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#### **Contract Database Metadata Elements**

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POL  
7453

**CONTRACT**  
**BETWEEN**  
**THE TOWN OF RAMAPO**  
**AND**  
**THE RAMAPO POLICE BENOVOLENT ASSOCIATION**

**January 1, 2001**

**to**

**December 31, 2002**

**RECEIVED**

MAY 17 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

109

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## PREAMBLE

This is a Labor Contract made and entered into this 28 day of December, 2001, by the Town of Ramapo (hereinafter called the "Town") and the Ramapo Police Benevolent Association (hereinafter called the "P.B.A.")).

## ARTICLE 1 RECOGNITION AND APPLICATION OF CONTRACT

### 1.1 Collective Bargaining Unit

The Town of Ramapo recognizes the Ramapo P.B.A. as the sole and exclusive collective bargaining agent for all Civil Service Police Officers including part-time police and <sup>1</sup>those of the competitive class and detectives employed in the Department of Police in the Town of Ramapo, but excluding the Chief of Police, Captains, and all other Police Officers. However, any individual who holds or shall hold the position of lieutenant may make a personal election to exclude himself/herself from coverage under this agreement at any time. Any such personal election shall be the determination of the individual and, once made, shall be effective for that individual lieutenant's term of employment with the Town.

### 1.2 Application of Contract

This contract shall apply to the Police Officers within the bargaining unit defined in Section 1.1.

## ARTICLE 2

### OBLIGATIONS OF THE P.B.A. AND TOWN

#### 2.1 No Discrimination

The P.B.A. agrees not to discriminate with regard to the terms or conditions of membership because of race, color, creed, sex or national origin, and the P.B.A. and the Town agree not to discriminate against any person within the collective bargaining unit because of membership or non-membership in the Association.

#### 2.2 No Strike

The P.B.A. agrees that it will not call, sanction or encourage in any way any strikes, picketing, slowdowns, concerted refusal to perform assigned work or any other kind of job action which is designed to impede or has the effect of impeding normal efficient operations of the Department nor shall the P.B.A. cause, instigate, encourage or condone any such action.

## ARTICLE 3

### CHECKOFF OF ASSOCIATION DUES

#### 3.1 Checkoff Form

Any Police Officer within this bargaining unit who so desires may have the Town deduct from that Police Officer's pay on a bi-weekly basis, the monthly membership dues and assessments uniformly required for membership in the P.B.A. This request for dues deduction must be signed by the Officer and the following authorization form shall be utilized:

To: Chief of Police Town of Ramapo

I hereby authorize you to deduct from my pay, on a bi-weekly basis, the amount specified as monthly dues or assessments by the Ramapo Police Benevolent Association, and to forward this amount in my name to said Association.

I understand that this checkoff authorization shall remain in effect until revoked by me in writing. I further understand that this authorization may be revoked by me only within

a 30-day period prior to the anniversary dated of this authorization or within a 30-day period prior to the end of the term of the applicable Labor Contract, whichever of the two time periods is shorter.

I release the Town of Ramapo from any and all liability as a Result of making this checkoff from my pay and hereby revoke Any previous authorization given.

\_\_\_\_\_  
Signature of Police Officer

\_\_\_\_\_  
Date Signed

### **3.2 Checkoff of Dues**

Upon receipt by the Town of an individual written authorization (on the form set forth in Section 3.1), the Town shall, while this authorization and this Contract remain in effect, deduct from the Police Officer's pay each month on a bi-weekly basis, his monthly membership dues and assessments in the Association and transmit the money so deducted, together with a list of names of the Police Officers from whose earnings the deductions were made, to the P.B.A. on or before the 15<sup>th</sup> day of the month following that in which the deductions were made. No deductions shall be made for any back dues arrearage nor to recoup any amount not deducted because the Officer did not receive pay in any given payroll period.

### **3.3 Commencement of Checkoff**

The Town shall be under no obligation to commence such payroll deduction until the second payroll period following the time at which the properly executed checkoff authorization is received. The Town, however, will supply the P.B.A. with the form specified in Section 3.1 at least 60 days after execution of this Agreement.



