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AGREEMENT BY AND BETWEEN

THE VILLAGE OF CHESTER

AND

THE VILLAGE OF CHESTER
POLICE BENEVOLENT ASSOCIATION

JUNE 1, 2008 - MAY 31, 2012
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Preamble

This Agreement made and entered into this 13 day of April, 2010 by the Village of Chester in Orange County, New York (hereinafter referred to as "Employer") and the Village of Chester Police Benevolent Association (hereinafter referred to as "PBA").

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

1. Maintain a harmonious and cooperative relationship between Employer 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 and Application of Contract

1.1 Collective Bargaining Unit

The Village of Chester recognizes the Village of Chester Police Benevolent Association as the sole and exclusive bargaining agent and representative for all full time and part time police officers employed by the Village of Chester, excluding the Chief of Police.

1.2 Application of Contract

This contract shall apply to the police officers within the bargaining unit as defined in Section 1.1 above.

Article 2 - Obligation of the PBA

2.1 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 Employer agrees that there shall be no lockout of employees and the PBA agrees that it shall not cause or sanction, either directly or indirectly, any strike or other stoppage or slowing down of work.

Article 3 - Collection of Dues and Agency Shop Fee Deduction

3.1 Membership Dues

Upon written authorization of the employee concerned, and unless said employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's payroll check in the amount specified in the written authorization. The amount so deducted shall be forwarded to the PBA within five (5) calendar days after said deduction was made.
3.2 Agency Shop Fee Deduction

The Employer agrees to deduct from the wages of an employee who is not a member of the PBA, but who 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 thereof, of any part of such Agency Shop Fee which represents the employee's pro-rata share of expenditures by the PBA in aid of activities or causes unrelated, or only incidentally related, to terms and conditions of employment. The PBA agrees to indemnify, defend and hold harmless the Employer from and against any and all loss, cost, damage and expense, including attorney fees, arising out of or in connection with the deduction of such Agency Shop Fee.

Article 4 - PBA Rights and Responsibilities

4.1 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.

4.2 PBA Bulletin Board

There shall be a designated bulletin board, or a reasonable section thereof, 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.

4.3 PBA Time

The parties agree that there shall be no unreasonable union activity on Employer time. However, such union activity must be authorized in advance by the Chief of Police or designated representative. Authorization shall not be unreasonably withheld. The parties agree that activities of official PBA representatives, as listed in paragraph 4.1, shall be carried out in a manner that will not interfere with normal work functions.

The PBA President shall be granted time off to attend, administer or represent an employee or PBA at all stages of the Grievance Procedure, Disciplinary Proceedings, Negotiations, Improper Practice Charge Conferences or Hearings as well as attending any Labor/Management conference with the Employer concerning this Agreement, without charge against any paid leave accrual.

4.4 Discrimination

No employee designated pursuant to this Article shall be discriminated against in any way by the Employer on account of work performed on behalf of the PBA and its unit members.
4.5 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 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.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article 13 - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party.

Article 5 - Workday and Work Schedule

5.1 Workday

The workday for full time employees shall be eight (8) hours within the scheduled tour of duty as set forth in this Article.

The workday for part time employees is at the discretion of the Employer and is not subject to the scheduled tour of duty as set forth in this Article. Part time employees may be scheduled by the Employer for less than eight (8) hours per tour of duty.

All part time employees shall be required to provide to the Chief of Police or his/her designee, in writing, their availability for work on or before the 15th day of every calendar month, for the ensuing month. Seniority shall prevail among part time employees whose availability for work is the same, based upon the staffing requirement established by the Chief of Police or his/her designee. In the event availability is submitted by an employee after the 15th of a calendar month, that employee shall be placed on the work schedule on a first-come, first-serve basis and shall have no right to bump any other part time employee who has submitted his/her availability as set forth herein, regardless of seniority. However, in the event more than one part time employee shall submit availability after the 15th of the month, seniority shall prevail among those employees only.

5.2 Work Schedule

The work schedule for full time employees, including Sergeants, shall consist of four (4) consecutive days on, followed by two (2) consecutive days off as set forth herein and shall not exceed being regularly scheduled for forty (40) hours in any seven (7) consecutive day period (workweek), except in an emergency as defined by statute.
The work schedule for a full-time employee who is without Municipal Police Training Council (MPTC) certification and is attending the training academy shall be scheduled Monday through Friday with Saturday and Sunday off until completion of the academy. Thereafter, the employee shall undergo training as set forth in Section 5.3 herein. The tour of duty assignment shall be the academy schedule on any given day attendance is required. (Example: 9:00 a.m. to 5:00 p.m. or 12:00 noon to 8:00 p.m.) In the event there is no instruction at the academy on any given day, that employee shall report for work on the "B" line tour of duty set forth in Section 5.3 herein at the police department. The employee shall not be required to be on road patrol or any other police related duty alone without the supervision of another full-time employee being with the employee who is attending the academy.

5.3 Tours of Duty and Rotation

Each full time employee and Sergeant shall be assigned to one (1) of the three (3) tours of duty set forth below and rotate days off weekly, one (1) day backwards each week, while scheduled to work on the same tour of duty for three (3) consecutive weeks before rotating to a new tour of duty as set forth below. (Example: "A" line to the "C" line to the "B" line and repeat the cycle.) There shall be three (3) tours of duty in any one (1) calendar day as follows:

- **"A" Line** 10:00 p.m. to 6:00 a.m. (1st tour of duty)
- **"B" Line** 6:00 a.m. to 2:00 p.m. (2nd tour of duty)
- **"C" Line** 2:00 p.m. to 10:00 p.m. (3rd tour of duty)

When a full time employee is hired by the Employer, he/she shall undergo a period of training in which that employee shall be assigned to a full time employee who is a Certified Field Training Officer (CFTO), Sergeant, or another full time employee(s) with a minimum of three (3) years of experience with the Employer as designated by the Chief of Police. The Chief of Police shall designate the initial tour of duty to commence training. The new employee shall be scheduled to work the same days, rotation and same pass days off as his/her assigned CFTO, Sergeant, or another full time employee(s) with a minimum of three (3) years of experience with the Employer as designated by the Chief of Police during the training period.

In the event the new employee is not experienced as set forth above, he/she shall undergo a minimum of twelve (12) weeks of training with an assigned CFTO, Sergeant, or another full time employee(s) with a minimum of three (3) years of experience with the Employer as designated by the Chief of Police. The new employee shall be scheduled to work the same days, rotation and pass days off as his/her assigned CFTO, Sergeant, or another full time employee(s) with a minimum of three (3) years of experience with the Employer as designated by the Chief of Police during the training period. In the event the Chief of Police determines that additional training is need, the Chief of Police may require up to an additional eight (8) weeks of training following the same work schedule set forth herein.

In the event a new employee has experience, defined as one (1) full year of experience after completion of the required police academy training, he/she shall undergo a minimum of six (6) weeks of training with an assigned CFTO, Sergeant, or another full time employee(s) with a minimum of three (3) years of experience with the Employer as designated by the Chief of Police during the training period.
Police. The new employee shall be scheduled to work the same days, rotation and pass days off as his/her assigned CFTCO, Sergeant, or another full time employee(s) with a minimum of three (3) years of experience with the Employer as designated by the Chief of Police during the training period. In the event the Chief of Police determines that additional training is needed, the Chief of Police may require up to an additional three (3) weeks of training following the same work schedule set forth herein.

Notwithstanding the above training schedule, the Chief of Police may cease training at any time or forego training when, based upon performance and/or experience, the new employee has demonstrated that he/she is adequately trained.

At the conclusion of the training period, the new employee shall be placed into the work schedule as set forth in Appendix “A”, attached hereto and made a part of this Agreement. The new employee shall have a minimum of sixteen (16) hours off before reporting to his/her assigned tour of duty from the conclusion of the last tour of duty of the training period.

A Detective’s basic workweek shall be Tuesday through Saturday, 10:00 a.m. to 6:00 p.m. The Chief of Police may “flex” the Detective’s hours of work up to two (2) hours from the beginning or ending times set forth herein (i.e., 8:00 a.m. to 4:00 p.m., 12:00 noon to 8:00 p.m.) for investigative purposes only.

