

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Cold Spring, Village of and Cold Spring Police Benevolent Association (2008)**

Employer Name: **Cold Spring, Village of**

Union: **Cold Spring Police Benevolent Association**

Local:

Effective Date: **06/01/2008**

Expiration Date: **05/31/2013**

PERB ID Number: **7546**

Unit Size:

Number of Pages: **36**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

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

POL 7546
original

AGREEMENT

Between

VILLAGE OF COLD SPRING

And

**VILLAGE OF COLD SPRING
POLICE BENEVOLENT ASSOCIATION, INC.**

JUNE 1, 2008 THROUGH MAY 31, 2013

13 Part-time Police officers

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION, MEMBERSHIP DUES DEDUCTION, AGENCY SHOP FEE AND ASSESSMENTS	1
1.1 – Recognition	1
1.2 – Application of Collective Bargaining Agreement	2
1.3 – Membership Dues Deduction	2
1.4 – Agency Shop Fee Deduction	2
1.5 – Assessments	2
ARTICLE 2 PBA OBLIGATIONS, RIGHTS AND RESPONSIBILITIES	3
2.1 – Affirmation Not to Strike	3
2.2 – PBA Officers	3
2.3 – PBA Bulletin Board	3
2.4 – Discrimination	3
2.5 – Labor/Management	3
ARTICLE 3 DISCIPLINARY PROCEDURE	4
ARTICLE 4 GRIEVANCE PROCEDURE	5
ARTICLE 5 HOLIDAYS	8
ARTICLE 6 WORKDAY, WORKWEEK, WORK SCHEDULE, OVERTIME AND CALL IN/CALL BACK PAY	10
6.1 – Workday – Workweek – Work Schedule	10
6.2 – Tours of Duty	10
6.3 – Overtime Payment and Compensation	10
6.4 – Call In/Call Back Pay	11
ARTICLE 7 BASE HOURLY RATE OF PAY AND LONGEVITY SCHEDULE	12
7.1 – Part-time Employees Base Hourly Rate of Pay	12
7.2 – Part-time Employees Longevity Schedule	13
7.3 – Differential Pay	13
ARTICLE 8 UNIFORMS AND CLEANING ALLOWANCE	14
8.1 – Annual Uniform and Cleaning Allowance	14
8.2 – Personal Property	14

ARTICLE 9	EDUCATIONAL TRAINING	14
	9.1 – Annual Training	14
	9.2 – Compensation	15
ARTICLE 10	RETIREMENT	15
<hr/>		
ARTICLE 11	GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE	15
ARTICLE 12	GENERAL PROVISIONS	23
	12.1 – Printing and Furnishings of the Agreement	23
	12.2 – New York State Disability Insurance Plan	23
	12.3 – Mileage Reimbursement	24
	12.4 – Personnel File	24
	12.5 – Payroll Checks	24
	12.6 – Separate Agreements	24
	12.7 – Employee Information	24
	12.8 – Direct Deposit	25
	12.9 – Deferred Compensation Plan	25
	12.10 – Defense and Indemnification	25
ARTICLE 13	PROBATIONARY PERIOD	25
ARTICLE 14	SENIORITY, LAY-OFFS AND RECALL	25
	14.1 – Seniority	25
	14.2 – Lay-offs and Recall – Part-time	25
ARTICLE 15	MANDATED PROVISIONS OF LAW	26
ARTICLE 16	DURATION	26
	16.1 – Term	26
	16.2 – Enforcement	26
APPENDIX “A”	GENERAL MUNICIPAL LAW §207-c APPLICATION	28
APPENDIX “B”	AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION	31
APPENDIX “C”	COMPROLLER NOTIFICATION	33

PREAMBLE

This Agreement made and entered into this day of _____, 2011 by the Village of Cold Spring (hereinafter referred to as the "Employer") and the Village of Cold Spring Police Benevolent Association, Inc. (hereinafter referred to as the PBA).

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperating relationship between the Village of Cold Spring and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. To promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees' Fair Employment Act.

ARTICLE 1

RECOGNITION, MEMBERSHIP DUES DEDUCTION, AGENCY SHOP FEE AND ASSESSMENTS

1.1 Recognition

The Employer recognizes the PBA as the sole and exclusive bargaining agent and representative with unchallenged representation status for the maximum period allowed by law for all part time police officers, excluding the Chief of Police and all other employees.

In the event the Employer creates a full time police officer position(s), it agrees to recognize and place that title into the PBA unit. The Employer further agrees to provide the PBA President with a minimum of thirty (30) calendar days written notice of the creation of a full time police officer position(s). Upon written receipt to the Office of the Mayor by the PBA President or designee for a demand to negotiate terms and conditions of employment for the full time police officer(s), the Employer agrees to commence negotiations with the PBA and/or its designee within thirty (30) calendar days of receipt of the demand to negotiate. In the event an agreement is not reached prior to the proposed start date(s) of the full time police officer(s), the Employer may establish the initial terms and conditions of employment, subject to its continuing obligation to negotiate all terms and conditions of employment. In the event the parties do not reach a negotiated agreement, the impasse procedure of the Taylor Law shall apply (e.g., mediation and interest arbitration).

1.2 Application of Collective Bargaining Agreement

This Agreement shall apply to the bargaining unit as defined in Section 1.1 above.

1.3 Membership Dues Deduction

Upon written authorization of the employee concerned, but no later than the first (1st) week of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Employer and PBA, the Employer shall deduct the membership dues established by the PBA from each payroll check of each employee, including all arrearages to date from the part-time employee who did not work in any workweek. The Employer shall transmit all dues deductions to the PBA each pay period.

The PBA shall notify the Employer, in writing, the established dues for deduction, and changes, as they occur.

1.4 Agency Shop Fee Deduction

The Employer agrees to deduct from the wages of an employee who does not provide written authorization for dues deduction as set forth in Section 1.3 herein, who is not a member of the PBA, but is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any or part of such Agency Shop Fee, deductions which represent the employee's prorated share of the expenditure by the PBA in aid of activities or cause incidentally related to terms and conditions of employment. The Employer shall deduct the Agency Shop Fee from each payroll check of each employee, including all arrearages to date from the part-time employee who did not work in any workweek. The Employer shall transmit all Agency Shop Fee deductions to the PBA each pay period.