### **3.4 Amount to be Checked Off**

The P.B.A. will certify in writing to the Town the amount of its regular monthly dues and any assessments to be deducted under the provisions of this Article. The dues money is to be made payable to the P.B.A. and sent to the Treasurer as certified in writing to the Town by the P.B.A. Any changes in the amount of P.B.A. dues to be deducted, or assessments made, must be similarly certified by the P.B.A. in writing to the Town. Such changes shall not become effective until 60 days following receipt by the Town of such certification.

### **3.5 Agency Shop**

The Town agrees to deduct from the salary of all unit members who are not members of the P.B.A. an agency shop fee. The P.B.A. shall notify the Town of the amount to be so deducted. The agency shop fee deduction shall be in accordance with the provisions of Section 208.3 of the Civil Service Law. Deductions shall be consistent with dues check off.

### **3.6 Indemnity**

The P.B.A. shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability including attorney's fees which may arise out of or by reason of action taken by the Town for the purpose of complying with any of the provisions of this Article 3.

## **ARTICLE 4 ASSOCIATION BUSINESS**

### **4.1 P.B.A. Business**

The President of the P.B.A. shall be granted relief from all Police duties for a period of fourteen (14) days per year with pay to attend the P.B.A. business. At his option, he may transfer any of those fourteen days to another official of the P.B.A. to attend to P.B.A. business.

**4.2 Negotiating Sessions**

Two Police Officers from the Negotiating Team shall be entitled to a tour off during the period negotiating sessions are being conducted.

**ARTICLE 5  
SALARY AND WAGE INCREASES**

**5.1 Salary and Wage Increase**

The base salaries for Police Officers shall be as set forth in Exhibit A, which is attached hereto and made a part hereof.

**5.2 Longevity**

In the years 2001 and 2002, a Police Officer shall receive, in recognition of time in service (longevity), in addition to the amounts set forth in Exhibit A, on the anniversary date of his/her employment (starting date) with the Police Department, amounts as follows:

<u>Year of Employment</u>	<u>2001 Annual Amount</u>	<u>2002 Annual Amount</u>
1, 2, 3	\$ NONE	\$ NONE
4, 5, 6	\$ 750.00	\$ 800.00
7, 8, 9	\$1,500.00	\$1,600.00
10, 11, 12	\$2,250.00	\$2,400.00
13, 14, 15	\$3,000.00	\$3,200.00
16, 17, 18	\$3,750.00	\$4,000.00
19, 20, 21	\$4,500.00	\$4,800.00

For 2001, an additional \$750 will be paid for completion of every three years of additional service not included in the above chart.

For 2002, an additional \$800 will be paid for completion of every three years of additional service not included in the above chart.

**ARTICLE 5 A  
ASSIGNMENTS**

**5A. FIXED MIDNIGHT SHIFT**

1. The current four (4) squad rotating shift schedule shall be replaced with a Fixed Midnight Shift and revolving day shifts established pursuant to a Memorandum of Agreement dated June 12, 1992. //

2. The procedure for staffing the Midnight Shift shall be performed every year, and shall be as follows:

The Midnight Shift will be comprised, first with volunteers and thereafter with Police Officers starting with the lowest seniority on the roster. The P.B.A. acknowledges that, except where Seniority is a criterion, the staffing is the prerogative of Management, including the right to assign and/or re-assign Police Officers to the squads within the same shift. The foregoing shall be applicable for any decrease or increase in the staffing during the year.

3. Effective January 1, 2001, all Police Officers assigned to the Midnight Shift shall receive a ten (10%) percent pay differential for all compensated hours, including those hours worked on another shift, except that said ten (10%) percent pay differential will not be paid for days when the Officer is absent from work for Sick/Injury (L.O.D.), Personal Leave under Article 7.3 or Family Emergency Days.

All Police Officers normally assigned to the two rotating shifts, and who are assigned for less than one full pay period to the Midnight Shift, shall not receive a pay differential for hours worked on the Midnight Shift.

4. Due to the possible reduction in the number of permanent assignments to a squad, only one patrol Police Officer may be absent from a squad due to vacation at any one time (a

maximum of two from any working shift). The foregoing shall be applicable to the Midnight Shift only.

5. All Police Officers working the Midnight Shift or otherwise rotating, shall be assigned to training on a day off, which in no event shall be a Holiday. There shall be three (3) mandatory training days for all officers. The first and second days of said training shall be compensated by compensatory time. The third day shall be without compensation. There shall be fifteen (15) days written notice, provided to each employee, of such assigned training.