5.4 Chart Days

Effective June 1st of each year, the Detective(s) shall be credited with twelve (12) chart days, or pro-rated in the year of appointment, as set forth below. The chart day(s), or any part thereof to be taken, shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied. No chart day(s) may be accumulated or carried over to the next fiscal year. In the event an appointment to Detective occurs after June 1st of a fiscal year, he/she shall be credited with chart day(s) based on the following:

<table>
<thead>
<tr>
<th>Appointment</th>
<th>Chart Days Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1st through August 31st</td>
<td>12 days</td>
</tr>
<tr>
<td>September 1st through November 30th</td>
<td>10 days</td>
</tr>
<tr>
<td>December 1st through February 28th/29th</td>
<td>6 days</td>
</tr>
<tr>
<td>March 1st through May 31st</td>
<td>4 days</td>
</tr>
</tbody>
</table>

Article 6 - Overtime and Call in Pay

6.1 Overtime Payment

Work for all full-time employees and Sergeants, in excess of their regularly scheduled eight (8) hour tour of duty, or when not scheduled to work, or in excess of their scheduled workweek, or forty (40) hours in any workweek, shall be considered overtime. No part time employee shall be scheduled to work for more than eight (8) hours in any work day.
Overtime shall be authorized in advance by the Chief of Police, or an acting Chief of Police, designated by the Employer. An employee shall work overtime when so required. Overtime assignments to full time employees shall be made on an equitable basis, subject to availability. Nothing herein shall prevent the Chief of Police from using part time employees first for purposes of fulfilling overtime requirements.

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. Overtime shall be calculated and paid in one-quarter (1/4) hour increments as follows:

- 1 through 15 minutes - one-quarter (1/4) hour
- 16 through 30 minutes - one-half (1/2) hour
- 31 through 45 minutes - three-quarter (3/4) hour
- 46 through 60 minutes - one (1) hour

Overtime shall be paid in cash or in compensatory time off, at the option of employee. The accumulation and use of compensatory time off shall be in accordance with the Fair Labor Standards Act (FLSA). At the end of each fiscal year, all accumulated compensatory time shall be paid to each employee. Effective March 1, 2009, a request for compensatory time off shall be submitted, in writing, to the Chief of Police, or designee, a minimum of seventy-two (72) hours notice in advance of the date requested, which shall not be unreasonably demed. The Chief of Police, or designee, shall respond no later than twenty-four (24) hours after receipt of the request. The Chief of Police, or designee, may waive the minimum notice set forth herein.

To the extent permitted by law, in order to provide the most opportunity for in-service training for employees, employees attending training courses will be paid at their straight hourly rate. An employee's schedule may also be adjusted temporarily to accommodate in-service training courses upon request of the employee and approval by the Chief of Police.

6.2 Call in Pay

Any employee who is called in and reports to work before or after the employee's regularly scheduled day of work, shall be guaranteed a minimum of three (3) hours of overtime pay to be compensated as provided for in this Article. This guarantee shall not apply to work which runs into or immediately follows a normal work day, tour of duty or to more than one (1) Call In during any eight (8) hour period.

This guarantee shall also apply to a Call In on an employee's day of rest (pass day) or on a holiday enumerated in Article 7.3 - Holidays when the affected employee is not scheduled to work.
Overtime shall be authorized in advance by the Chief of Police, or an acting Chief of Police, designated by the Employer. An employee shall work overtime when so required. Overtime assignments to full time employees shall be made on an equitable basis, subject to availability. Nothing herein shall prevent the Chief of Police from using part time employees first for purposes of fulfilling overtime requirements.

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. Overtime shall be calculated and paid in one-quarter (1/4) hour increments as follows:

- 1 through 15 minutes - one-quarter (1/4) hour
- 16 through 30 minutes - one-half (1/2) hour
- 31 through 45 minutes - three-quarter (3/4) hour
- 46 through 60 minutes - one (1) hour

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To the extent permitted by law, in order to provide the most opportunity for in-service training for employees, employees attending training courses will be paid at their straight hourly rate. An employee’s schedule may also be adjusted temporarily to accommodate in-service training courses upon request of the employee and approval by the Chief of Police.

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This guarantee shall also apply to a Call In on an employee’s day of rest (pass day) or on a holiday enumerated in Article 7.3 - Holidays when the affected employee is not scheduled to work.
Article 7 - Leaves With Pay

7.1 Vacations

An annual vacation with pay shall be granted to all full time employees in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Completed Years of Service in This Department</th>
<th>Vacation Hours Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 3 years</td>
<td>80 Hours (10 work days)</td>
</tr>
<tr>
<td>4 through 9 years</td>
<td>120 Hours (15 work days)</td>
</tr>
<tr>
<td>10 through 15 years</td>
<td>160 Hours (20 work days)</td>
</tr>
<tr>
<td>16 Years and Above</td>
<td>200 Hours (25 work days)</td>
</tr>
</tbody>
</table>

The Chief of Police shall establish the vacation schedule of the department for each year, at which time the employees shall select vacation on the basis of seniority for the year in which it is to be taken. All full time employees shall select vacations in blocks of five (5) days. In the event an employee does not select a continuous block of five (5) days, that employee shall not be entitled to seniority preference.

All full time employees shall be entitled to accumulate and carry over from year to year, a maximum of eighty (80) hours of vacation. An employee shall be entitled to have the Employer buy back up to forty (40) hours of vacation at any time during the year.

Vacation leave shall be granted, and may be used in units of four (4) hours or multiples thereof, but shall not have preference to vacation blocks as set forth above.

In the event of separation of any full time employee from service, an employee or employee's beneficiary or estate, as the case may be, shall be compensated for by cash payment, of all unused vacation credits.

When a Holiday enumerated in Section 7.3 herein falls on a scheduled day of vacation of an employee, the employee shall not be charged a day of vacation for that Holiday.

All vacations shall be requested no later than the April 1st preceding the start of the fiscal year, and shall be scheduled (if not by then already used) no later than June 1st of the fiscal year.

Any vacations not requested by April 1st preceding the start of the fiscal year (1) shall be subject to availability in accordance with the vacation schedule of the Chief of Police, (2) shall not be required to be scheduled on the basis of seniority, and (3) must be requested at least 30 days in advance. There shall be no changes or exchanges of vacation time without the permission of the Chief of Police.
Sick Leave

Effective June 1st of each year, all full time employees shall be credited with eight (8) hours of sick leave on the first (1st) day of each calendar month.

Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. Included in the term disability is the child bearing stage of pregnancy. The Federal Equal Opportunity Employment Commission recognizes three (3) stages in pregnancy for determining when a pregnant employee is disabled. They are the dormant, child bearing and child rearing stages. Job disability is associated only with the child bearing stage and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform any of the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.

Sick leave credits may be used in one (1) hour units or any multiple thereof.

The employee is responsible for notifying the Department, each time sick leave is to be taken. The employee shall provide maximum notice to the Department under the circumstances or no sick leave shall be granted.

Upon absences of more than three (3) consecutive work days because of illness or disability which is not related to injury, illness or disability on the job, the Chief of Police may require that a physician's certificate be furnished substantiating the employee's claim of illness or disability.

The Chief of Police may require employees who have been on sick leave, prior to and as a condition of their return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer to establish that the employees are able to perform their normal duties and that their return to work will not jeopardize their own health and safety or the health and safety of other employees.

Unused sick leave credits may be accumulated up to a maximum of fifteen hundred (1500) hours (187.50 days).