The PBA shall notify the Employer, in writing, the established Agency Shop Fee for deduction, and changes, as they occur.

In the event an employee who is subject to the Agency Shop Fee deduction initiates an action or proceeding in a court of competent jurisdiction or before an administrative agency regarding the payment of an Agency Shop Fee Deduction, the PBA agrees to indemnify and save harmless the Employer from and against its cost of the action or proceeding.

1.5 Assessments

The Employer agrees to deduct from the wages of an employee any assessment established by the PBA. The Village shall transmit all assessments to the PBA each pay period. The PBA shall notify the Village, in writing, the assessment to be deducted. This section does not apply to a payroll deduction for a fine assessed on a unit member.

ARTICLE 2

PBA OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

2.1 Affirmation Not to Strike

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. The PBA further agrees that it shall not cause or sanction either directly or indirectly, any strike or other stoppage or slowing down of work.

2.2 PBA Officers

The PBA shall forward to the Employer a list of the names and titles of its officers and representatives, plus changes as they occur.

2.3 PBA Bulletin Board

There shall be a designated bulletin board or a reasonable section thereof, in the police department, for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the requirements as stated herein.

2.4 Discrimination

No employee designated pursuant to this Article shall be discriminated against in any way by the Employer due to work performed on behalf of the PBA and its unit members.

2.5 Labor/Management

Authorized spokespersons for the Employer and PBA shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Village Mayor or designated representative, or PBA President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

ARTICLE 3

DISCIPLINARY PROCEDURE

An employee shall be entitled to PBA representation at any interview where he/she can be the subject of discipline.

Procedure Rights - Formal Stage

Employees who have completed forty (40) months of service with the Village as a part-time police officer shall be entitled to the due process protection set forth in New York State Civil Service Law Section 75.

Notice of Discipline - Formal Stage

In the event that disciplinary charges are preferred, the specific act(s) that warrants disciplinary action and the proposed sanction(s) shall be specifically contained in the Notice of Discipline.

The PBA shall be provided a copy of the Notice of Discipline at the same time as the affected employee(s).

The Notice of Discipline shall be accompanied by a written statement that:

“An employee served with a Notice of Discipline has the right to object by filing a response within ten (10) calendar days by exercising his/her rights as set forth above, which shall be fully set forth in the Notice of Discipline served on the employee.”

Procedure Selection - Formal Stage

In the event the employee does object, then he/she shall file a written notice with the Employer and PBA no later than ten (10) calendar days after receiving the Notice of Discipline.

The disciplinary procedure pursuant to Section 75 and/or 76 of the Civil Service Law provides for a hearing by an independent hearing officer at its final stage. The parties agree to the following panel of Hearing Officers:

1. Joseph Wooley
2. Jeffrey Selchick
3. Al Viani
4. Roger Maher

The above Hearing Officers shall serve on a rotational basis, and can be replaced upon mutual consent of the parties. In the event a Hearing Officer is not available within sixty (60) calendar days of his/her selection, the Employer has the right to proceed with the appointment of the next Hearing Officer on the list. In the event the next selection has a longer waiting date, the previous Hearing Officer shall serve. The Hearing Officer shall make findings of fact and a penalty recommendation, if any, and submit his/her findings and recommendations to the Village Board for final determination. The remedy for review of the determination and penalty made pursuant to a Section 75 hearing is an appeal through the procedures set forth in the Civil Service Law or an Article 78 of the Civil Practice Law and Rules.

The employee has the right to be represented by the PBA at every stage of the proceeding. Additionally, an employee has the right to a private attorney in lieu of the PBA representative or attorney, but not both, at the hearing stage. If the employee retains a private attorney, it shall be at his/her expense, not the Village or PBA.

Suspension

In no event, however, shall an employee who has been served with a Notice of Discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

Settlement

A disciplinary matter may be settled at any stage of the proceeding, including prior to the service of formal charges. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

Fees and Expenses

All fees and expenses of the Hearing Officer, if any, shall be paid by the Employer. All hearings shall have a transcribed record provided at no cost to the employee or PBA.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1 - Terms and Definitions

The Terms and Definitions as used herein shall have the following meaning:

1. "Employer" - shall mean the Village of Cold Spring.
2. "PBA" shall mean the Village of Cold Spring Police Benevolent Association, Inc.

3. "Employee(s)" shall mean any person or persons covered by the terms of this collective bargaining agreement.
4. "Grievant" shall mean employee, groups of employees, or the PBA acting on behalf of same or itself, alleging to have a grievance.
5. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement.
6. "Business day" shall mean Monday through Friday, excluding Holidays.

Section 2 - General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.
2. The grievance shall be submitted to the Mayor. A written response is required of the Mayor hereunder and shall be returned to the employee involved and/or the PBA for their response. In the event the written response is unsatisfactory from the Mayor, the grievance shall be appealed to the Village Board. A written response is required from the Village Board and shall be returned to the employee and/or PBA. In the event the Village Board's written response is unsatisfactory, the grievance may be appealed to arbitration.
3. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this Agreement, which the employee(s) and/or PBA claim to have been violated and the remedy sought.
4. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, can only be agreed to by the Employer and PBA and the parties shall enter into a signed stipulation of settlement setting forth the terms resolving the grievance.
5. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.

Section 3 - Procedure

Step 1: Mayor

The grievant or the PBA shall present the grievance in writing to the Mayor within twenty (20) business days of when the PBA knew or should have known of the violation, misinterpretation or inequitable application of the collective bargaining agreement. The Mayor shall issue a written decision to the employee(s) and the PBA by the end of the tenth (10th) business day after receipt of the grievance, or in the event no written determination is provided as set forth herein, the grievance shall be deemed denied and can be processed to Step 2.

Step 2: The Village Board

If the grievant and/or the PBA, wishes to appeal an unsatisfactory or no decision of Step 1, the appeal must be presented to the Office of the Mayor on behalf of the Village Board within ten (10) business days from the date of receipt of the Step 1 decision, or the twenty-first (21st) business day after the grievance was submitted to Step 1. The Mayor, in consultation with and on behalf of the Village Board, shall issue a written decision to the grievant and/or PBA within five (5) business days after the next regularly scheduled Board meeting, after the appeal was received, or in the event no written determination is provided as set forth herein, the grievance shall be deemed denied and can be processed to Step 3.