**6. NUMBER OF DAYS**

Effective January 1, 2001, all P.B.A. members, except Part-time Police Officers, will work the same number of days as do Police Officers assigned to Patrol in 2000.

**7. COMMUNITY POLICING**

Police Officers assigned to "Community Policing" shall receive a four (4%) percent differential for hours actually worked. A Police Officer assigned to "Community Policing" shall prepare his/her own schedule, subject to the approval of his/her superior officer, taking into account the needs of the Community Policing objective. Once said schedule is prepared and approved by the superior officer (at least one week in advance) any deviation ordered by his/her superior officer from this schedule will be compensated for in accordance with the applicable provisions of this contract. Any overtime will be approved by a superior officer. Such Police Officer shall work the same number of days as do other Police Officers.

**ARTICLE 6  
UNIFORMS**

**6.1 Uniform Replacement**

The Town agrees to furnish at its own cost to each Police Officer at the commencement of employment, all necessary and standard uniform equipment. Any item of clothing or equipment which is destroyed or damaged beyond repair in the line of duty shall be replaced by the Town without cost and without deduction for depreciation.

(a) Each uniformed Police Officer shall be issued two shirts and two pairs of trousers. The option shall remain with the uniformed Police Officer as to whether or not the issue be summer or winter uniforms.

(b) Police Officers shall receive a payment of \$800.00 per annum for purchase of the following equipment: flashlights, pens, socks, ties, notebooks, shoes and clipboards. This payment shall be payable to each Police Officer by the second pay period in January.

(c) Any Police Officer absent on January 1<sup>st</sup> of any calendar year due to a line-of-duty injury shall not receive any payment pursuant to the preceding paragraphs of this agreement, unless and until, he/she reports for duty in the same calendar year. Should such Police Officer fail to report for duty in the calendar year, he/she shall forfeit the equipment allowance as provided in the preceding paragraph for that calendar year.

**6.2 Uniform Laundering**

The Town shall pay the entire cost for laundering and/or dry cleaning of police uniforms. At least one and preferable two laundry facilities within the Town shall be designated for the purpose of providing this service. Plainclothes Police Officers and detectives who use personal clothing in the line of duty are also entitled to this benefit to the extent offered to uniformed members of the bargaining unit.

**6.3 Plainclothes Police Officers Clothing Allowance**

All Police Officers assigned to Plainclothes duty including Detectives shall receive an annual clothing allowance of \$425.00. Payment shall be made by the second pay period in January.

**ARTICLE 7  
VACATION AND HOLIDAYS**

**7.1 Vacations**

Vacation to which a Police Officer is entitled under this agreement shall be determined by the Police Officer's length of service, the length of service to be measured from the date of his/her employment (starting date) with the Police Department as follows:

<u>Years of Service</u>	<u>Days Vacation</u>
0 to 1 year minus one day	None
1 to 2 years minus one day	Fifteen (15)
2 to 6 years minus one day	Twenty (20)
6 to 10 years minus one day	Twenty-five (25)
10 to 15 years minus one day	Thirty (30)
15 or more	Thirty-five (35)

Vacations must be taken in blocks of either five consecutive working days, ten consecutive working days or fifteen consecutive working days. Fifteen consecutive working days shall be the maximum allowed for any one vacation schedule.

A Police Officer is permitted to take five (5) of his/her currently allotted vacation days, hereinafter referred to as "flex days", as individual days, provided however, that as a result thereof, no more than two (2) police officers are on vacation at any one time for any given tour.

Vacation days accrued pursuant to Section 7.2 may be taken as single days.

Each Police Officer shall advise the Chief of Police of his/her requested vacation schedule for the next ensuing year no later than December 1. The Chief of Police shall have full discretion in determining when such vacations may be taken. The Chief of Police shall post the vacation schedule for the next ensuing year no later than December 21 of the year next preceding the year in which the vacation is to be taken. This provision shall be observed with respect to any vacation to be taken pursuant to Section 7.4.

