1, 2010 reimbursement shall be $1100, no receipts required.

Section 2: Employees assigned to Detective or Youth Officer Duties shall be permitted to aggregate the amounts in Section 1 of this Article for use in accordance with the present practice for non-uniformed employees.

ARTICLE XIII - EDUCATIONAL REIMBURSEMENT

Section 1: The policy of the Village is to encourage the members of the Police Department to take training and educational courses, as approved by the Chief of Police, for job-related courses. The Village hereby undertakes to pay one hundred (100%) percent of the cost of the tuition and books for such courses and fees required of students upon presentation of vouchers properly certified, including certification that the employee has not received payment for such courses or fees from any other governmental program.
If payment has been received from another governmental program, the Village will pay the balance, if any, after deducting the other payments. If eligible to participate in any other payment under such program, the employee shall apply for payment under such program before submitting a voucher to the Village for reimbursement under this policy. The Village does not undertake to pay other costs, such as travel, incidental to such courses. The Village will pay Three Thousand (3,000) Dollars for this purpose for any one member of the department each fiscal year. Payment will be made only on completion of the course with the passing grade of C or better.

Members may seek additional tuition assistance by requesting the same from the Village Board. The determination of the Board will be based on the number of members receiving tuition assistance at the time of the request, and will not be unreasonably denied.

Section 2: In the event that the Village pays the costs of books, as set forth in Section 1 of this Article, such books shall be the property of the Village and on completion of the course the member shall return such books to the Village for future use by employees of the bargaining unit.

ARTICLE XIV - GRIEVANCES

Section 1: Any employee has the right to and may talk to the Police Chief about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this Agreement, it shall be resolved in accordance with the following procedure:

Step 1: A grievance of an employee shall first be discussed with the Police Chief and employee designated by the Association to handle grievances within ten (10) working days of the date the alleged grievance arose. If the grievance is not settled within ten (10) working days after presentation, it may be taken to the next step.
Step 2: If not settled at the first step, the grievance may be presented not more than ten (10) working days after exhaustion of Step 1 to the Chief of Police and the Village Administrator by the employee and/or the Association for resolution. If presented, such grievance shall be presented in writing. If the grievance is not settled within ten (10) working days after presentation, it may be taken to the next step.

Step 3: If not settled at Step 2, the grievance may be presented to a meeting of the Chief of Police, Village Administrator, Village Trustee, the employee, the employee designated by the Association to handle grievances, and such other representatives as the Association and the Village may choose to have present, not more than ten (10) working days after exhaustion of Step 2. If the grievance is not settled with ten (10) working days after presentation at this step, it may, provided the matter involves the application or interpretation of the terms of the Agreement, be submitted to arbitration, as provided in Article XV.

Section 2: Failure of the employee or the Association to comply with the time limits established under the grievance procedure shall be deemed a withdrawal of the grievance, unless waived by mutual agreement of the Association and the Village Administrator in writing.

Section 3: “Workdays” as used in this Article shall not include Saturdays, Sundays or legal holidays.

ARTICLE XV - ARBITRATION

Section 1: Should any difference arise between the Village and the Association and/or employees concerning the meaning, application, or interpretation of this Agreement which remains unresolved after presentation to, and processing through the grievance procedure, either the Village or the Association may submit such difference to arbitration by serving notice on the other within thirty (30) working days following completion of the third step of the grievance procedure.
Section 2: The arbitration shall be conducted by an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within then (10) days after the referral to arbitration, the American Arbitration Association shall be required to name an arbitrator under its rules and procedures.

Section 3: The fees and expenses of the arbitrator shall be borne equally by the parties. The Village and the Association shall bear the expense of their respective witnesses and any other expenses they may incur.

Section 4: The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

ARTICLE XVI - HOSPITALIZATION, RETIREMENT & DEATH BENEFITS

Section 1: Except as provided below, the Village will pay the full cost of the current hospitalization benefits for the employees and their families as provided under the Health Insurance Plan for New York State employees of Local Subdivisions (including hospitalization, medical-surgical and major medical coverage). Effective January 1, 2010: All members of the unit shall contribute toward their health insurance coverage as follows: Those with family coverage shall contribute one percent (1%) of base salary. Those with single coverage shall contribute one-half percent (½) of base salary. Employees hired on or after June 1, 1989 shall not be eligible for family coverage if they are eligible for coverage under the comparable plan of a spouse. Such employees shall be eligible for individual coverage.

Section 2: Effective June 1, 1980, the Village shall pay 100% for individual coverage and 50% dependent coverage for employees of the bargaining unit retire after that effective date. Effective June 1, 1998, the Village will pay 100% of the health insurance cost for survivors of unit members killed in the line of duty. The Village will pay 50% of the health insurance costs under the Empire Plan (or the successor plan) for eligible survivors of a unit member who dies while employed by the Village, provided, however, that at the time of death such unit member is
eligible to retire (20 years of credited service) and/or has completed at least 10 years of service with the Village.

Section 3: The Village may, subject to sixty (60) days prior written notification to the bargaining unit, switch health insurance carriers provided such new carrier’s benefits are at least equal to the benefits provided by the present carrier.

Section 4: The Village will pay the full cost of benefits under the 20-year Career Plan of the New York State Policemen’s and Fireman’s Retirement System, including the final year average option. Employees shall be permitted to obtain credit for certain World War II service provided in Section 341K.

Section 5: The Village will pay the full cost of the death benefit under Section 360(b) of the New York State Policeman’s and Fireman’s Retirement System.

Section 6: The Village shall contribute up to $10,000 towards the funeral expenses related to any member’s line-of-duty death.

Section 7: An employee shall be permitted to opt out of the medical plan provided in Section 1 of this Article by notifying the Village in writing during a 90-day period prior to the open period for transfer between medical plans provided by the Village. An employee electing to exercise this option shall be reimbursed by the Village at a rate of 50% percent of the cost what the medical coverage would have cost the Village if the employee had elected medical coverage as provided in Section 1 of this Article.

ARTICLE XVII - WELL CARE FUND

The Village shall contribute an amount equal to 2.0% of a first grade officer’s base salary, times (x) the number of employees covered by the terms and conditions of this Agreement, to fund designated as Well Care Fund by the Association, to provide dental, optical, and/or life insurance for the employees covered by this Agreement. The decision on the apportionment of these funds shall lie with the Association, provided however, no funds may be
expended for any other purposes except to provide dental, optical and/or life insurance benefits to the covered employees and their immediate families.

**ARTICLE XVIII - JURY DUTY**

In the event an employee is notified and required to appear for Jury Duty, and the employee is scheduled to work on any tour of duty on that day, the employee shall not be required to report for their regularly scheduled tour of duty, but shall report for Jury Duty as required. The employee shall be released with pay and without charge to any other paid leave accrual. This provision shall apply solely to the day(s) when the unit member is scheduled to work on the monthly schedule.

Upon receipt of the notice, the employee shall provide to the Chief of Police a copy of the notice and a copy of their work schedule for that period. The employee shall also furnish proof of days served by providing the Chief of Police with a certificate of jury service from the court system after the completion of service.

**ARTICLE XIX - WAGE CONTINUATION AND MEDICAL BENEFITS DETERMINATION**

(1) This Article shall control all claims made by employees after June 1, 1998 for any injury incurred prior to or after that date for which wage continuation and medical benefits are claimed and applied for by the employee. This Article shall not apply to any employee who is on wage continuation and medical benefits leave pursuant to GML207-c on May 31, 1998 shall apply to such employees.

(2) An employee who claims a right to wage continuation and medical benefits (claiming employee) pursuant to GML207-c must make application for wage continuation and medical benefits on the date of the alleged injury and prove said claim as required herein and by GML207-c prior to the granting of said wage continuation and medical benefits to the claiming employee by the employer.
(3) A claiming employee shall comply with all the provisions of GML 207-c and this Article and shall notify the Chief of Police of their application to the employer for wage continuation and medical benefits on the date thereof by completing an application for GML 207-c wage continuation and medical benefits. Said application as presently designated by the employer and on file with the Chief of Police. The claiming employee shall fully complete and sign next to the Supervisor’s signature, unless injury prevents this from occurring (or cause to be completed) said application and serve it by personal service on the Chief of Police. Failure to fully and completely comply with the provisions of this paragraph 3 shall be at the sole expense and detriment, if any, of the claiming employee and it shall be deemed by all parties and the hearing officer as a presumption of non-eligibility for GML 207-c wage continuation and medical benefits for the instant claim.

(4A) A hearing officer shall be appointed pursuant to the Streamline Labor Arbitration Rules of the American Arbitration Association (AAA) (the Streamline Rules) to determine whether the claiming employee has complied with this Article, whether the claiming employee has carried their burden of proof and whether the claiming employee has proved all elements required for GML 207-c wage continuation and medical benefits under the statute and cases interpreting said statute; and to determine whether the claiming employee is eligible, and whether the claiming employee shall be granted coverage pursuant to GML 207-c, and periodically (as the employer may from time to time designate) if the claiming employee continues to be eligible for coverage pursuant to GML 207-c. The parties hereto accept and adopt the provisions of GML 207-c, the Streamline Rules and the Voluntary Labor Arbitration Rules of AAA for determining issues provided for in this Article as more specifically provided below.

(4B) The employee shall initiate and file the hearing notice with AAA. The expense for the hearing officer shall be borne by the employer. All other expenses pursuant to the Streamline Rules and all other expenses of the parties shall be chargeable to themselves.
adjournments shall be at the cost and expense of the party requesting same (including any additional expense for the hearing officer or AAA administrative fees and expenses).

(4C) The employer may unilaterally waive the hearing for determination or re-determination of the claim for wage continuation and medical benefits under GML 207-c at its sole discretion, and it may require the claiming employee to comply with all other requirements of GML 207-c and this Article. Notice of waiver shall be in writing to the claiming employee and the Chief of Police by the employer or its agent (that agent presently being the Village Administrator). If the employer waives the hearing for determination it shall be required to comply with the time limits the hearing officer would have been held to in issuing a determination pursuant to the Streamline Rules, and shall credit back to the employee leave time for wage and medical benefit continuation.

(5) No right to or eligibility for GML 207-c wage continuation and medical benefits is conferred hereby and this Article changes the previous practices prior to June 1, 1998. A presumption of non-eligibility for GML 207-c wage continuation and medical benefits is established and must be overcome by the claiming employee at the hearing to the legal satisfaction of the hearing officer by the presentation of credible non-hearsay substantial evidence proving all elements required herein and in GML 207-c; the employer may rebut the claiming employee’s evidence by the presentation of credible not-hearsay substantial evidence. The hearing officer shall determine the weight to be given to the proper evidence presented.

(6) A claiming employee may use their accrued and previously unpaid or unused such, personal or compensatory leaves, or overtime to pay for their continued wages and medical benefits when applying for GML 207-c wage continuation and medical benefits if they so elect. Filing of the designated application with the Chief shall be deemed notice from the claiming employee to the employer of such election. No collective bargaining leaves or benefits (i.e., leaves – holiday pay, vacation, sick, bereavement, and personal; i.e., benefits - eligibility for overtime, uniform, shoe and cleaning allowances) shall accrue or be credited to or be granted or paid to a claiming employee which are not permitted GML 207-c or by the New York State
Comptroller. If the employee is awarded GML 207-c leave, all leave used by the employee to continue their wages and medical benefits shall be credited back to the employee by the employer.

(7) The procedure for hearing shall be that contained in GML 207-c which shall be controlling; it may be supplemented by the hearing officer with reference first to the Streamline Rules and secondly to the Voluntary Labor Arbitration Rules of AAA. The parties agree for themselves and all those they represent that neither the employer, its employees, officers and elected officials, its counsel and all witnesses, not the hearing officer and the AAA shall be liable to any claiming employee or person or entity claiming rights through a claiming employee (including any contingent beneficiary) for any act or omission in connection with the hearing or investigation or claim or application or the granting or denial of eligibility of a claiming employee under this Article and GML 207-c. Any appeal of the hearing officer’s determinations shall be exclusively governed by and pursuant to Article 78 of the Civil Practice Law and Rules.

ARTICLE XX - NO STRIKE

The Association, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike and agrees not to engage in a strike, or cause, instigate, encourage or condone a strike.

The term “strike” shall mean any strike, slowdown, refusal or other stoppage of work by members of the bargaining unit. The Village reserves the right to litigate in a court of competent jurisdiction immediately for civil damages resulting from a violation of this Article. Nothing contained in the agreement shall be construed to limit the rights, remedies or duties of the Association or the Village under State Law.

ARTICLE XXI - NEGOTIATIONS

Negotiations for a successor agreement should commence no later than February 2011.
ARTICLE XXII - PREVIOUS PRACTICE

This document constitutes the sole and complete Agreement between the parties and embodies all terms and conditions governing the employment in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining. Any prior commitment or agreement between the Village and the Association and any individual employee covered by this agreement is hereby superseded.

ARTICLE XXIII - SEPARABILITY

If any provision of this Agreement violates any Federal or State Law as presently enacted, or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that is at variance with such law; but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIV - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIREING 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 XXV - TERM OF AGREEMENT

The term of this Agreement shall be from June 1, 2008 to and including May 31, 2011.

PLEASANTVILLE POLICE
BENEVOLENT ASSOCIATION, INC.

VILLAGE OF PLEASANTVILLE

BY_____________________________  BY_____________________________

PRESIDENT                           MAYOR
Approved as to substance:

Village Administrator