Step 3: Arbitration

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Mayor no later than ten (10) business days from receipt of the Village Board's Step 2 determination, or twenty-first (21st) business day after the grievance was submitted to Step 2 for the selection of an arbitrator. The parties agree to the following panel of Arbitrators:

1. Roger Maher
2. Al Viani
3. Robert Douglas

The above Arbitrators shall serve on a rotational basis, and can be replaced upon mutual consent of the parties.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion which are not essential in reaching the determination.

The Arbitrator's decision shall be final and binding on the parties. The remedy for review of the Arbitrator's decision is an appeal through Article 75 of the Civil Practice Law and Rules.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 5

HOLIDAYS

The Holidays and dates are as follows:

- 6/1/08
1. July 4th (7/4)
 2. Labor Day (9/1)
 3. Columbus Day (10/13)
 4. Election Day (November) (11/4)
 5. Veterans' Day (11/11)
 6. Thanksgiving Day (11/27)
 7. Day After Thanksgiving (11/28)
 8. Christmas Eve (12/24)
 9. Christmas Day (12/25)
 10. New Year's Eve (12/31)

- 2010
1. New Year's Day (1/1)
 2. Martin Luther King, Jr.'s Birthday (1/18)
 3. Presidents' Day (2/15)
 4. Memorial Day (5/31)
 5. July 4th (7/4)
 6. Labor Day (9/6)
 7. Columbus Day (10/11)
 8. Election Day (November) (11/2)
 9. Veterans' Day (11/11)
 10. Thanksgiving Day (11/25)
 11. Day After Thanksgiving (11/26)
 12. Christmas Eve (12/24)
 13. Christmas Day (12/25)
 14. New Year's Eve (12/31)

- 2009
1. New Year's Day (1/1)
 2. Martin Luther King, Jr.'s Birthday (1/19)
 3. Presidents' Day (2/16)
 4. Memorial Day (5/25)
 5. July 4th (7/4)
 6. Labor Day (9/7)
 7. Columbus Day (10/12)
 8. Election Day (November) (11/3)
 9. Veterans' Day (11/11)
 10. Thanksgiving Day (11/26)
 11. Day After Thanksgiving (11/27)
 12. Christmas Eve (12/24)
 13. Christmas Day (12/25)
 14. New Year's Eve (12/31)

- 2011
1. New Year's Day (1/1)
 2. Martin Luther King, Jr.'s Birthday (1/17)
 3. Presidents' Day (2/21)
 4. Memorial Day (5/30)
 5. July 4th (7/4)
 6. Labor Day (9/5)
 7. Columbus Day (10/10)
 8. Election Day (November) (11/8)
 9. Veterans' Day (11/11)
 10. Thanksgiving Day (11/24)
 11. Day After Thanksgiving (11/25)
 12. Christmas Eve (12/24)
 13. Christmas Day (12/25)
 14. New Year's Eve (12/31)

2012

1. New Year's Day (1/1)
2. Martin Luther King, Jr.'s Birthday (1/16)
3. Presidents' Day (2/20)
4. Memorial Day (5/28)
5. July 4th (7/4)
6. Labor Day (9/3)
7. Columbus Day (10/8)
8. Election Day (November) (11/6)
9. Veterans' Day (11/11)
10. Thanksgiving Day (11/22)
11. Day After Thanksgiving (11/23)
12. Christmas Eve (12/24)
13. Christmas Day (12/25)
14. New Year's Eve (12/31)

An employee who works on a Holiday set forth below, shall be paid his/her hourly rate of pay, plus seven dollars (\$7.00) for each hour or part thereof worked. The Holidays for the fiscal years 2008, 2009 and 2010 are as follows:

- | | |
|---------------------------------------|---------------------------|
| 1. Martin Luther King, Jr.'s Birthday | 4. Election Day |
| 2. Presidents' Day | 5. Veterans Day |
| 3. Columbus Day | 6. Day After Thanksgiving |

An employee who works on a Holiday set forth below, shall be paid his/her hourly rate of pay, plus nine dollars and fifty cents (\$9.50) for each hour or part thereof worked. The Holidays for the fiscal years 2008, 2009 and 2010 are as follows:

- | | |
|-------------------------|---------------------|
| 1. New Year's Day | 5. Thanksgiving Day |
| 2. Memorial Day | 6. Christmas Eve |
| 3. July 4 th | 7. Christmas Day |
| 4. Labor Day | 8. New Year's Eve |

An employee who works on a Holiday set forth below, shall be paid his/her hourly rate of pay, plus nine dollars (\$9.00) for each hour or part thereof worked. The Holidays for the fiscal years 2011 and 2012 are as follows:

- | | |
|---------------------------------------|---------------------------|
| 1. Martin Luther King, Jr.'s Birthday | 4. Election Day |
| 2. Presidents' Day | 5. Veterans Day |
| 3. Columbus Day | 6. Day After Thanksgiving |

An employee who works on a Holiday set forth below, shall be paid his/her hourly rate of pay, plus eleven dollars and fifty cents (\$11.50) for each hour or part thereof worked. The Holidays for the fiscal years 2011 and 2012 are as follows:

- | | |
|-------------------------|---------------------|
| 1. New Year's Day | 5. Thanksgiving Day |
| 2. Memorial Day | 6. Christmas Eve |
| 3. July 4 th | 7. Christmas Day |
| 4. Labor Day | 8. New Year's Eve |

In order to be eligible for Holiday pay, the employee must actually work on that scheduled Holiday.

ARTICLE 6

WORKDAY, WORKWEEK, WORK SCHEDULE, OVERTIME, AND CALL IN/CALL BACK PAY

6.1 Workday - Workweek - Work Schedule

The workday for all employees shall be eight (8) hours, not to exceed forty (40) hours in a pay period, including a paid meal period, during their tour of duty.

All part time employees shall provide a minimum of forty-eight (48) hours of availability each calendar month to the Officer In Charge, or designee, no later than the 15th of the preceding calendar month submitted for availability. In the event of injury or illness, the minimum availability requirement will be waived. In the event of primary full-time employment, the minimum availability requirement may be waived, and any such request will not be unreasonably denied.