## 7.2 Holidays

- |                            |                         |
|----------------------------|-------------------------|
| 1. New Year's Day          | 7. Labor Day            |
| 2. M.L. King, Jr. Birthday | 8. Columbus Day         |
| 3. Lincoln's Birthday      | 9. General Election Day |
| 4. Washington's Birthday   | 10. Veteran's Day       |
| 5. Memorial Day            | 11. Thanksgiving        |
| 6. Fourth of July          | 12. Christmas           |

Any Police Officer employed on any of the aforementioned holidays shall have the option of receiving payment at the regular salary for such day or to receive an additional day of vacation in the calendar year in which the holiday fell or in the ensuing calendar year if the holiday falls in the second half of the calendar year, the latter at his/her further option. The Police Officer may elect the option of payment before the first pay period in June and/or the first

pay period in December and payment shall be made by the second pay period after the exercise of the option and shall be made, separate and distinct from the Police Officer's regular salary check.

### **7.3 Personal Leave**

(a) Personal leave is leave with pay for personal business, including religious observance without charge against any accumulated vacation overtime. Personal leave credits may not be used in place of or to extend vacation.

(b) Each Police Officer when in the Town service, shall be credited annually with six (6) personal leave days. Sergeants shall be credited with seven (7) personal leave days, and Lieutenants shall be credited with eight (8) personal leave days.

(c) Personal leave may be taken by a Police Officer only after prior application on departmental form. If requested with more than five (5) days notice, personal leave shall be granted without Special Report, providing there is sufficient personnel available (on straight pay or overtime basis) to ensure that there is adequate department staffing to provide for public safety.

(d) An emergency personal leave day shall be granted with a Special Report filed upon the Officer's return to duty. If the need for the personal leave day is of a highly confidential and personal nature, the member will indicate "confidential and personal" on the Special Report, with no further detail. In addition, the availability of manpower shall not affect such request.

(f) Effective January 1, 2002, earned personal days may be purchased at the rate of one day for each two days of unused personal leave. Officers may file for said personal leave



buyout during the first December payroll for payment during the second December payroll.

Personal leave buyout shall be filed in full day increments.

**7.4 Vacation Carryover, Personal Leave Day Carryover and Accruals for Police Officers Receiving Payment Pursuant to Section 207-c of the General Municipal Law**

1. If a member of the Department cannot take his scheduled vacation in the same year in which it is scheduled because of illness, such Police Officer may "carryover" the vacation and reschedule same for any time up to the following March 31<sup>st</sup>.

2. If a member of the Department is unable to take his scheduled vacation because of not being able to return to work during the year in which same was scheduled, he/she shall be allowed to "carryover" the vacation for a period of up to one hundred twenty (120) days after his/her return to full-time duty.

3. If such vacation cannot be rescheduled during a period mutually agreeable to the Chief of Police and the Police Officer within such 120-day period, such 120-day period shall be further extended, at which point the Chief of Police may designate precisely when the vacation shall be taken.

4. If a member of the Department cannot take his scheduled vacation in the same year in which it is scheduled solely because of a request of the Town (through the Chief of Police), such Police Officer may "carryover" such vacation entitlement into the following year, and may schedule same at any time during such year.

The rescheduling of such delayed vacation shall have preference over scheduling the following year's entitlements.

5. There shall be no "carryover" entitlements so far as unused or missed personal leave days.

## **7.5 Family Health Emergency**

(a) In the event of a serious health emergency with regard to any member of the family of a Police Officer of the Police Department, which emergency requires the presence of said Police Officer and will prevent his/her attendance at work, such Police Officer may, in the discretion of the Chief of Police or such other Police Officer as he may designate, be permitted up to three (3) days leave not chargeable against vacation, sick leave or personal leave, provided that the Police Officer conforms to the rules and procedures of the department with regard to notification and authorization of such requests. The granting of this leave shall be strictly limited to those serious emergencies which, in the sole discretion of the Chief of Police or such other officer as he may designate, require same. Proof as to the existence and nature of the emergency shall be submitted upon request. Family shall be defined as spouse, parent, parent-in-law, child or sibling.

(b) Effective the signed date of this agreement, family emergency days can be accumulated and may be taken as terminal leave at the end of the Officer's career. The maximum number of cumulative family emergency days which may be accumulated under this provision is sixty (60) days.

## **7.6 Death Leave**

Leave for the death of a member of the family of a Police Officer shall be five (5) days. A member of the family shall be defined as spouse, parent, parent-in-law, child or sibling.