An employee who retires or dies shall be paid for a maximum of ninety-three and three quarters (93.75) days of accumulated unused sick leave. In the event of death, the Employer shall pay the employee's beneficiary or estate, as the case may be, for accumulated unused sick leave as set forth herein.
7.3 Holidays

a. The following shall be the recognized Holidays:

1. New Year's Day 7. Columbus Day
2. Martin Luther King, Jr.'s Birthday 8. Election Day
3. Presidents' Day 9. Veterans Day
4. Memorial Day 10. Thanksgiving Day

b. Full time employees working on any Holiday shall be paid at two and one-half times (2.5X) their regular straight time rate of pay for the tour of duty or part of tour of duty occurring on any such Holiday. Full time employees who are off (pass day) on any Holiday shall be paid eight (8) hours of straight time pay in their next payroll check.

c. Part time employees who work on any of the following recognized Holidays, or any part thereof, shall be paid at two and one-half times (2.5X) their regular straight time rate of pay:

1. New Year's Day 7. Columbus Day
2. Martin Luther King, Jr.'s Birthday 8. Election Day
3. Presidents' Day 9. Veterans Day
4. Memorial Day 10. Thanksgiving Day

d. Each employee who works on a Holiday enumerated in Section a or c herein, and works the first (1st) tour of duty of the day as defined in Article 5, Section 5.3, shall be paid commencing at 10:00 p.m. on the day preceding the Holiday. An employee, who works commencing at 10:00 p.m. following that twenty-four (24) period, shall not be paid Holiday pay (i.e., for the July 4th Holiday, the “A” line commencing at 10:00 p.m. on July 3rd, the “B” and “C” lines on July 4th will be the Holiday; the “A” line commencing at 10:00 p.m. on July 4th will not be a Holiday).

7.4 Personal Leave

Effective June 1st of each year, all full time employees shall be credited with twenty-four (24) hours (3 days) of personal leave. Affected employees who enter service after June 1st of each year, shall be credited with six (6) hours of personal leave for each full quarter remaining in that fiscal year (i.e., September 15th, 18 hours).

Personal leave is leave with pay for personal business, including religious observances, which requires the employee to be absent from work.

Personal leave shall not be charged against any other paid leave credits.
Personal leave is granted with the approval of the Chief of Police, or designated representative, and either individual shall exercise a liberal policy in the approval of the request(s).

Personal leave may be used in one (1) hour units or any multiple thereof.

Any unused personal leave credits at the end of each fiscal year shall be transferred and credited to the employee's accumulated sick leave as provided in Section 7.2 herein.

Any unused personal leave credits shall not be compensated for in the event of separation of an employee from the Employer.

7.5 Bereavement Leave

In the event of a death within the employee's immediate family as defined herein, the full time employee shall be granted thirty-two (32) work hours (4 work days), per occurrence, without charge to any other paid leave credits or accruals. The immediate family is defined to mean: spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, son-in-law and daughter-in-law.

In the event additional bereavement leave may be required concerning the death of an immediate family member as defined above, the affected employee shall make the request to the Chief of Police for review, consideration and final determination.

7.6 Military Leave and Other Leave Required by Law

The Employer shall grant any military leave of absence or other leave as required by law.

7.7 Jury Duty Leave

In the event a full time employee is summoned to appear for any jury duty service for a period during which the full time employee is scheduled to work, the employee shall notify the Chief of Police as soon as practicable after receipt of notice.

Full time employees are required to use the night before call-in system, if available, to persons summoned for jury duty service so as to minimize the employee's absence from work. Said system is not currently available for Grand Jury in Orange County.

Each full time employee shall be credited with up to eighty (80) hours per calendar year with pay, to use for attendance at jury duty, or for time taken off on tours of duty before or after when jury duty is served. (Such leave shall hereinafter be referred to as "jury duty leave"). Said time shall be used in at least one (1) hour increments and at the discretion of the employee.
No jury duty leave may be used when an employee is required to attend jury duty at a Justice or City Court unless such jury duty or travel to or from the court actually interferes with a scheduled tour of duty.

All fees paid to the employee for jury duty service shall be endorsed over to the Employer. However, any mileage, tolls and/or parking reimbursements for appearing at jury duty shall be retained by the employee.

If any employee exhausts his/her annual jury duty leave or if, in the Employer's opinion, the right to jury duty leave is abused, the parties shall reopen negotiations in regard to this matter.

Upon the expiration of the eighty (80) hours, the employee may use personal leave, vacation leave or compensatory time, if available.

Article 8 - Uniforms and Equipment

8.1 Initial Uniform and Equipment

Upon hire, all employees shall receive, and all current employees acknowledge receipt heretofore of, an initial uniform and equipment allotment as set forth in Appendix "B", attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Employer or Chief of Police require additional uniforms and/or equipment as set forth in Appendix "B", the Employer shall provide, at no cost to the employee, those articles. The Employer shall replace all uniform items listed in Appendix "B" on a normal wear and tear basis, not due to an employee's negligence up to the following amounts each year:

<table>
<thead>
<tr>
<th>Year</th>
<th>Full-time</th>
<th>Part-time</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/08</td>
<td>$575.00</td>
<td>$325.00</td>
</tr>
<tr>
<td>6/1/09</td>
<td>$600.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>6/1/10</td>
<td>$625.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>6/1/11</td>
<td>$650.00</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

Replacement of equipment or uniform articles shall be made without expense to the employee whenever the Chief of Police determines that extraordinary damage has been done to the equipment or uniform article(s) in the line of duty without fault of the employee, and all equipment on a normal wear and tear basis at no cost to the employee. Any portion of the uniform allowance not used in a year may, with the approval of the Chief of Police, be spent on additional clothing (but not more than $200 in a year), it being understood that any such uniform parts or equipment shall be and remain the property of the Employer.

The Employer will provide two uniform cleanings per week for a full time employee and one per week for a part time employee. The Employer will provide one Jacket cleaning per month.

Any employee who is issued an initial uniform and equipment allotment and who becomes separated from the Department within one (1) year shall compensate the Employer for the cost of his or her uniforms.
8.2 Personal Property

In the event an employee suffers a loss of any personal property during the course of any arrest or other incidents, he/she shall be reimbursed up to a maximum of two hundred and fifty dollars ($250.00) for each occurrence.

Article 9 - Insurance

9.1 Health Insurance

The Employer agrees to pay 100% of the premium or cost for the full time employee and dependents for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan.

Upon retirement, the Employer agrees to pay 100% of the premium or cost for full time employees and dependents, for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan.

To the extent available, an HMO option shall be offered to employees and dependents at a cost no greater than otherwise provided herein.

9.2 Dental Plan

The Employer agrees to pay 100% of the premium or cost for full time employees and dependents, for coverage under a plan mutually agreed upon by the parties.

9.3 Life Insurance

The Employer agrees to provide and pay 100% of the premium or cost for the full time employee, a term life insurance policy in the amount of fifty thousand dollars ($50,000.00). In the event that the full time employee seeks to include dependent coverage, the employee shall be responsible for the cost of that coverage.

The Employer agrees to provide and pay 100% of the premium or cost for the part time employee, a term life insurance policy in the amount of twenty thousand dollars ($20,000.00). In the event the part time employee seeks to include dependent coverage, the employee shall be responsible for the cost of that coverage.

Article 10 - Retirement

10.1 The Employer agrees to provide the Non-Contributory Twenty (20) Year Career Plan under Section 384-d of the New York State Police and Fire Retirement System.
Article 9 - Insurance

9.1 Health Insurance

The Employer agrees to pay 100% of the premium or cost for the full time employee and dependents for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan.

Upon retirement, the Employer agrees to pay 100% of the premium or cost for full time employees and dependents, for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan.

To the extent available, an HMO option shall be offered to employees and dependents at a cost no greater than otherwise provided herein.

9.2 Dental Plan

The Employer agrees to pay 100% of the premium or cost for full time employees and dependents, for coverage under a plan mutually agreed upon by the parties.

9.3 Life Insurance

The Employer agrees to provide and pay 100% of the premium or cost for the full time employee, a term life insurance policy in the amount of fifty thousand dollars ($50,000.00). In the event that the full time employee seeks to include dependent coverage, the employee shall be responsible for the cost of that coverage.

The Employer agrees to provide and pay 100% of the premium or cost for the part time employee a term life insurance policy in the amount of twenty thousand dollars ($20,000.00). In the event the part time employee seeks to include dependent coverage, the employee shall be responsible for the cost of that coverage.

Article 10 - Retirement

10.1 The Employer agrees to provide the Non-Contributory Twenty (20) Year Career Plan under Section 384-d of the New York State Police and Fire Retirement System.
Article 11 - Seniority

11.1 Seniority for all full time employees shall commence on the date of hire with the Employer.

Seniority shall be applicable in the request by the employee with equal rank or position for vacation and holidays. The Employer may use part-time employees first for the purposes of overtime, and thereafter full time employees by availability based on seniority of an open tour of duty.