6.2 Tours of Duty

An employee shall be scheduled for one of the following tours of duty based on his/her submitted availability:

- "A" Line - 12:00 midnight to 8:00 a.m.
- "B" Line - 8:00 a.m. to 4:00 p.m.
- "C" Line - 4:00 p.m. to 12:00 midnight

6.3 Overtime Payment and Compensation

An employee shall be paid at the rate of one and one-half times (1.5X) his/her applicable hourly rate of pay when he/she works in excess of his/her regularly scheduled eight (8) hour tour of duty, and provided that employee has worked sixteen (16) hours during that work week, or forty (40) hours in a work week.

An employee who is required to attend Court or Administrative Hearing (example: Grand Jury, County Court, Village Justice Court, meetings with the District Attorney's Office, DWI Refusal Hearing, etc.), when not scheduled to work, in conjunction with his/her capacity as a police officer for the Employer, shall be guaranteed and paid a minimum three (3) hours or the actual pay for hours or part thereof worked, whichever is greater for "Call-In" within the Village and a minimum of four (4) hours for "Call-In" outside of the Village. The employee shall be entitled, upon the completion of work, to leave, and be paid for the guaranteed minimum set forth herein (example: completes the work in 2 hours, leaves, and is paid for 3 hours).

Overtime shall be authorized in advance by the Officer In Charge or those so designated, when possible.

The Employer agrees to pay overtime to all employees at the rate of one and one-half times (1.5X) the employee's applicable hourly rate, inclusive of longevity, if applicable for all hours worked, or part thereof.

All overtime shall be paid in the pay period earned.

6.4 Call In/Call Back Pay

An employee who is "Called In" and reports to work within one (1) hour before his/her regularly scheduled tour of duty, or on a Holiday enumerated in this Agreement, shall be paid for one (1) hour as provided for in this Article and Article 5 - Holidays. An employee who is "Called In" and reports to work more than one (1) hour but less than two (2) hours before his/her regularly scheduled tour of duty, or on a Holiday enumerated in this Agreement, shall be paid and guaranteed a minimum of three (3) hours as provided for in this Article and Article 5 - Holidays. An employee who is "Called In" and reports to work two (2) hours or more before his/her regularly scheduled tour of duty, or on a Holiday enumerated in this Agreement, shall be paid for three (3) hours as provided for in this Article and Article 5 - Holidays, or the actual hours or part thereof worked, whichever is greater for "Call-In" within the Village, and a minimum of four (4) hours for "Call-In" outside of the Village. The employee shall be entitled, upon completion of work, to leave and be paid for the guaranteed minimum set forth herein (example: completes the work in 2 hours, leaves, and is paid for 3 hours).

An employee who is "Called Back" to work after he/she has left his/her regularly tour of duty, or on a Holiday enumerated in this Agreement, after the ending time of his/her tour of duty, shall be paid and guaranteed a minimum of three (3) hours as provided for in this Article and Article 5 - Holidays, or the actual hours, or part thereof worked, whichever is greater for "Call Back" within the Village, and a minimum of four (4) hours for "Call Back" outside the Village. The employee shall be entitled, upon completion of work, to leave, and be paid for the guaranteed minimum set forth herein (example: completes the work in 3 hours, leaves, and is paid 4 hours). An employee who works beyond his/her tour of duty (example: completes an arrest in 20 minutes), shall not be guaranteed the minimum hours set forth herein, and shall be paid for those hours or part thereof at straight time or overtime as set forth in this Article.

As set forth above, the employee shall be entitled to leave work upon the completion of what he/she was "Called In" or "Called Back" for, except if the "Call In" runs into his/her regularly scheduled tour of duty.

ARTICLE 7

BASE HOURLY RATE OF PAY AND LONGEVITY SCHEDULE

7.1 Part-time Employees Base Hourly Rate of Pay

<u>Step</u>	<u>Years of Service</u>	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>
	Starting w/o MPTC Certification	An employee who attends the required Police Academy, shall be paid the Federal or State minimum hourly rate, whichever is higher, for all hours attending the Police Academy, including travel time and take home assignments that are required, up to a minimum of eight (8) hours each week.		
1	Starting w/MPTC Certification	\$19.00/hr	\$19.60/hr	\$20.20/hr
2	Starting 2 nd Year	\$19.65/hr	\$20.30/hr	\$20.95/hr
3	Starting 3 rd Year	\$20.50/hr	\$21.15/hr	\$21.85/hr
4	Starting 4 th Year	\$21.35/hr	\$22.05/hr	\$22.75/hr
5	Starting 5 th Year	\$22.20/hr	\$22.90/hr	\$23.70/hr
6	Starting 6 th Year	\$23.10/hr	\$23.80/hr	\$24.60/hr

<u>Step</u>	<u>Years of Service</u>	<u>6/1/11</u>	<u>6/1/12</u>
	Starting w/o MPTC Certification	An employee who attends the required Police Academy, shall be paid the Federal or State minimum hourly rate, whichever is higher, for all hours attending the Police Academy, including travel time and take home assignments that are required, up to a minimum of eight (8) hours each week.	
1	Starting w/MPTC Certification	\$20.85/hr	\$21.60/hr
2	Starting 2 nd Year	\$21.65/hr	\$22.40/hr
3	Starting 3 rd Year	\$22.60/hr	\$23.40/hr
4	Starting 4 th Year	\$23.55/hr	\$24.35/hr
5	Starting 5 th Year	\$24.50/hr	\$25.30/hr
6	Starting 6 th Year	\$25.40/hr	\$26.35/hr

All part-time employees shall advance through the Base Hourly Rate Step Program on their anniversary date (date of hire) with the Employer in the Police Department. The Officer In Charge's Base Hourly Rate of Pay shall be a 12.5% differential over and above the Step 6 Base Hourly Rate of Pay. In addition, the Officer In Charge shall also be entitled to be paid Longevity as set forth below over and above his/her Base Hourly Rate of Pay.

In the event a part-time employee was paid a hourly rate of pay that exceeds the above schedule, or Longevity schedule set forth in 7.2 herein, that employee shall continue to be paid that hourly rate of pay until such time that the above schedule or Longevity schedule provides for an increase. At that time, the employee shall be placed accordingly on the above schedule or Longevity schedule providing for an increase, and shall advance through the Steps set forth in 7.1 and 7.2 herein.