**ARTICLE 8**  
**OVERTIME AND REGULAR PAY**

8.1 Effective January 1, 2002 all members shall be paid for earned overtime in cash or accrued overtime leave at the member's discretion, at the rate of time and one-half of base pay (including longevity pay) for all ordered overtime worked; any overtime worked in excess of eight (8) hours, not specifically ordered as overtime shall be compensated in cash or accrued overtime leave at the member's discretion at the rate of time and one-half. There will be no overtime paid for fractional hours. Accrued overtime leave earned under 8.1 may, at the member's discretion, be banked and used as time off or cashed in at the rate in effect when earned. Accrued overtime leave cashed in or used under this section shall be deducted in the order accrued.

8.2 Any Police Officer actually recalled to duty during his/her normal off-duty hours, including "before shift" call-in, shall be compensated a minimum of four (4) hours at the overtime rate. This payment shall include subpoena appearances at any and all criminal court proceedings and subpoena appearances before governmental and administrative agencies such as the State Liquor Authority and Motor Vehicle Department.

8.3 All Police Officers working overtime shall be entitled to a meal allowance of five (\$5.00) dollars for each four (4) hours of overtime work completed.

8.4 Any Police Officer whose regularly scheduled tour of duty is changed by a Superior Officer shall receive an additional four (4) hours straight pay for said tour of duty actually worked. This shall not include mutual "swapping" of tours of duty by the Police.

**8.5 Out of Title Pay**

(a) Where a sergeant has been designated by the Chief or his designee to act as a squad commander for more than ten (10) cumulative shifts per annum, the sergeant shall,

thereafter, be paid a differential of 7 ½% for each shift thereafter where the sergeant is required to act as a squad commander. It is understood that this differential applies solely to the senior sergeant on a shift.

(b) Where a Police Officer has been designated by the Chief or his designee to act as a detective for more than ten (10) cumulative tours per annum, the Police Officer shall thereafter be paid a differential of 7 ½% for each tour thereafter where the Police Officer is required to act as a detective.

## ARTICLE 9 COMPENSATORY TIME

9.1 Detectives shall receive as additional compensation five (5) days pay per annum, at his/her regular salary in effect on December 31 of the year in which accrued, in lieu of payment for "stand by time". Said payment shall be included in the salary check for the second pay period in January of the year after the year in which accrued. There shall not be apportionment for a part year worked.

9.2 Any accrued but unused compensatory days remaining at the time of retirement, for disability or otherwise, shall be paid to the retiring Police Officer at his/her then applicable regular salary.

9.3 There shall be a category of leave days to be referred to as "compensated time". Compensated time may be granted in instances where Police Officers perform duty, attend schools, etc. during periods other than normal scheduled tour of duty and where no overtime compensation is authorized. Compensated time may be taken only with the consent of the Police Officer's then Squad Commander or his/her (Squad Commander's) superior. The granting or

withholding of the compensated time day by the Squad Commander or his/her superior shall be at such person's sole discretion.

**9.4 Civil Summons**

Upon the full execution of the collective bargaining agreement, and in cases other than those in which an officer or the P.B.A. has commenced a proceeding against the Town, its officers, employees and/or agents, when an officer is required to attend before a Court upon the issuance of a civil subpoena with regard to an action or actions arising out of the course of the officer's employment with the Town as a police officer, he/she shall receive compensatory time on an hour-for-hour basis for all time required in court as a result of such summons. All such time required on a regular day off shall be compensated on an overtime basis and where such a subpoena requires attendance on a day when an officer is scheduled on duty, if necessary, his or her shift will be changed accordingly.

**ARTICLE 10  
HOSPITALIZATION AND MEDICAL PLAN**

**10.1 Obligation of Town**

The Town agrees to continue its practice of paying the full premium rate charged by the Health Insurance Carrier for individual subscriber's coverage. The Town shall continue to maintain group medical insurance coverage at the same minimum level of coverage as provided for by the Town in 1996 under the Agreement between the employer and the P.B.A. terminating December 31, 1998. Thereafter, the Town will substitute and maintain the Empire Plan (CORE plus enhancements) to all members of the bargaining unit as well as retirees and eligible family members from the bargaining unit who are receiving health insurance through the Town as of November 30, 1998 or who retire from the unit thereafter. It is understood that, should the Town