Article 12 - Disciplinary Procedure

12.1 The disciplinary procedure prescribed herein, shall be available to all employees as an alternative to Section 75 and/or 76 of the Civil Service Law. An employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law or arbitration as described herein but not both alternative procedures to grieve such disciplinary action.

12.2 In the event the Employer see fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. 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 fifteen (15) calendar days or by exercising his/her rights under Section 75 and/or 76 of the Civil Service Law."

"In the event the employee does object, then he/she must file a written notice of his/her choice of procedure, subject to the provisions stated above with the Employer and PBA not later than fifteen (15) calendar days after receiving the Notice of Discipline."

"The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage."

"The employee has the right to be represented by the PBA, an attorney, or other representative at every stage of the proceeding."

"In no event, however, shall an employee who has been served with a Notice of Discipline be suspended without pay for more than thirty calendar (30) days."
12.3 An employee may grieve a Notice of Discipline at Step 1 of the Grievance Procedure prescribed in Article 13 hereof, by requesting a meeting with the Chief of Police as prescribed therein, no later than fifteen (15) calendar days after receiving the Notice of Discipline. The meeting, at which the employee and/or representative may attend, shall be conducted at a mutually convenient date to the parties, but in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Chief of Police shall render a written decision no later than five (5) calendar days after such meeting.

12.4 An employee may appeal the Chief of Police’s decision by filing a notice with the Mayor and Trustees no later than fifteen (15) calendar days after receipt of the decision of the Chief of Police. The Mayor and Trustees shall hear the grievance of the employee within fifteen (15) calendar days of such notice and shall render their written determination within ten (10) calendar days thereafter. Within fifteen (15) calendar days after the employee receives the determination of the Mayor and Trustees, the employee may demand independent arbitration by filing a notice with the Employer. The Employer shall file for arbitration with the American Arbitration Association (AAA) within five (5) calendar days after receiving the employee’s notice of appeal.

12.5 The independent arbitrator shall hold a hearing at a mutually convenient date(s) agreeable to the parties’ representatives. The affected employee may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

12.6 The arbitrator shall confine himself/herself to the precise issue submitted for 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 declarations of opinion which are not essential in reaching the determination. The arbitrator’s decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

12.7 The disciplinary appeal may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

12.8 In the event arbitration is invoked, the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association (AAA) and the hearing shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association (AAA).

12.9 All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the employee or PBA in the event the PBA is requested to provide representation. In the event termination is sought by the Employer, the hearing shall have a transcribed record at no cost to the employee or PBA.
Article 13 - Grievance Procedure

Section 1 - Definitions

Definition: As used herein, the following terms shall have the following meaning:

1. Employee - shall mean any person or persons covered by the terms of this collective bargaining agreement.
2. Grievant - shall mean employee, groups of employees, or the PBA acting on behalf of same, alleging to have a grievance.
3. Grievance - shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement, laws, rules, procedures, regulations, administrative orders, work rule or any other term and condition of employment which relate to but are not limited to employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

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. Written responses required from the grievant hereunder shall first be submitted to the Chief of Police; written responses required of the Chief of Police hereunder shall be submitted to the employee involved and the PBA.

3. No grievance shall be filed later than ninety (90) calendar days after the date on which the act or omission giving rise to the grievance occurred.

4. Each grievance shall contain a short, plain statement of the grievance and specific references to the Article and Section of this Agreement or term and condition which the employee or PBA claims to have been violated.

5. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Employer and employee and/or PBA, as the case may be, enter into a signed stipulation of settlement setting forth the terms resolving the grievance. Settlement of a grievance by mutual agreement between an employee and the Employer without participation or signature of the PBA shall not constitute precedent in other and future cases.

6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such settlement or award be
retroactive to a date earlier than ninety (90) calendar days prior to the date that the grievance was first presented in accordance with this Article.

7. Failure by the Employer to meet the various time requirements specified herein shall result in advancing a grievance to the next step.

Section 3 - Procedure

Step 1: Chief of Police

An employee or the PBA shall present the grievance in writing to the Chief of Police not later than the date described in Section 2 - General (subsection 3) of this Article 13. The Chief of Police shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the PBA. The Chief of Police shall issue a written decision to the employee(s) and the PBA by the end of the fifth (5th) calendar day after receipt of the grievance.

Step 2: Mayor and Trustees

If the employee and/or the PBA, as the case may be, is unsatisfied with the decision of the Chief of Police, such party may, within five (5) calendar days request a hearing by the Mayor and Trustees of Employer who will hear the grievant within fifteen (15) calendar days of such request and render a decision within five (5) days of such hearing.

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 American Arbitration Association (AAA) within thirty (30) calendar days from receipt of the Step 2 decision, with a copy provided to the Employer. The parties shall select an arbitrator in accordance with the rules and procedures of the American Arbitration Association in effect at that time.

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 declarations of opinion which are not essential in reaching the determination.

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 14 - General Provisions

14.1 The Employer agrees to furnish each of its employees 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.

14.2 The Employer and the PBA agree that there shall be no discrimination with regard to employment, promotions and job opportunities in violation of the terms of this Agreement or opportunities in violation of the terms of this Agreement or applicable law and/or procedures because of PBA membership, race, color, creed, sex, age, national origin, marital status, political affiliation or physical disability. However, if an employee or the PBA believes the Employer is in violation of this provision, the employee or the PBA may invoke the remedies provided herein through the Article 13 - Grievance Procedure, except that any violation of law may only be invoked by the remedies provided by law.

14.3 Information regarding the balance of all accruals shall be provided to each employee quarterly.

14.4 An employee required and authorized to use his/her personal car for Employer use, shall be reimbursed, via a separate check, at the Internal Revenue Service (IRS) approved rate per mile.

14.5 An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police, or designee, upon five (5) calendar days' notice. No complaint, report, memorandum 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 had an opportunity to read 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 items 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 him/her and made a part of the file. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 13 - Grievance Procedure.

14.6 Each full time and part time employee shall be entitled each year to the following maximum amounts for use as set forth herein, which can be paid in a single semester, or any twelve (12) month period. The amounts can be used for the taking of a course(s), or elective(s), or training as set forth herein, or tuition cost and fees required of students, including books, to satisfy the requirements of a degree in Criminal Justice, Police Science, Police Justice Administration, Psychology, Law, Computer Science, or other course(s), or training, or studies approved by the Chief of Police. The employee shall be required to obtain the prior approval of the Chief of Police prior to determining eligibility for reimbursement. Payment for reimbursement shall be submitted to the Chief of Police, which shall include proof of payment and that a passing grade was achieved. In addition to the foregoing, each full time and part time employee shall also be entitled to use the amounts set forth herein for costs related to obtaining Emergency Medical Technician-Defibrillator (EMT-D) status, or joining a health club. The
Village shall reimburse the employee for all fees incurred and paid by the employee to the health club facility with respect to each calendar month for which the employee provides the Chief of Police with proof or verification from the health club facility of his/her attendance of not less than ten (10) days. Once received, the Chief of Police shall submit such proof or verification to the Village for reimbursement no later than the end of the following calendar month. The maximum reimbursement amounts are as follows:

<table>
<thead>
<tr>
<th></th>
<th>6/1/08</th>
<th>6/1/09</th>
<th>6/1/10</th>
<th>6/1/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>$525.00</td>
<td>$550.00</td>
<td>$575.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>$275.00</td>
<td>$300.00</td>
<td>$325.00</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

14.7 All management functions, rights, power and authority whether heretofore or hereafter exercised shall remain vested exclusively in the Employer. It is expressly recognized that these functions include, but are not limited to:

1) Full and exclusive control of the management and operation of the Police Department.

2) Direct supervision of the working force.

3) Scheduling of work and methods of staffing, except that a full time employee's posted schedule shall not be altered by the Employer except upon thirty (30) days notice of such change. Notwithstanding the foregoing, the Chief of Police may change an employee's work schedule on fifteen (15) days notice in order to address situations where another employee is on extended sick or accident leave, and the Employer recognizes its obligation to negotiate the impact of any such change if the PBA so demands.

4) The right to introduce new and improved methods or facilities.

5) The right to hire, promote, transfer and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees.

6) The reduction or increase of the working force and work assignments.