7.2 Part-time Employees Longevity Schedule

<u>Step</u>	<u>Years of Service</u>	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>
7	Starting 9 th through 11 th	+.20/hr	+.25/hr	+.30/hr
8	Starting 12 th through 14 th	+.10/hr	+.15/hr	+.20/hr
9	Starting 15 th Year through 17 th	+.10/hr	+.15/hr	+.20/hr
10	Starting 18 th Year and Above	+.10/hr	+.15/hr	+.20/hr
TOTAL:		+.50/hr	+.70/hr	+.90/hr

<u>Step</u>	<u>Years of Service</u>	<u>6/1/11</u>	<u>6/1/12</u>
7	Starting 9 th through 11 th	+.40/hr	+.50/hr
8	Starting 12 th through 14 th	+.30/hr	+.40/hr
9	Starting 15 th through 17 th	+.30/hr	+.40/hr
10	Starting 18 th Year and Above	+.30/hr	+.40/hr
TOTAL:		+\$1.30/hr	+\$1.70/hr

The above amounts are cumulative.

All part-time employees shall advance through the Longevity Step Program on their anniversary date (date of hire) with the Employer in the police department.

7.3 Differential Pay

An employee who works during the hours of 4:00 p.m. to 8:00 a.m. shall be paid a differential over and above his/her hourly rate of pay as follows:

<u>Tour of Duty</u>	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
"A" Line - 12:00 midnight to 8:00 a.m.	+.10/hr	+.20/hr	+.30/hr	+.40/hr	+.50/hr
"C" Line - 4:00 p.m. to 12:00 midnight	+.05/hr	+.15/hr	+.15/hr	+.20/hr	+.25/hr

ARTICLE 8

UNIFORMS AND CLEANING ALLOWANCE

8.1 Annual Uniform and Cleaning Allowance

Each employee shall be reimbursed annually in the following amounts for the purchase and/or cleaning of uniforms by the employee:

<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
\$475.00	\$475.00	\$500.00	\$525.00	\$550.00

In the event any uniform or equipment is destroyed in the performance of duty, it shall be replaced by the Employer at no cost to the employee.

All uniforms and equipment issued by the Employer shall be returned to the Employer upon the employee's separation from service. In the event the employee does not return his/her uniforms and/or equipment, the employee's last paycheck shall be adjusted by the purchase price of the missing item(s) at the time of issue.

8.2 Personal Property

In the event an employee suffers a loss of any personal property made during the course of any arrest or in the line of duty, they shall be reimbursed up to a maximum of one hundred dollars (\$100.00) for each occurrence, except eyeglasses, which shall be at the actual cost.

ARTICLE 9

EDUCATIONAL TRAINING

9.1 **Annual Training** – Effective May 11, 2011, the Employer shall provide four (4) training days, consisting of a maximum of eight (8) consecutive hours, to each employee, which will consist of the following:

- a. Two (2) days (16 hours) for firearms qualifications and/or re-qualifying with the employees duty and off-duty weapon, if any, and review of the New York State Criminal Procedure Law as required by the Police Department's Rules and Regulations.
- b. Two (2) days (16 hours) of additional training, as determined by the Employer and/or certifications and/or re-certifications.

9.2 **Compensation** – Each employee shall be paid his/her Base Hourly Rate of Pay and Longevity, if applicable, for all hours of training, as determined by the Employer, but in no event shall the employee be paid less than four (4) hours at straight time or the actual hours of training, whichever is greater. In the event the employee qualifies for overtime as set forth in Article 6, he/she shall be paid for all hours worked.

ARTICLE 10

RETIREMENT

The Employer agrees to adopt, implement and provide the Twenty (20) Year Retirement Plan under Section 384-d of the New York State and Local Police and Fire Retirement System for all eligible employees pursuant to applicable law.

ARTICLE 11

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

SECTION 1 - APPLICABILITY

Section 207-c of the General Municipal law provides that any police officer or covered employee:

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of the injury and/or sickness.”

For the purpose of applying the statute “regular salary or wages” for part-time employees, it shall be based on the average number of hours worked by the employee during the year immediately preceding the injury or sickness.

This procedure is intended to regulate the application for, and the award and/or termination of benefits under Section 207-c of the General Municipal Law (“GML 207-c”). It shall operate as a waiver of any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge an arbitration award, as provided herein, pursuant to Article 75 of the Civil Practice Law and Rules.

SECTION 2 - DEFINITIONS

- a. Employer: Village of Cold Spring.
- b. Mayor: Mayor of the Village of Cold Spring.
- c. Claimant: Any police officer of the Village of Cold Spring who claims to have been injured in the performance of his/her duties or who claims to have been taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful remedial treatment.
- d. Recipient: Any police officer of the Village of Cold Spring who has been granted Section 207-c benefits.
- e. Claims Manager: The Mayor, or the individual designated by the Village who is charged with the responsibility of administering the procedures herein. The PBA President shall be notified, in writing, of the individual designated as the Claims Manager, and changes as they occur.
- f. Section 207-c Benefits: The "regular salary or wages" shall be the Base Hourly Rate of Pay and Longevity, if applicable and medical treatment and hospital care payable to a Recipient under Section 207-c. For the purposes of paying "regular salary or wages" for a part-time employee, the Employer shall pay the average number of hours worked the preceding fifty-two (52) weeks prior to the injury or illness (e.g., was hired and was only working 26 weeks, use average number of hours worked during that period). In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall also be entitled as set forth in the collective bargaining agreement to:
 - 1) Differential Pay; and
 - 2) Direct Deposit

SECTION 3 - APPLICATION FOR BENEFITS

1. 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 so as to necessitate medical or other lawful remedial treatment, shall file a Incident Report before the end of his/her tour of duty, or within seventy-two (72) hours of when the Claimant should reasonably have known of the injury or illness with the Claims Manager.
2. The Incident Report shall include, to the extent practicable, the following information:
 - a) the time, date and place of the incident;

- b) a statement of the facts surrounding the incident;
- c) the nature and extent of the Claimant's injury or illness; and
- d) the name of any possible witnesses to the incident.