change health insurance carriers in 1998, co-pays, deductibles and amounts paid toward maximum out-of-pocket expenses under the previous health plan shall be credited toward co-pays, deductibles and amounts paid toward maximum out-of-pocket expenses for the Empire Plan. Upon conversion to the Empire Plan, in the case of members of the bargaining unit who have contracted or may in the future contract Lyme Disease, the Town agrees to cover any and all out-of-pocket medical expenses not covered by the Empire Plan, but covered by the previous plan, up to a maximum of \$50,000 per year per insured person with a maximum of \$100,000 per incident of Lyme Disease in any two year period. Further, upon conversion to the Empire Plan, in the case of members of the bargaining unit who have contracted or who may in the future contract Lyme Disease or other catastrophic illness or injury and that illness or injury is not covered under the Empire Plan, but was covered under the prior medical plan in effect prior to January 1, 1999, that person may appeal this lack of coverage to the Town Personnel Director who shall review and determine said application solely on the standards of coverage provided under the prior medical plan. In no event shall coverage be afforded that is in excess of that which was afforded under the prior medical plan. The determination of the Director of Personnel shall be reviewable under the grievance procedure of the collective bargaining agreement.

### **10.2 Vision Program**

The Town shall provide the same vision plan made available to the CSEA to all covered people. The Town shall pay for all eye glasses broken in the line of duty, not to exceed \$200.00.

### **10.3 Dental Plan**

The Town shall offer members of the bargaining unit the same dental plan made available to the CSEA to all covered people.

**ARTICLE 11**  
**GRIEVANCE, ARBITRATION, DISCIPLINARY AND OTHER PROCEEDINGS**

**11.1 Grievance Procedure**

A grievance shall be defined as a claim that the Town violated a provision of this Contract or a past practice of the department, and shall be resolved by use of the following procedure:

(a) Step One – Effective January 1, 2002, all grievances must be in writing and filed either by the affected employee or by the Association with the Chief of Police or Captain. The grievance must be filed within forty-five (45) calendar days after the employee and/or the Association knew or should have known of the occurrence which gave rise to the grievance. The grievance shall state the substance of the grievance and the contract provision and/or past practice alleged to have been violated. The Chief of Police or his/her designee, shall issue a written decision no more than fifteen (15) days after the filing of the grievance. At the time of the filing of a Step One Grievance, the grievant shall file a copy of said grievance with the Office of the Town Supervisor.

(b) Step Two – If the grievance is denied at Step One, the grievant may file a Step Two grievance in writing with the Town Police Commission (Attention: Town Supervisor) within thirty (30) days of the date that the Step One decision was due. The Town Police Commission shall issue a written grievance decision within thirty (30) days of receipt of the Step Two grievance.

(c) Step Three – If the grievance is denied at Step Two, the grievant may file a Demand for Arbitration within thirty (30) days of receipt of the written Step Two decision or within thirty (30) days of the date when said decision was due. The Demand for Arbitration shall be forwarded to the New York State Public Employment Relations Board and served upon the Office of the Town Attorney. The Demand for Arbitration shall state the substance of the grievance and the contract provision alleged to have been violated. The Arbitrator shall be selected and the arbitration shall be conducted in accordance with PERB rules and procedures in effect at the time of the filing of the Demand for Arbitration. The Arbitrator's decision shall be final and binding.

The arbitrator's fee shall be paid entirely by the loser of the arbitration except that any cancellation shall be paid by the party charged with cancellation.

(d) Any and all time limits set forth in this grievance procedure may be waived upon mutual written consent of the parties.

#### **11.2 Disciplinary Procedures**

Any and all disciplinary hearings held by the employer with regard to the discipline of any Police Officer shall be held before an independent hearing officer appointed by the parties after mutual consultation. If the parties are unable to agree with the selection of a hearing officer, a hearing officer shall be selected from a list of trial referees to be obtained from the Supreme Court, Rockland County.

### **ARTICLE 12 PROMOTIONAL LISTS**

To the extent possible under Civil Service Law and Regulations, the Town will endeavor to have all eligibility lists for promotion in the Department of the Police to have a life term of two (2) years.



**ARTICLE 13  
GROUP LIFE INSURANCE**

The same Group Life Insurance Plan as is presently in effect shall be continued.

**ARTICLE 14  
MANAGEMENT RIGHTS**

Except where expressly limited by a specific provision of this Contract, the Chief of Police shall have the sole and exclusive right to direct and manage the Department of Police, including but not limited to the following rights: to determine the composition and organization of the Department and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedule; to determine what work is to be performed by the Department, its place of performance and who is to perform it; to determine the assignments and job duties in his/her discretion; to determine the rules and regulations governing the Department; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all Departmental Operations are to be conducted; to determine reasonable standards of performance; and to determine practices and procedures for the efficient discipline and orderly operations of the Department; and from time to time to change any or all of the above determinations.

**ARTICLE 15  
SICK LEAVE**

**15.1** A Police Officer shall be entitled to sick leave for any period of time in which he/she is actually ill and unable to attend to his/her employment. The employer shall have the right to investigate the claim of illness and may also require from the Police Officer a certificate from a physician or dentist if said Police Officer is absent from work for a period of more than three (3) days, with respect to diagnosis, prognosis and anticipated period of illness.

15.2 In the event a Police Officer is requested to furnish a certificate from a physician or dentist and refuses and/or fails to do so as set forth herein, the Police Officer will not be paid for the alleged illness and may be subject to disciplinary proceedings. Disability due to pregnancy shall be treated in the same manner as any other disability.

## ARTICLE 16 RIGHTS OF POLICE OFFICERS

16.1 Members of the force hold a unique status as Public Officers in that the nature of their office and employment involves the exercise of a portion of the Police Power of the municipality.

16.2 The security of the community depends to a great extent on the manner in which such Police Officers perform their duty. Their employment is thus in the nature of a public trust.

16.3 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigation by superior officers designated by the Town. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the Force shall be at a reasonable hour, preferably when the member of the Force is on duty, unless the exigencies of the investigation dictate otherwise. If any time is lost, the member of the Force shall be given compensatory time.

(b) The interrogation shall take place at a location designated by the Chief of Police ordinarily at Police Headquarters or a location having a reasonable relationship to the incident alleged.

(c) The member of the Force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he/she should be so informed at the initial contact.

(d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(e) All members of the Force shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their constitutional, legal or contractual rights.

(f) The members of the Force shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with transfer or disciplinary action unless he/she refuses to answer proper questions as defined in Section (c) above. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the Force of the character of the discipline the department intends to impose nor from advising the member of Force that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charges. The individual's consent to disciplinary action shall not be binding in less than 24 hours after he/she is advised of the nature of such disciplinary action or its alternatives except in circumstances where there is danger to the public.

(g) The complete interrogatories of the member of the Force shall be recorded mechanically or by a department stenographer. There will be no "off the record" questions except by mutual consent of both parties. All recesses called during the questioning shall be recorded.

(h) If a member of the Force is under arrest or is likely to be, or if he/she is suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

(i) In non-criminal cases where infractions are nevertheless of a serious character, the individual shall have an opportunity to consult within 24 hours with his/her counsel and/or Association representative, if he/she so requests, before being questioned. This clause is not to be interpreted in such a manner as to prevent questioning of individuals by superiors with respect to their conduct in the normal course of business, and will not generally apply to questioning by officers below the third level of supervision (e.g., sergeants and lieutenants). No representative provided by the P.B.A. shall act in such capacity while on duty.

It is understood that the rights herein granted will not be used to unduly delay the expeditious disposition of investigations of conduct.

(j) Any disciplinary action taken against a Police Officer by the Department shall be subject to review under Article 11.

#### **ARTICLE 17 PROFESSIONAL SCHOOLING AND TRAINING**

In selecting individuals for further training and education, factors relevant to departmental needs will be the basis for selection in relation to the particular type of schooling under consideration. It is the purpose and intent of this Clause to give available training and educational opportunities on as broad a basis as possible, consonant with the aforementioned.

#### **ARTICLE 18 TUITION AND JOB RELATED SCHOOLING**

The Town agrees to reimburse any Police Officer for tuition for a police-related course intended to improve police performance, and only after approval by the Police Commission.

These courses will be approved on the undergraduate level only. In the event the Police Officer fails or does not complete the course, he shall reimburse the Town for the tuition advanced.

**ARTICLE 19  
SQUAD DELEGATE**

The Ramapo P.B.A. squad delegate who is on duty when a Town of Ramapo P.B.A. meeting is being held, shall be permitted to attend said meeting. It is understood that in the event of an emergency, he/she will respond to same, if necessary.

**ARTICLE 20  
SAVINGS CLAUSE**

Should any term or provision of this Contract be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Town, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Contract will continue in full force and effect.

**ARTICLE 21  
ENTIRE AGREEMENT AND REOPENER**

The Town shall not be bound by any obligation or requirement that is not specifically set forth in this Contract. Neither the Town nor the P.B.A. will be required to negotiate on any matters or subjects, whether or not covered by this Contract, prior to one hundred eighty (180) days before the termination date of this Contract. However, the parties may, by mutual agreement, modify, delete or add to the provisions of this Contract during its term; but no such supplemental agreement or understanding will be binding on the parties unless approved in writing by the Town Supervisor and the P.B.A.

**ARTICLE 22  
STATUTORY PROVISION**


It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 23  
TERMINATION AND MODIFICATION**

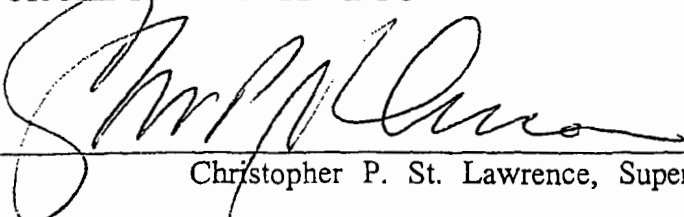
THIS CONTRACT shall be effective as of the first day of January, 2001 and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2002. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the termination date or anniversary thereof, that it desires to terminate or modify this Contract.

IN WITNESS WHEREOF, the TOWN and P.B.A. by their duly authorized representatives, have executed this CONTRACT on the 28<sup>th</sup> day of December, 2001.

FOR THE RAMAPO POLICE BENEVOLENT ASSOCIATION

  
\_\_\_\_\_  
Gregory Whalen, President

FOR THE TOWN OF RAMAPO

  
\_\_\_\_\_  
Christopher P. St. Lawrence, Supervisor

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ROCKLAND )

On this 28th day of December, 2001, before me personally came CHRISTOPHER P. ST. LAWRENCE, to me known, who, being by me duly sworn, did depose and say that he resides at 48 Wesley Chapel Road, Suffern, New York 10901; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

*Michele Lowy*

Notary Public MICHELE LOWY  
Notary Public, State of New York  
No. 01LO5069770  
Qualified in Rockland County  
Commission Expires Dec. 2, 2002

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ROCKLAND )

On the 28th day of December, 2001, before me personally came GREGORY WHALEN, to me personally known, and known to me to be the President of the Ramapo Police Benevolent Association while negotiations of the foregoing instrument was conducted, and known to me to be the individual described in and who executed the foregoing instrument in the Association name of the Ramapo Police Benevolent Association, and he duly acknowledged to me that he executed the same for and in behalf of the Association.

*Michele Lowy*  
Notary Public

MICHELE LOWY  
Notary Public, State of New York  
No. 01LO5069770  
Qualified in Rockland County  
Commission Expires Dec. 2, 2002

# Ramapo Police Salary Schedule

## Exhibit A

	12/31/00	1/1/01	1/1/02
	Base	@3.50%	@3.75%
Grade 5 non-certified	\$29,540	\$30,574	\$31,721
Grade 5 certified	33,760	34,942	36,252
Grade 4	42,313	43,794	45,436
Grade 3	61,751	63,912	66,309
Grade 2	67,024	69,370	71,971
Grade 1	76,117	78,781	81,735
Detective 3 and Youth Officer	86,634	89,698	93,095
Detective 2	86,934	89,998	93,395
Detective 1	87,234	90,298	93,695
Sergeant	87,534	90,598	93,995
Detective Sergeant	92,787	96,035	99,636
Lieutenant	100,664	104,187	108,094
Detective Lieutenant & Admin. Lt.	106,703	110,438	114,579
Police Officer Part-time (per hour)	\$ 13.00	\$ 13.46	\$ 13.96

### NOTES:

Sergeant's annual pay is established at fifteen percent (15%) above First Grade Officer's pay.

Lieutenant's annual pay is established at fifteen (15%) above Sergeant's pay.

Detective First Grade annual pay is established at \$300 below Sergeant's pay.

Detective Second Grade annual pay is established at \$300 below Detective First Grade.

Detective Third Grade annual pay is established at \$300 below Detective Second Grade.

Part-time Police Officers receive no benefits other than hourly pay.