7) The right to abolish or change existing jobs, including the right to establish new jobs.

8) The right to formulate any reasonable rules and regulations.

14.8 The General Municipal Law §207-c Procedure set forth in Appendix “C”, attached hereto and made a part of this Agreement, is as though set forth at length herein.

14.9 An employee who is an Emergency Medical Technician – Defibrillator (EMT-D) shall be paid a differential as set forth below, which shall be included in his/her Base Wage upon obtaining and maintaining certification. The amount to be paid shall commence the first (1st) pay period after a copy of the certification is provided to the Chief of Police, or designee. An
employee shall be required to provide a copy of his/her re-certification, if any, as it occurs to the
Chief of Police or designee. The employee shall be required to notify the Chief of Police, or
designee, in the event he/she no longer maintains certification. In that event, the amount being
paid shall cease in the first (1st) pay period following loss of the certification. The amount to be
paid is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/08</td>
<td>$350.00</td>
</tr>
<tr>
<td>6/1/09</td>
<td>$400.00</td>
</tr>
<tr>
<td>6/1/10</td>
<td>$450.00</td>
</tr>
<tr>
<td>6/1/11</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**Article 15 - Wages**

15.1 **Full Time Base Wage Schedule**

Effective with the dates as set forth herein, the Full Time Base Wage Schedule shall be as
follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>6/1/08</th>
<th>6/1/09</th>
<th>6/1/10</th>
<th>6/1/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy *</td>
<td>$29,831/hr</td>
<td>$30,876/hr</td>
<td>$32,072/hr</td>
<td>$33,314/hr</td>
<td></td>
</tr>
<tr>
<td>1 Starting</td>
<td>$15.3244/hr</td>
<td>$15.8612/hr</td>
<td>$16.4756/hr</td>
<td>$17.1136/hr</td>
<td></td>
</tr>
<tr>
<td>After 6 Months</td>
<td>$21.8921/hr</td>
<td>$22.6585/hr</td>
<td>$23.5365/hr</td>
<td>$24.4483/hr</td>
<td></td>
</tr>
<tr>
<td>2 After 1 Year</td>
<td>$47,383/hr</td>
<td>$49,041/hr</td>
<td>$50,941/hr</td>
<td>$52,915/hr</td>
<td></td>
</tr>
<tr>
<td>3 After 2 Years</td>
<td>$25,6873/hr</td>
<td>$26,5863/hr</td>
<td>$27,6163/hr</td>
<td>$28,6864/hr</td>
<td></td>
</tr>
<tr>
<td>4 After 3 Years</td>
<td>$53,025/hr</td>
<td>$54,881/hr</td>
<td>$57,008/hr</td>
<td>$59,217/hr</td>
<td></td>
</tr>
<tr>
<td>5 After 4 Years</td>
<td>$27,2392/hr</td>
<td>$28,1927/hr</td>
<td>$29,2853/hr</td>
<td>$30,4201/hr</td>
<td></td>
</tr>
<tr>
<td>6 After 5 Years</td>
<td>$55,615/hr</td>
<td>$57,562/hr</td>
<td>$59,793/hr</td>
<td>$62,110/hr</td>
<td></td>
</tr>
<tr>
<td>Detective(s) **</td>
<td>$28.5697/hr</td>
<td>$29.5699/hr</td>
<td>$30.7160/hr</td>
<td>$31.9063/hr</td>
<td></td>
</tr>
<tr>
<td>Sergeant(s) ***</td>
<td>$61,137/hr</td>
<td>$63,277/hr</td>
<td>$65,729/hr</td>
<td>$68,276/hr</td>
<td></td>
</tr>
<tr>
<td>$31.4064/hr</td>
<td>$32.5058/hr</td>
<td>$33.7654/hr</td>
<td>$35.0738/hr</td>
<td>$37.5272/hr</td>
<td></td>
</tr>
<tr>
<td>$63,582/hr</td>
<td>$65,808/hr</td>
<td>$68,358/hr</td>
<td>$71,007/hr</td>
<td>$74,991/hr</td>
<td></td>
</tr>
<tr>
<td>$30.5683/hr</td>
<td>$31.6385/hr</td>
<td>$32.8644/hr</td>
<td>$34.1380/hr</td>
<td>$36.5788/hr</td>
<td></td>
</tr>
<tr>
<td>$68,932/hr</td>
<td>$71,503/hr</td>
<td>$74,438/hr</td>
<td>$77,493/hr</td>
<td>$81,675/hr</td>
<td></td>
</tr>
<tr>
<td>$35.4108/hr</td>
<td>$36.7315/hr</td>
<td>$38.2392/hr</td>
<td>$39.8086/hr</td>
<td>$42.5242/hr</td>
<td></td>
</tr>
</tbody>
</table>

* A full time employee who is without the required Municipal Police Training Council (MPTC) certification shall be paid the above Academy Base Wage for his/her first (1st) twenty-six (26) weeks of employment which shall be 70% of Step 1. Thereafter, that employee shall move to the After 6 Months Base Wage and so on. A full-time employee who has the required Municipal Police Training Council (MPTC) certification, shall be paid at Step 1 - Starting Base Wage for his/her first (1st) twenty-six (26) weeks of employment. Thereafter, that employee shall move to the After 6 Months Base Wage and so on.
** The Detective(s) Base Wage shall be over and above the Step 6 After 5 Years Base Wage as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>6/1/08</th>
<th>6/1/09</th>
<th>6/1/10</th>
<th>6/1/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase</td>
<td>4.0%</td>
<td>4.0%</td>
<td>4.0%</td>
<td>4.0%</td>
</tr>
</tbody>
</table>

*** The Sergeant(s) Base Wage shall be over and above the Step 6 After 5 Years Base Wage as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>6/1/08</th>
<th>6/1/09</th>
<th>6/1/10</th>
<th>6/1/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase</td>
<td>12.75%</td>
<td>13.0%</td>
<td>13.25%</td>
<td>13.5%</td>
</tr>
</tbody>
</table>

15.2 Part Time Hourly Rate Schedule

Effective with the dates as set forth herein, the Part Time Hourly Rate Schedule shall be as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>6/1/08</th>
<th>6/1/09</th>
<th>6/1/10</th>
<th>6/1/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Starting</td>
<td>$18.40</td>
<td>$19.05</td>
<td>$19.75</td>
<td>$20.55</td>
</tr>
<tr>
<td>2</td>
<td>Beginning 2nd Year</td>
<td>$19.20</td>
<td>$19.90</td>
<td>$20.65</td>
<td>$21.45</td>
</tr>
<tr>
<td>3</td>
<td>Beginning 3rd Year</td>
<td>$20.05</td>
<td>$20.75</td>
<td>$21.55</td>
<td>$22.40</td>
</tr>
<tr>
<td>4</td>
<td>Beginning 4th Year</td>
<td>$20.85</td>
<td>$21.60</td>
<td>$22.45</td>
<td>$23.30</td>
</tr>
<tr>
<td>5</td>
<td>Beginning 5th Year</td>
<td>$21.70</td>
<td>$22.45</td>
<td>$23.35</td>
<td>$24.25</td>
</tr>
</tbody>
</table>

15.3 Longevity

The full time employee's longevity shall be:

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>6/1/08</th>
<th>6/1/09</th>
<th>6/1/10</th>
<th>6/1/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Starting 8th through 9th</td>
<td>$500.00</td>
<td>$525.00</td>
<td>$550.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>8</td>
<td>Starting 10th through 14th</td>
<td>$2,050.00</td>
<td>$2,050.00</td>
<td>$2,050.00</td>
<td>$2,050.00</td>
</tr>
<tr>
<td>9</td>
<td>Starting 15th through 17th</td>
<td>$2,150.00</td>
<td>$2,150.00</td>
<td>$2,150.00</td>
<td>$2,150.00</td>
</tr>
<tr>
<td>10</td>
<td>Starting 18th and above</td>
<td>$2,225.00</td>
<td>$2,225.00</td>
<td>$2,225.00</td>
<td>$2,225.00</td>
</tr>
</tbody>
</table>

The above Longevity amounts are cumulative from Step to Step (i.e., as of 6/1/08, an employee starting his/her 15th year of service shall be paid $4,700.00).