3. In addition to filing an Incident Report, the Claimant must file an Application for Section 207-c benefits and applicable workers' compensation form no later than twenty (20) calendar days of the incident giving rise to the claim on the Application or within twenty (20) calendar days of losing time from work, whichever is later, attached hereto as Appendix "A," and the Authorization for Release of Health Information attached hereto as Appendix "B" and the Notice to the Comptroller attached hereto as Appendix "C" and made a part of this Agreement with the Claims Manager. The Claims Manager shall file the Notice to the Comptroller with a copy to the Claimant. Where the Claimant's injury or illness prevents him/her from filing an application for Section 207-c benefits, such application may be filed on behalf of a Claimant as set forth herein. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing using the official Application form attached hereto as Appendix "A," and shall include the following information:

- (a) the time, date and place where the injury or illness producing incident occurred;
- (b) a detailed statement of the particulars of the incident;
- (c) the nature and extent of the Claimant's injury or illness;
- (d) the Claimant's mailing address;
- (e) the names of any potential witnesses; and
- (f) the name, address and telephone numbers of all of the Claimant's medical providers.

4. A Claimant's failure to comply with these reporting obligations may be waived by the Claims Manager upon a showing of good cause.

5. If an application for benefits is denied based on it being "untimely," or upon a failure of the "showing of good cause," a Claimant, the PBA President or designee, may appeal such determination within twenty (20) calendar days of receipt of that determination directly to the Village Board. The Village Board shall render its written determination on the same materials and information before the Claims Manager. The Claimant and/or his/her representative shall have a right to appear and present written documentation to the Village Board setting forth, based on the same materials and information before the Claims Manager, why the Application for GML §207-c benefits was not either "untimely," or upon a failure of the "showing of good cause" was provided. An appeal from the written determination of the Village Board regarding the Application for GML §207-c benefits was untimely or a showing of good cause was denied, shall be pursuant to Article 78 of the Civil Practice Law and Rules.

6. 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. A Claimant shall not be entitled to a hearing regarding the initial denial of Section 207-c benefits. In the event an Claimant is denied Section 207-c benefits by the Claims Manager, not related to the Application being denied based on it being "untimely" or upon a failure of the "showing of good cause," the Claimant may appeal the denial pursuant to Article 78 of the Civil Practice Law and Rules.

7. The Claims Manager shall have the authority to:

- a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- b) request the production of any book, document or other record that pertains to the application, injury or illness that is in the possession of the Claimant;
- c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
- d) require the Claimant to execute the Medical Release Form attached hereto as Appendix "C" and made a part of this Agreement and utilize the release to request records from the medical providers;
- e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- f) do all that is necessary or advisable in the processing of said application.

8. In an initial determination investigation, a Claimant must cooperate with the Claims Manager. A determination of initial eligibility not related to an "untimely" Application or upon a failure of the "showing of good cause," shall be made within thirty (30) calendar days after receipt of all necessary information specified above, or sixty (60) calendar days from the date on which the application was submitted, whichever is earlier, based upon the investigation.

9. The Claims Manager shall mail a written copy of his/her decision to the Claimant, within the time limits set forth in Section 8 above. The written determination shall set forth the reasons for the Claims Manager's decision.

10. An appeal from a denial by the Claims Manager of the initial determination, not related to an "untimely" Application, or upon a failure of the "showing of good cause" shall be pursuant to Article 78 of the Civil Practice Law and Rules.

SECTION 4 - TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, the Claimant shall be removed from the payroll pending the initial determination. In the event the employee

is granted Section 207-c benefits, all "regular salary and wages" shall be retroactively paid to the employee pursuant to the formula in Sections 1 and 2(f) of this procedure.

SECTION 5 - MEDICAL TREATMENT AND EXAMINATION

1. After the filing of an application for benefits and before a final determination is made granting Section 207-c benefits, the Claims Manager may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager.

2. The Claims Manager may require the Recipient to submit to one (1) or more medical or other health examination(s) or inspection(s) to determine if the Recipient has recovered and is able to perform his/her regular duties, specified light duty, and/or examinations are required to process an application for a disability retirement.

3. The Claims Manager may require a Recipient to submit to treatment which may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Recipient who disagrees based upon conflicting medical documentation, may request a hearing pursuant to Section 9 herein, within ten (10) calendar days after receipt of the directive to submit to treatment. Pending the hearing and determination thereon, the Recipient shall continue to receive his/her Section 207-c benefits as set forth in this procedure.

4. **Medical Reports.** The Claimant or Recipient shall execute and file with the Claims Manager, the Medical Release Form attached hereto as Appendix "C" and made a part of this Agreement, so that the Claims Manager can request records from all medical providers treating a Claimant or Recipient of Section 207-c benefits. 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. The Claims Manager may request periodic written updates informing him/her of the Recipient's status or progress.

5. **Payment for Medical and Related Services.** All bills for medical treatment and care shall be submitted for payment pursuant to Workers' Compensation Law if the Recipient is awarded Workers' Compensation benefits. The Recipient shall submit for payment to the Claims Manager any bills for medical treatment and care not paid pursuant to Workers' Compensation Law.

6. A Recipient who is denied payment for medical treatment and care may request a hearing pursuant to Section 9 herein within ten (10) calendar days after receipt of the denial.

SECTION 6 - LIGHT DUTY ASSIGNMENTS

1. Any Recipient receiving Section 207-c benefits who has not been granted a New York State disability retirement for the disability incurred in the performance of

duty, may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform specified light duty assignment(s). Any Recipient deemed able to perform the specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Officer In Charge to perform the specified light duty. An order to return to light duty shall be served at least fourteen (14) calendar days prior to the date the Recipient is ordered to return to light duty. Nothing herein shall require the parties to wait the fourteen (14) calendar day period for a light duty assignment if there is no medical dispute as to the employee's ability to perform such assignment.

2. A Recipient may contest an order to return to light duty by submitting conflicting medical documentation to the Claims Manager and requesting a hearing, pursuant to Section 9 herein, within five (5) calendar days after receipt of the directive. The conflicting medical evidence may consist of a note or letter from a medical provider stating that the Recipient is unable to perform the specified light duty. Pending the hearing and determination thereon, the Recipient shall continue to receive his/her Section 207-c benefits as set forth in this procedure.

3. Where a determination by an Arbitrator has been made pursuant to Section 9 of this procedure that the Recipient can report to and perform specified light duty, and that individual fails to report or refuses to perform the specified light duty, if same is available and offered, that employee's Section 207-c status shall be discontinued and the employee shall be placed on sick or other paid leave status as set forth in Section 5 of this procedure.

4. No Recipient on specified light duty shall be assigned to perform work, a tour of duty or training that is inconsistent with the injury or illness. In the event there are more light duty officers available on one (1) tour of duty, than can be effectively utilized, the Officer In Charge may change the tour of duty to effectively utilize those on specified light duty assignment. In the event there are an insufficient number of volunteers among those on specified light duty assignment for changed tours of duty, an involuntary assignment shall be done in the inverse order of seniority within rank.

5. A Recipient who is working specified light duty shall be entitled to all contractual benefits.

6. A Recipient who is working specified light duty and is absent due to the injury or illness shall be granted Section 207-c status for the absence based upon medical documentation that the absence is due to the injury or illness. In the event the Employer disagrees with the Recipient's medical documentation for the absence(s), it may request a hearing pursuant to Section 9 herein, within ten (10) calendar days after receipt of the Recipient's medical documentation to the Claims Manager that Section 207-c benefits are being disputed for the absence(s). The Recipient shall continue to be paid his/her "regular salary or wages" pending a determination of Section 207-c benefits by the arbitrator.

SECTION 7 - CHANGES IN CONDITION OF RECIPIENT

1. Every Section 207-c Recipient must 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 specified light duty. This notice shall be made in writing within seventy-two (72) hours of any such change to the Claims Manager.

SECTION 8 - RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. 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:

- a) requiring Recipient to undergo a medical examination by physician(s) chosen by the Claims Manager;
- b) requiring Recipient to apprise the Claims Manager as to his/her current condition;
- c) requiring Recipient or any other involved parties to provide documentation, books or records that bear on the Recipient's case; and
- d) requiring Recipient to undergo medical, surgical or other lawful remedial treatment determined necessary by an appointed physician(s) in the field of the medical specialty of the injury and/or sickness.

SECTION 9 - HEARING PROCEDURE

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Arbitrator related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected in accordance with Article 4 – Grievance Procedures and Arbitration, by filing directly at Step Three: Arbitration.

2. The Arbitrator shall have the authority to consider and decide all allegations, issues and defenses made with regard to the Section 207-c claim, including any dispute between the parties as to the nature of the proceeding. With respect to issues and determinations involving “untimely applications,” specified light duty, forfeiture of benefits or termination of benefits, the burdens of production and proof by a preponderance of the evidence, shall be upon the Village. With respect to any application by Claimant to be granted Section 207-c status or benefits, the burden of proof is on the Claimant to establish his/her right to such status and benefits.

3. The Claimant or Recipient may be represented by a designated representative and may subpoena witnesses. Evidence pertaining to the application for benefits pursuant to the Workers' Compensation Law, Retirement and Social Security Law and federal Social Security Law, including whether or not the applications were

controverted, granted or denied, shall be admissible as evidence and to be given the weight deemed appropriate by the Arbitrator. Each party shall be responsible for all fees and expenses incurred in their representation. A transcript shall be made, the cost of which shall be shared equally between the PBA, or in the event the Claimant or Recipient is represented by a representative other than the PBA, the Claimant or Recipient, and Employer. After the hearing, the Arbitrator shall render a determination which shall be final and binding upon all parties. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties as set forth herein.

SECTION 10 - TERMINATION OF BENEFITS

1. In the event the Claims Manager determines that Recipient is no longer or was never eligible for Section 207-c status, the Claims Manager shall seek to terminate that status pursuant to Section 9 of this procedure. The notice for termination shall be served on the Recipient by certified return receipt requested and shall set forth the basis for seeking termination of Section 207-c status. Pending a determination by the Arbitrator, the Recipient shall continue on Section 207-c status and receive his/her "regular salary or wages."

SECTION 11 - COORDINATION WITH WORKERS' COMPENSATION BENEFITS

1. Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which Recipient received Section 207-c benefits. If the Recipient shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Recipient shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Recipient.

SECTION 12 - DISCONTINUATION OF "REGULAR SALARY OR WAGES" UPON THE GRANTING OF A DISABILITY RETIREMENT

1. A Recipient who is granted a disability retirement, as provided by law, shall no longer be paid his/her "regular salary or wages" by the Employer.

SECTION 13 - MISCELLANEOUS

1. A matter may be settled at any stage of this proceeding. The terms of such settlement shall be reduced to writing, and signed by the parties. Any such settlement entered into shall be final and binding on the parties.

2. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through Article 5 the Grievance Procedure of this Agreement.

3. A Recipient who returns to full duty and re-injures or aggravates the prior injury or illness shall be subject to the same application process as set forth herein for an initial injury or illness.

4. The Employer shall treat payments for GML §207-c for tax purposes in accordance with the applicable tax law. In accordance with current Internal Revenue Service (IRS) regulations, the Employer shall not withhold federal or state income taxes or social security and Medicare taxes from a Recipient's "regular salary or wages," and shall refund the Recipient for any of these amounts incorrectly withheld, within thirty (30) calendar days of the date of the wage payment in which the amounts were incorrectly withheld. Furthermore, under current tax law, the Employer shall provide the Recipient with an annual W-2 statement that does not include Section 207-c benefits as wages and salary.

5. A Recipient who is receiving examinations or treatment and has returned to specified light duty shall make every effort to schedule such examinations or treatment during non-work hours. If he/she is unable to do so, necessary time off from work shall be granted and the Recipient shall continue to be paid as if working.

6. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Employer or the PBA shall have the right to immediately reopen negotiations with respect to a substitute for the invalidated portion pursuant to the Taylor Law.

ARTICLE 12

GENERAL PROVISIONS

12.1 **Printing and Furnishing of the Agreement**

The Employer agrees to print and furnish each employee one (1) copy of this Agreement, for which they will sign for, as received. New employees shall also be provided a copy of this Agreement upon hiring.

12.2 **New York State Disability Insurance Plan**

The Employer shall provide the New York State Disability Insurance Program to all employees, at no cost to the employee.

12.3 Mileage Reimbursement

An employee required and authorized to use his/her personal car for Employer use (e.g., Court, training, etc.) shall be reimbursed, via a separate check, at the rate per mile established by the Internal Revenue Service (IRS) at the time of the employee's use of his/her personal car.

12.4 Personnel File

An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Mayor or designee, upon five (5) calendar days notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read the same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file not later than twenty (20) calendar days from receipt. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 4 – Grievance Procedure.