Longevity shall be added to the Base Wage, paid in equal installments per payroll period, and calculated into the computation for overtime.

The following example illustrates the parties' intent of paying full-time employees Base Wage and Longevity in a fiscal year per bi-weekly payroll period. The number of payroll periods may be 26 or 27. The illustration uses 26. An employee shall be paid his/her longevity in the payroll period in which his/her anniversary date occurs. For example:
Base Wage Step 6 - 6:1/08 = $61,137.00
Bi-Weekly = $2,351.42
Longevity Step 8 - 8:15/08 = $2,550.00
Bi-Weekly = $98.08
TOTAL: $63,687.06
Bi-WEEKLY: $2,449.50

15.4 Prior Full Time Credited Police Service

All employees who are certified and do not have any other full time prior police service shall be hired at the Step 1 Starting Base Wage as set forth in Section 15.1 - Full Time Base Wage Schedule.

An employee hired with prior full time credited police service, (i.e., Deputy Sheriff, New York City, District Attorney Criminal Investigator, etc.) shall be credited with one (1) year for every two (2) years of service, not to exceed six (6) full years of service. That employee shall be placed on the Step of the Full Time Base Wage Schedule which equals his/her credited years of service as set forth herein (i.e., four (4) years, six (6) months of prior credited police service, receives two (2) years, three (3) months credited service and placed at Step 3, and moves to Step 4 nine (9) months later.) Thereafter, that employee shall continue and advance on the Longevity schedule accordingly, as if he/she had been employed with the Employer for the prior service that was credited. This section shall not apply to an employee who had prior service as a peace officer (i.e., Correction Officer, Probation Officer, etc.)

Article 16 - Bill of Rights

16.1 The following provisions, which shall be known as a Bill of Rights, are hereby established for employees when interrogated by any individual in connection with an official investigation, which may lead to any type of charges.

   a. Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the power of the municipality.

   b. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.

   c. The cognizance and control of the government, administration, disposition and discipline of the Department is the responsibility of the Employer and Chief of Police. In administering the Department, the law empowers the Employer to appoint numerous superiors to exercise various powers to command over subordinates. In addition, they have promulgated various rules and procedures to guide employees in the performance of their duties.

   d. The wide ranging powers and duties given to the Department and its employees involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of employees. These questions often require
immediate investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. When practical, interrogations should be scheduled for the daytime.

2. The interrogation shall take place at a location designated by the investigating officer.

3. The employee shall be informed of the rank and name of the interrogating officer in charge of the investigation and all persons present during the interrogation. If an employee is directed to leave his/her post or assignment and report for interrogation to another post or assignment, his/her superior shall be promptly notified of his/her whereabouts by the affected employee.

4. The employee shall be informed of the nature of the investigation before interrogation commences, including the name of the complainant. The address of the complainant and/or witnesses need not be disclosed. However, sufficient information reasonably calculated to apprise the employee of the allegations shall be provided. If it is known that the employee being interrogated is a witness only, he/she should be so informed at the initial contact.

5. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall be also provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

6. The complete interrogation of the employee shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except at the request of the accused. All recesses called during the questioning shall be recorded.

7. If an employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given rights pursuant to the Miranda decision.

8. In all other cases, the law imposes no obligations, legal or otherwise, on the Department or outside agency conducting the investigation to provide an opportunity for an employee to consult with counsel or anyone else when questioned about his/her employment or matters relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining high morale of the force, the Department shall afford full opportunity for any employee, if he/she so requests, to consult with counsel before being interrogated, concerning the violation of the rules and regulations, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for the purposes of counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, and/or a representative of the PBA, may be present during the interrogation of the employee, provided the
employee requests such presence and provided the investigating officer agrees that such presence shall not interfere with the progress of the investigation.

9. All employees shall be notified of any charge or complaint made against him/her, the nature of the complaint and the name of the complainant within a reasonable time, provided that the withholding of such information is not required for law enforcement purposes.

10. The aforementioned guidelines shall be observed by all superior officers or any other official of any other department or agency conducting investigations of alleged actions of any employee.

Article 17 – Training Recovery Costs

In the event the Employer provides an employee, at its cost, the required basic Municipal Police Training Council (MPTC) certification, and the employee leaves employment or the training academy on a voluntary basis prior to three (3) years of service, that employee shall be responsible to reimburse the Employer for all related costs incurred on the following schedule:

<table>
<thead>
<tr>
<th>Departure Period</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Departure within one (1) year of hire</td>
<td>100%</td>
</tr>
<tr>
<td>Departure within two (2) years of hire</td>
<td>50%</td>
</tr>
<tr>
<td>Departure within three (3) years of hire</td>
<td>25%</td>
</tr>
</tbody>
</table>

Related costs shall not include any wages and benefits paid to the employee, but are intended for academy expenses of tuition, books, ammunition, meals, class "B" uniform, tolls and mileage.

Article 18 – Substance Abuse and Alcohol Testing Procedure

It is the policy of the Employer to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is the purpose of this policy to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with drugs or alcohol.

Section 1 Alcohol/Drug Testing

1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the Employer may require such employee to submit to an alcohol test, as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.03%. Effective March 1, 2009, a positive test for alcohol is any result above 0.00%. The test shall not be administered until thirty (30) minutes after notification to submit, as set forth in paragraph 2.1 below. Reasonable cause to believe an employee is under the influence of alcohol or drugs exists when
objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable cause must be supported by specific articulable facts and a written report of the findings and facts provided to the employee. The report shall be provided to the employee within seventy-two (72) hours of the test.

Section 2 Testing Procedures

2.1 Tests for Alcohol:

2.1.1 Tests for alcohol shall only be conducted by those identified in 2.1.2 herein, using a Datamaster breath-testing device. Effective March 1, 2009, tests for alcohol shall only be conducted by those identified in 2.1.2 herein, using a Datamaster breath-testing device or any other device certified by the New York State Division of Criminal Justice Services (DCJS) for Evidential Breath Measurement Devices. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices. Effective March 1, 2009, the report shall be provided to the employee no later than seven (7) calendar days after the test.

2.1.2 A department supervisor (Chief of Police or Sergeant), a qualified full-time police officer or certified technician, who has not observed or witnessed the alleged violation or made the reasonable suspicion determination, will administer the alcohol test using the Datamaster device. Effective March 1, 2009, a department supervisor (Chief of Police or Sergeant), a qualified full-time police officer or certified technician, who has not observed or witnessed the alleged violation or made the reasonable suspicion determination, will administer the alcohol test using the Datamaster device or any other device certified by New York State Division of Criminal Justice Services (DCJS) for Evidential Breath Measurement Devices. The operator shall be certified to use and operate the Datamaster device. Effective March 1, 2009, the operator shall be certified to use and operate the Datamaster device or any other device certified by the New York State Division of Criminal Justice Services (DCJS) for Evidential Breath Measurement Devices. If, within one (1) hour of the alleged violation, good faith efforts to locate a qualified individual to administer the testing, as defined herein, and who did not witness the alleged violation or made the reasonable suspicion determination prove unsuccessful, then a qualified person who witnessed the alleged violation or made the reasonable suspicion determination may administer the test within the balance of the accepted medical time frame.

2.1.3 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing
overtime and employee benefits, unless the test is positive, in which event the employee shall not be paid overtime.

2.1.4 Tests for alcohol shall be conducted during an employee's regularly scheduled tour of duty, unless the process is started while the employee is on duty and continues past the end of his/her tour of duty. In that event, 2.1.3 shall be in effect.

2.2 Tests for Prohibited Drugs:

2.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories, in accordance with regulations set forth in 49 CFR Part 400 ("the Federal Regulations"). The Employer agrees to use Partners in Safety located in Middletown, New York as the laboratory where all drug and urinalysis testing will be performed, or a laboratory certified by the Department of Health and Human Services, upon thirty (30) calendar days written notice to the PBA President by the Employer. The laboratory selected by the Employer shall be located in Orange County.

2.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test, except as herein after described.

2.2.3 The specimen will be sent to the laboratory as set forth in 2.2.1 above and tested for the substances set forth in 2.2.2 above. Any level which tests positive at the highest cutoff levels as set forth in the Federal Regulations, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens which are confirmed as positive in the GC/MS tests are reported as such. Both specimens will be paid for by the Employer.

2.2.4 A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two (2) specimen bottles.

A. The first (1st) bottle is to be used for the test pursuant to this procedure and 45 ml. of urine shall be poured into it. Up to 15 ml. of the remainder of the first (1st) bottle of urine shall be poured into the second (2nd) specimen bottle.

B. All requirements of this procedure and the Federal Regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed.
C. Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain of custody form.

D. If the test of the first (1st) bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second (2nd) bottle be tested for presence of the drug(s) for which a positive result was obtained in the test of the first (1st) bottle. If the result of the second (2nd) test is negative, no further action shall be taken against the employee.

2.2.5 Where visual observation of urination is required, it shall be by an individual that is the same gender as the employee providing the specimen.

2.2.6 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

2.2.7 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs, in the test of the first (1st) bottle and second (2nd) bottle, if tested, the Employer shall not be obligated to pay the employee for such time beyond the hours actually worked.

2.2.8 All drug testing shall be conducted during an employee's scheduled tour of duty or the two (2) hours immediately preceding, or subsequent to, a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.2.7 above. The Employer reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.

2.2.9 Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as the Federal Regulations, including the validity of the test.

Section 3 Random Drug Testing

3.1 Random Drug Tests: The Employer may administer random drug testing to the employees covered by this collective bargaining agreement.

3.2 PBA Observation: During random tests, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the employee to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the
3.3 Selection of Employees: The Employer shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the Employer shall provide the PBA with a list of all employees tested, as well as the computer-generated list, so the PBA can verify the randomness.

Limitations: No employee shall be subject to random drug testing more than two (2) times in any twelve (12) month period.

Section 4 Reasonable Suspicion Testing

4.1 Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug testing (hereinafter referred to as the “designated supervisor”) shall be the department head/supervisor who must be of the rank of Sergeant or above.

4.2 Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee’s job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.

4.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undue delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee’s appearance, behavior and speech; (2) names of witnesses to the employee’s appearance, behavior and speech, where practicable; (3) if the employee’s appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.

A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision.

4.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug
testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

4.5 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has attended and completed the refresher course within twelve (12) months of the previous course, the supervisor shall qualify as a designated supervisor with authority to require an employee to undergo a test. Supervisors who have completed the Municipal Police Training Council Supervisory Course, or the refresher course, within the preceding twelve (12) month period will be considered as designated to determine reasonable suspicion.

4.6 Right to Representation: During reasonable suspicion testing, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the employee to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.

4.7 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within seventy-two (72) hours of the test decision. If the employee has requested the opportunity to consult with a PBA representative, this explanation shall be made in the presence of a PBA representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

5.1 Due Process Rights: An employee who has tested positive for alcohol use or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function. In the event the Employer determines that disciplinary action is warranted, it reserves the right to remove that employee pursuant to Article 12 – Disciplinary Procedure of this Agreement.
The Employer shall provide the affected employee with a Notice within fifteen (15) calendar days after removal.

5.2 Reassignment to Non-safety-sensitive Job Duties: If an employee evaluation and treatment pursuant to Section 6 of this procedure, the shall make every reasonable effort to assign the employee to duties within the employee’s job description excluding safety-sensitive functions unless an employee has been recommended by the substance abuse professional for full duty provided that said assignment is not inconsistent with the goal functions of the police department.

5.3 Leave Pending Disciplinary Action: The employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6.

5.4 Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration above 0.03%, the employee shall be relieved of his/her work assignment for that day. Effective March 1, 2009, whenever an employee is found to have an alcohol concentration above 0.00%, the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

Section 6 Referral, Evaluation and Treatment

6.1 The Employer will assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employee seeks and accepts assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The Employer will provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. It is important to emphasize that employees with alcohol and/or drug problems who wish to avail themselves of rehabilitative services, or other means of rehabilitation after informing the Employer, should pursue help before they are required to undergo either random or reasonable suspicion testing, at which point they will not be placed in a safety-sensitive position until all rehabilitation requirements are met. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to applicable law and the parties’ collective bargaining agreement. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.

6.2 Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the department head or Mayor that he/she is abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the Agreement and existing terms and conditions of employment between the parties.
Employer and PBA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline.

6.3 Designation of Substance Abuse Professional: The Substance Abuse Professional (SAP) shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

6.4 Rehabilitation Program: The Employer shall make available to employees, a rehabilitation program through the contractual health insurance provider.

6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the Employer by the SAP or rehabilitation program. Such request shall be in writing.

6.6 Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in this Agreement or other applicable laws, rules or regulations, excluding any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or outpatient basis. Nothing herein shall be construed to diminish any rights, which may apply under the Americans With Disabilities Act, the Family Medical Leave Act or other relevant laws.

6.7 The Employer will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.

6.8 Return to Work: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.

6.9 An employee who enters an Employee Assistance Program (EAP) shall not be entitled to enter such a program if he/she should again test positive, unless the Employer shall agree. Employees who are arrested for a crime, including drugs or whose use of drugs or alcohol, has become known to the Employer through the employee's involvement in an accident that resulted in physical injury or property damage, shall be able to enter an EAP only with the consent of the Employer.
6.10 Follow-up Testing - Frequency: The number and frequency of follow-up tests shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function. The Employer shall not impose follow-up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

Section 7 Disciplinary Procedure

7.1 If, as a result of a positive test, the Employer believes that disciplinary action exists, then discipline may be sought.

7.2 If the Employer, as a result of a positive test takes any formal disciplinary action, it shall be processed through the procedures for disciplinary action set forth in Article 12 - Disciplinary Procedure of this Agreement.

Section 8 Medical Review Officer

8.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs, the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The Employer and the affected employee shall agree on the appointment of an MRO. The employee's consent to the appointment shall not be unreasonably withheld.

8.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.

8.3 The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.

8.4 The MRO must ultimately determine whether some reason other than illegal drug use explains drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Village
Board and to the department head/supervisor. Any medical information provided
to the MRO that is not specifically related to use of illegal drugs will be treated as
confidential and not disclosed. If it is determined with reasonable certainty that
there is a legitimate medical or other reason to account for the positive laboratory
findings, no information identifying the specific employee will be disclosed and
the test results will be reported as negative.

Section 9 Program Confidentiality

9.1 The results of all individual drug and alcohol tests will be kept in a secure
location with controlled access.

9.2 All individual test results will be considered confidential. The release of an
employee's results will only be given in accordance with the individual
employee's written authorization, or as is otherwise required by applicable federal
or state law or for use in a disciplinary hearing pursuant to this procedure.

9.3 It is understood that any medical explanation given by an employee to any person
involved in this process is strictly confidential.

Section 10 Disputes - Grievance Procedure

10.1 Any dispute, violation, misapplication or misinterpretation of the Substance
Abuse Policy and Testing Procedure shall be submitted as a grievance directly to
Step 2 of Article 13 - Grievance Procedure of this Agreement. In the event the
matter is not resolved satisfactorily at Step 2, it may be appealed to Step 3 -
Arbitration as set forth in Article 13 - Grievance Procedure of this Agreement.

Section 11 Department Head/Supervisor

11.1 The department head/supervisor must be of the rank of Sergeant or above for the
purposes of this procedure.

Article 19 - Separability

19.1 In the event that any provision of the collective bargaining agreement shall at any time be
declared invalid by a court of competent jurisdiction or through government regulations or
decrees, such decision shall not affect any other provisions of this Agreement, it being the
express intent of the parties hereto that all provisions not declared invalid shall remain in full
force and effect.

In that event, the parties shall meet and negotiate the impact of the provision(s) of this
Agreement that were declared invalid.

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Article 20 - 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 21 - Duration

21.1 This Agreement shall be effective June 1, 2008 through May 31, 2012.

21.2 In the event this Agreement expires and there has been no successor Agreement negotiated or compulsory interest arbitration award written, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or compulsory interest arbitration award alters any of the terms and conditions of employment.

FOR THE VILLAGE OF CHESTER

[Signature]

Philip Villastro, Mayor

Date: 4/1/10

FOR THE VILLAGE OF CHESTER POLICE BENEVOLENT ASSOCIATION

[Signature]

John Courtenay, President

Date: 4/13/10
APPENDIX "A"

WORK SCHEDULE
Tuesday, September 1, 2009 to Wednesday, September 30, 2009

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V/Chesler 2008-2012 Final Agr - 3/31/10
APPENDIX “B”

UNIFORM AND EQUIPMENT LIST

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</tr>
<tr>
<td>1 body armor</td>
<td>1 duty belt (see below)*</td>
</tr>
<tr>
<td>2 name tags</td>
<td>2 name tags</td>
</tr>
<tr>
<td>1 set of collar brass</td>
<td>1 set of collar brass</td>
</tr>
<tr>
<td>2 police breast shields</td>
<td>2 police breast shields</td>
</tr>
<tr>
<td>1 weapon w/3 magazines</td>
<td>1 weapon w/3 magazines</td>
</tr>
<tr>
<td>1 set of handcuffs w/2 keys</td>
<td>1 set of handcuffs w/2 keys</td>
</tr>
<tr>
<td>1 baton</td>
<td>1 baton</td>
</tr>
<tr>
<td>1 photo identification card</td>
<td>1 photo identification card</td>
</tr>
<tr>
<td>1 pair of cut resistance gloves</td>
<td>1 pair of cut resistance gloves</td>
</tr>
<tr>
<td>1 pair of winter gloves</td>
<td>1 pair of winter gloves</td>
</tr>
<tr>
<td>Qualification Badges (issued as appropriate)</td>
<td>Qualification Badges (issued as appropriate)</td>
</tr>
<tr>
<td>1 portable radio w/microphone w/charger</td>
<td>1 streamlight stinger XT flashlight w/charger</td>
</tr>
<tr>
<td>1 streamlight stinger XT flashlight w/charger</td>
<td>1 O.C. spray canister</td>
</tr>
<tr>
<td>1 O.C. spray canister</td>
<td>NOTE: portable radio will be made available</td>
</tr>
</tbody>
</table>

*Duty Belt Accessories: Holster, ammunition pouch, handcuff case, exam glove pouch, flashlight holder for above light, baton holder, portable radio holder, O.C. spray holder, and 4 belt keepers.
Sergeants: Shall be issued the same items listed above, with the following additions/substitutions:

2 white long sleeve shirts  
2 white short sleeve shirts  
Sergeant acorns will be gold color, regardless of time in service

**Bicycle Patrol Issue**

2 bike patrol shirts w/ID markings  
2 pair of pants w/removable legs, or  
1 pair of pants and 1 pair of bike patrol shorts  
1 weather resistant jacket  
1 pair of appropriate footwear  

1 bicycle helmet (ANSI approved)  
Web gear (see below)*

1 pair of appropriate eyewear (ANSI approved)  
1 pair of bicycle gloves  
Rain gear

* **Web Gear**: Belt and accessories will be of the utility/web type and include the following:

Holster, ammunition pouch, handcuff case, exam glove pouch, O.C. spray holder, baton holder and portable radio holder.

**Firearms Instructor Issue**

2 golf type shirts w/ID markings  
2 pair of BDU type pants  

1 baseball type hat w/ID markings  
1 utility jacket w/ID markings

**Crime Scene and Traffic Reconstructionist Issue**

1 golf type shirt w/ID markings*  
1 lightweight jacket*  
1 pair of BDU type pants*

* The issue is for use when called out to respond when off-duty for the above assignment/detail.
APPENDIX "C"

General Municipal Law Section 207-c Procedure

Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-c of the General Municipal Law (GML). This policy is not intended to limit or eliminate any additional requirements or benefits regarding section 207-c set forth in the statute or case law, or the Department's rules and regulations.

Section 2

An employee shall notify the Officer on Duty as soon as practicable of any injury in the performance of his/her duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. Said injury or sickness which renders an employee unable to perform his/her duties shall hereafter be referred to for purposes of this procedure as GML 207-c disability.

Section 3

Application for GML 207-c benefits for an employee may be made by the employee, the Chief, the Chief's designee, or some other person acting on behalf of and authorized by such employee.

Section 4

An application shall be deemed "untimely" unless it is received by the Chief within ten (10) days after the date of the disability injury or sickness or within ten (10) days after the employee discovers, or should have discovered, the disabling injury or sickness. An untimely filing shall not be a bar to the receipt of GML 207-c benefits from the date of filing of the application unless the Employer is prejudiced by the untimely filing. The Chief may, in his/her discretion, excuse the failure to file the application within the ten (10) day period upon a showing of good cause, such as in cases where the employee is hospitalized and unable to submit an application.

Section 5

The application must be made in writing on the form provided by the Chief.
Section 6

After the filing of said application, the employee shall submit to one or more medical examinations as may be directed by the Chief. The cost of medical examinations directed by the Chief shall be at the expense of the Employer.

Section 7

The Chief shall have exclusive authority to initially determine the employee's eligibility for benefits under GML 207-c. He/She shall immediately inquire into the facts of each application, and to that end shall have full authority and power to: (1) employ experts and specialists; (2) require the attendance of the employee and all other witnesses for testimony at reasonable times and upon reasonable notice; (3) require the employee to sign forms for release of medical information with respect to the employee; (4) require the production of all books, papers, documents and other records pertaining to such injury; (5) do all that may be reasonably necessary or advisable as provided by GML 207-c in the processing of such application. If an employee is working and is required to attend a meeting with the Chief at a time other than during the employee's regularly scheduled tour hours, the employee shall be paid for his/her time at the meeting with the Chief in accordance with the terms of this Agreement.

Section 8

Pending the determination of an application, time off taken by the employee and alleged to be attributable to the injury or sickness which gave rise to the claim of disability, shall be charged to sick leave, or other contractual leave, if no sick leave is available or if sick leave has been exhausted.

Section 9

The Chief shall render a written decision on the application for benefits within ten (10) days after receipt of all necessary information as indicated in Section 7 above. A copy of the decision shall be sent to the employee and his/her representative, if any, designated by the employee. If the Chief does not render a decision within the ten (10) day period, the employee may proceed to the next step of this procedure.

Section 10

If the decision is that the employee is eligible for disability benefits under GML 207-c, then the employee shall be so categorized and pursuant thereto shall have, retroactively, his/her status changed from sick leave to injury leave. Such injury leave benefits shall continue so long as the employee remains eligibly disabled or until such time as otherwise provided by law.
Section 11

If the decision of the Chief is that the employee is not eligible for such injury leave benefits, then at any time within ten (10) days after receipt of such decision, the employee, or his/her representative, may serve a written demand on the Mayor for a hearing and further evaluation of the application. The demand shall contain a statement of the reasons why the employee believes further evaluation of the application and a hearing is needed.

Section 12

In connection with the proceeding herein, a hearing officer shall be appointed by the Mayor, or his/her designee. The hearing officer shall not be an employee of the Employer. Prior to the commencement of the hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the hearing officer. A copy of the record of the proceeding shall be furnished to the employee, or his/her representative, without charge. After the hearing, the hearing officer shall submit his/her recommendation to the Mayor, or his/her designee, within thirty (30) days, setting forth the basis for such recommendation. A copy of the recommendation shall be mailed to the employee, and his/her representative, if any. The Mayor, or his/her designee, shall make a written decision within ten (10) days of receiving the hearing officer’s recommendation. Such decision shall be subject to review only as provided in Article 78 of the CPLR and not pursuant to Article 75 of the CPLR.

Section 13

An employee who is receiving benefits under GML 207-c shall not engage in outside employment inconsistent with his/her injury or illness or which interferes with his/her medical treatment or rehabilitation. Effective March 1, 2009, an employee who is receiving benefits under GML §207-c shall not engage in outside employment and/or work inconsistent with his/her injury or illness, or which interferes with his/her medical treatment or rehabilitation.

REVIEW OF DISABILITY

Section 14

(a) The Chief may periodically review cases of employees receiving injury leave benefits for the purpose of determining whether the employee continues to be entitled to disability benefits, and in furtherance thereof, may take such action as is appropriate under the law.

(b) An employee who is receiving benefits under GML 207-c shall immediately notify the Chief of a change in condition which enables him/her to return to normal duty or render him/her available for light duty assignment. Failure to