12.5 Payroll Checks

The Employer shall issue paychecks every two (2) weeks, paid on Tuesday, with a lag not to exceed ten (10) business days. In the event of a Holiday on a Tuesday, employees shall be paid on that Monday.

All employees shall submit their payroll information no later than 4:30 p.m. on the Friday before the Tuesday pay date. Any part-time employee who does not submit his/her payroll information, as set forth herein, shall not be paid that Tuesday. That payroll information shall be paid in the next pay period.

12.6 Separate Agreements

The Employer agrees that it will not enter, orally or in writing, into any separate individual contract(s), partnership(s), or agreement with any employee represented by the PBA.

12.7 Employee Information

The Employer shall provide the PBA President, in the first (1st) week of January and July of each year the following information:

- A. Name and home address of each employee represented by the PBA.
- B. Date of hire or separation of employment with the Employer.
- C. A seniority list by anniversary date (Date of Hire) with the Employer in the Police Department.

D. The specific Step each employee is on.

12.8 Direct Deposit

The Employer shall provide, at no cost, for any employee who elects to participate, direct deposit of his/her payroll.

12.9 ~~Deferred Compensation Plan~~

The Employer shall provide, through the State of New York, at no cost, its deferred compensation plan pursuant to Section 457 of the Internal Revenue Code, for any employee who elects to have funds withdrawn from his/her payroll and placed in the plan no later than five (5) calendar days after the pay period in which the deduction occurred.

12.10 Defense and Indemnification

The Employer shall provide defense and indemnification protection pursuant to Public Officers Law §18.

ARTICLE 13

PROBATIONARY PERIOD

All employees shall serve a forty (40) month probationary period from the date of hire as a police officer with the Village. After completion of the probationary period, the employee shall be afforded the due process protection set forth in Article 3 – Disciplinary Procedure of this Agreement.

ARTICLE 14

SENIORITY, LAY-OFFS AND RECALL

14.1 Seniority

The Employer recognizes the principle of seniority, which shall be the date of hire with the Employer in the Police Department, and shall be governed accordingly in those matters (e.g., scheduling of tours of duty for part-time employees, etc.).

14.2 Lay-offs and Recall – Part-time

In the event of a lay-off, part-time employees will be laid off, in the inverse order of seniority based on the date of hire with the Village. In the event of a lay-off, no part-time employee shall be laid off until he/she has received a minimum of thirty (30) calendar days

written notice by certified mail, return receipt requested, to the home address on file with the Village, with a copy to the PBA President.

Any part-time employee(s) laid off, shall retain the right to be recalled for a period of one (1) year after the date of the lay-off. The Employer agrees that no new part-time employee(s) shall be hired until all laid off part-time employee(s) have been recalled. In the event of a recall, the Mayor shall provide a written notice to each part-time employee by certified mail, return receipt requested to the home address on file with the Employer, with a copy to the PBA President. Each affected employee shall be required to respond, by certified mail, return receipt requested, to the Mayor, within thirty (30) calendar days of receipt of being recalled to work, that he/she agrees to being recalled and will report to work and provide availability for the next calendar month cycle as set forth in Article 6 of this Agreement. In the event the laid off part-time employee does not respond as set forth herein, he/she shall forfeit his/her right to the position.

A part-time employee shall be required to provide proof that he/she is still a certified police officer at the time of his/her recall. In the event that employee is not a certified police officer, the Employer shall move to the next part-time employee on the seniority list for recall who is certified as a police officer.

ARTICLE 15

MANDATED PROVISIONS OF LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 16

DURATION

16.1 Term

This Agreement shall be effective June 1, 2008 through May 31, 2013.

16.2 Enforcement

As the law currently provides, all terms and conditions of employment shall remain in full force and effect until such time that a successor Agreement is reached. However, nothing herein shall require the Village to provide a better benefit than that which is provided for in the law.

The parties agree that should any section, part, or paragraph of this Agreement be declared by a court to be unlawful, invalid, unenforceable, that section(s), part, or paragraph so declared shall not affect the validity and enforceability of any other section(s), part, or paragraph hereof, and the remainder of this Agreement shall continue to remain in full force and effect. In the event any section(s), part, or paragraph is declared to be unlawful, invalid, or unenforceable, the parties shall negotiate its impact.

FOR THE VILLAGE OF COLD SPRING

BY:



SETH GALLAGHER

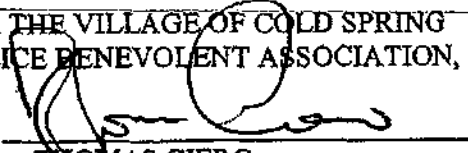
Mayor

DATE:

5/20/11

FOR THE VILLAGE OF COLD SPRING
POLICE BENEVOLENT ASSOCIATION, INC.

BY:



THOMAS CIERO
PBA President

DATE:

5/26/11

APPENDIX "A"

THE VILLAGE OF COLD SPRING 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"
VILLAGE OF COLD SPRING

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

I, _____, residing at _____,
(insert name) (insert address)

hereby authorize the use or disclosure of my health information as described in this authorization and in accordance with the Health Insurance Portability and Accountability Act of 1995 for my General Municipal Law Section 207-c claim.

1. Specific person/organization (or class of persons) authorized to make the requested use or disclosure:

2. Specific person/organization (or class of persons) authorized to receive and use the health information:

3. Name and address of health provider or entity to release this information:

4. Specific and meaningful description of the information:

5. Purpose of the request:

6. I understand that after this information is disclosed, federal law might not protect it and the recipient might use or disclose it again.

7. **RIGHT TO REVOKE:** I understand that I have the right to revoke this authorization at any time by notifying in writing the party listed in Section (3) of this authorization and the party listed in Section (1) of this authorization.
8. I understand that any use or disclosure made prior to the revocation of this authorization will not be affected by a revocation.
- ~~9. I understand that I am entitled to receive a copy of this authorization.~~
10. I understand that this authorization will expire twelve (12) months after the date of my, or my personal representative's, execution of this authorization.
11. I understand that signing this authorization is voluntary. My treatment, payment, enrollment in a health plan or eligibility for health insurance benefits will not be conditioned upon my authorization of this disclosure.

 Signature of Individual
 or individual's personal representative

 Date

 Print name of individual
 or individual's personal representative

If a Personal Representative executes this form, that Representative warrants that he or she has authority to sign the form on the basis of:
