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Title: **Pelham, Village of and Police Benevolent Association of Pelham Manor (2001)**

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POL / 7718

AGREEMENT
BETWEEN
VILLAGE OF PELHAM MANOR
AND
POLICE BENEVOLENT ASSOCIATION OF PELHAM MANOR

JUNE 1, 2001 - MAY 31, 2004

RECEIVED

OCT 17 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

26 employees

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AGREEMENT made and entered into this 10 day of 30, 2001 by and between the Village of Pelham Manor, a political entity, hereinafter referred to as the "Employer" and the Police Benevolent Association of Pelham Manor, hereinafter referred to as the "Association."

ARTICLE I - UNIT

Section 1: This Agreement shall apply to all full-time employees in the Police Department in the Village of Pelham Manor employed in the classification of Patrolman, Sergeant and Detective Sergeant.

ARTICLE II - RECOGNITION

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

Section 2: The Employer agrees that, upon presentation of dues deduction authorization cards signed by the individual employees to whom this Agreement applies, it will make monthly deductions from such employees' wages in the amounts so designated on the authorization cards as membership dues deductions. The Employer further agrees it will remit such deductions to the Association, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. If the employee has no pay or insufficient pay coming on the week that the deduction is made, the employee shall have the responsibility of making that week's payment directly to the Association.

Section 3: The Association collectively and each of its individual members has affirmed that it (and they) will not, at any time, engage in a strike against the Employer or cause, instigate, encourage or condone a strike.

Section 4: The Association shall have the right to post notices and other communications on a bulletin board installed on the premises and facilities of the Employer at a location approved by the Employer. Such notices shall be subject to the approval of the Chief of Police as to the contents thereof, which approval shall not be unreasonably withheld.

in the Pelham court and who complete their duties within the first hour may be required, at the Chief's discretion, to remain on duty for the balance of the time remaining in said four (4) hour period.

ARTICLE VI - HOLIDAYS

Section 1: There shall be thirteen (13) paid holidays, whether worked or not, as follows: January 1st, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day.

These holidays shall be paid in one lump sum in the first payroll period in December in each year. Newly-hired employees shall be paid only for those holidays occurring after their date of hire. Employees whose employment with the Employer ceases for any reason shall be paid only for those holidays occurring on or before the date their employment ceases for which they have not previously received payment.

Section 2: Employees who are required to work on Memorial Day, the Fourth of July, Thanksgiving Day, Christmas Day (December 25) or New Year's Day (January 1st) shall receive regular pay plus an additional day's pay in addition to the holiday pay provided for in Section 1 above.

Section 3: The basis for calculation of holiday pay shall be the same basis as determining overtime pay. Longevity payments are to be included as part of the annual base salary for the purpose of determining holiday pay under this Article VI.

ARTICLE VII - VACATIONS

Section 1: The following vacation schedules shall apply:

1 year of service	12 working days
2 years of service	14 working days
3 years of service	15 working days
4 years of service	16 working days
6 years of service	20 working days
11 years of service	21 working days
12 years of service	22 working days
15 years of service	23 working days

16 years of service	24 working days
18 years of service	25 working days

Section 2: Notwithstanding the foregoing, employees with less than one (1) year of service shall accrue vacations at the rate of five-sixths (5/6) work day for each full month of continuous service completed as of the end of the calendar year of hire with a minimum vacation of five (5) working days for employees hired between June 30th and December 31st. However, no employee shall be entitled to take any vacation accrued hereunder until after six (6) months of satisfactory service has been completed.

Section 3: The existing four (4) additional vacation days for Sergeants shall be continued for the life of this Agreement. However, with respect to employees hired on or after June 1, 1986 and who are thereafter promoted to the rank of sergeant and above, such employees shall receive the maximum number of vacation days set forth in the schedule in Section 1 above.

Section 4: Vacation days cannot be accumulated from one year to the next.

Section 5: The scheduling of vacations and the question of splitting vacation time shall be matters of discussion between the Association and the Police Chief. The Village Administrator shall resolve remaining differences.

Section 6: Vacation schedules shall be so arranged that vacation days shall immediately follow or precede normal days off. Normal days off shall not be counted as vacation days.

Section 7: Employees who resign shall give the Employer two (2) weeks' written notice of such resignation. Employees who resign without giving the required notice shall forfeit any accrued vacation pay.

Section 8: When one or more sick days under Article XVI, Section I below fall during an employee's vacation, such employee shall receive only vacation pay pursuant to this Article VII for each such day.

Section 9: The qualifying date for vacations for all employees hired after June 1, 1982 shall be December 31st of the preceding calendar year. Vacation eligibility for all such employees shall be determined by the employee's continuous and uninterrupted service with the Village from the time of hiring (original hire or latest hire, whichever is later). A rehiring of such employee within one (1) year shall not be deemed to interrupt continuity of employment for purposes of this Article VII.

Section 10: Any employee shall have the option to accept not more than five (5) working days' vacation in cash in lieu of time off with pay if the same is offered by the Village.

Section 11: No more than two (2) sergeants shall be on vacation at the same time during the period from December 15th to December 31st unless by mutual agreement between the Employer and the employee(s). The same shall apply with respect to not more than one (1) detective and to not more than one (1) patrolman per tour.

Section 12: Vacations of any employee absent from work more than sixty (60) calendar days during a calendar year (except for employees injured in the line of duty) shall be on a pro-rated basis.

ARTICLE VIII - HOSPITAL & WELFARE COVERAGE

Section 1: The Employer will pay the full cost of the present health insurance plan. Additional benefits purchased heretofore by some of the employees may be retained on a payroll deduction basis. However, employees hired on or after June 1, 1980 shall pay twenty-five percent (25%) of the total premium for individual coverage and thirty-five percent (35%) of the difference between such premium for individual coverage and the total premium for family coverage until such time as they reach Patrolman-1st Grade.

Section 2: Payments by the Employer under any provision of this Agreement or any other written agreement between the parties shall be made only for retirees who were active Village employees as of the execution date of this Agreement (or of any successor Agreement) and shall be made only during the term of said Agreement.

Section 3: For bargaining unit employees who were employed by the Village as of June 1, 1987 and who retired under Article XIX on or before September 1, 1990, the Village will contribute one hundred percent (100%) of the health insurance plan premium for individual coverage. For family coverage under said health insurance plan, the Village will contribute fifty percent (50%) of the premium during the employee's retirement.

Section 4: Employees covered by any health insurance plan designated by the Employer pursuant to Section 5 below, at such employee's option, who are also covered by an equal or better health insurance plan may notify the Employer in writing on a form prepared by the Employer that they are electing to decline and waive all or part of the Employer-paid health insurance coverage for which they are and would continue to be eligible during the next twelve (12) months. The Employer will then pay such employee by

December 15th fifty (50) percent of the premium costs the Employer would have incurred during the twelve (12) months beginning on said December 1st absent such declination and waiver by the employee.

It is further agreed by the parties that any employee who elects to receive a cash payment hereunder may, at any time during said twelve (12) month period for which said payment was made in advance to him/her, send written notice to the Employer that he/she wishes to resume health insurance coverage by the Employer's carrier. In such event, the Employee's coverage by the Employer's carrier shall begin as soon as possible, and the Employer shall make premium payments on behalf of Employees eligible for COBRA coverage during any waiting period provided the employee repays to the Employer the pro-rated portion of the cash payment previously received hereunder.

The Employer will allow employees to waive and decline coverage during said twelve (12) month period in which case pro-rated cash payments shall be made to such employees. The same shall apply to employees whose coverage status changes from single to family during said twelve (12) month period and who wish to decline and waive the additional coverage for the remainder of the twelve (12) month period. Finally, employees who have received cash payments for declining and waiving family coverage hereunder and who become ineligible for family coverage during said twelve (12) month period shall repay to the Employer the pro-rated portion of the cash payment previously received hereunder for said waiver.

Section 5: The Employer shall have the right to switch health insurance plans provided such new plan provides benefits at least comparable to the benefits being provided by the present health insurance plan and, provided further, that the Employer sends ninety (90) days' advance notice to the Association together with a copy of the new proposed plan for review.

Section 6: Effective June 1, 1996, the Employer shall contribute up to a maximum of five hundred and twenty-five dollars (\$525.00) per contract year per employee to a dental plan towards individual or family coverage (depending upon the particular employee's status). This maximum shall be increased to six hundred dollars (\$600.00) effective June 1, 1997.

Section 7: Payments, if any, during the term of this Agreement for employees actively employed as of the execution date of this Agreement now or hereafter made by the Village to retired employees (pursuant to Article VIII, Section 1 or any written agreement between the parties) for health insurance coverage shall cease if the retired employee is or becomes covered by another employer's health insurance program providing

at least the same basic coverage. The Employer may require the retiree, as a condition to entitlement to such payments, to submit affidavits at appropriate intervals that he/she is not covered by another employer's health insurance program providing at least the same basic coverage. If the retired employee can demonstrate to the Village either that such employment has ceased or that the same basic coverage is no longer being provided by the other employer, the Village's payments shall then resume.

ARTICLE IX - PENSIONS

Section 1: The employees in the bargaining unit may enroll in the twenty (20) year non-contributory Pension Plan under the New York State Patrolmen's and Firemen's Retirement System.

Section 2: The Employer will provide the additional benefit of Section 302-9d, which is known as the final year average for those employees employed before July 1, 1973.

Section 3: If an employee chooses immediately to receive the lump sum payments due to him or her for accrued but unused vacation and/or holiday pay under this Agreement, the Employer must make such payment within thirty (30) days after the effective date of the employee's retirement.

Section 4: Upon service retirement or upon a retirement qualifying for accidental, ordinary or job-related disability, an employee shall receive a total of six (6) days' termination pay at the then-prevailing rate of straight-time pay with such payment to be attributable to two (2) days for each of the employee's three (3) years immediately preceding such retirement and with such payment to be made within a reasonable time after the employee's last day worked for the Village.

ARTICLE X - LIFE INSURANCE

Section 1: Effective June 1, 1996, the Employer shall contribute up to a maximum of one hundred ninety dollars (\$190.00) per employee per contract year to purchase a life insurance policy at least in the sum of one hundred thousand dollars (\$100,000) for each member of the bargaining unit.

ARTICLE XI - FUNERAL LEAVE AND EXPENSES

Section 1: In the case of the death of a member of the immediate family of an employee, the employee shall be granted a leave of up to four (4) consecutively scheduled work days, which shall be taken between the date of the death and the day of the funeral. For this purpose, the immediate family shall consist of persons having a current relationship to the employee of father, mother, spouse, brother, sister, son, daughter, step-child, step-parent, mother-in-law and father-in-law of the employee, whose funeral is attended by the employee. In addition to the foregoing, in the case of the death of the employee's grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law or sister in-law, the employee shall be granted leave of one (1) work day if necessary to attend the funeral. No funeral leave pay shall be paid when it duplicates pay received for time worked for any reason.

Section 2: The Employer shall pay all reasonable funeral expenses but not exceeding four thousand dollars (\$4,000.00) of an employee who dies in the actual performance of duty.

ARTICLE XII- EDUCATION ASSISTANCE

Section 1: The Employer shall reimburse employees for tuition and textbook expenses upon the successful completion of an approved course or courses in police science. The Chief of Police shall determine the suitability of the course or courses as being related to police science and any disagreements between the Chief and the employee shall be resolved by the Village Administrator. Approved police science courses undertaken shall be limited to a baccalaureate or masters program.

Section 2: If a payment has been received from any governmental program for any courses covered by this Article XII, the Employer shall pay the balance, if any, after deduction of the other payments. If eligible to participate in any such education program, the police officer shall apply for payment under such program before submitting a voucher or request to the Employer for reimbursement under this Article XII.

Section 3: In the event an employee resigns (exclusive of retirement) prior to expiration of three (3) years following the successful completion of any course under Section 1 above, any tuition and textbook expenses paid by the Employer hereunder during said three (3) year period shall be refunded to the Employer.

ARTICLE XIII - TRANSFER CLAUSE

Section 1: Employees with prior service in the police department of another municipality in New York State may add such service to their service in the Police Department of Pelham Manor for the purpose of calculating eligibility for pensions to the extent permitted by applicable law.

ARTICLE XIV - SAFETY

Section 1: The Employer will utilize reasonable diligence in maintaining automotive equipment in safe condition and the employees will utilize reasonable prudence in operating such equipment in safe manner.

ARTICLE XV - LEAVE FOR ASSOCIATION BUSINESS

Section 1: The President, Vice President or Secretary-Treasurer of the Association may be granted up to a total of seven (7) days' leave per year among them for the purpose of attending conventions or other appropriate Association business.

ARTICLE XVI - SICK AND PERSONAL LEAVE

Section 1: Sick leave for justifiable reasons shall continue to be paid as has been done in the past for the duration of this Agreement. The Association recognizes the importance of sick leave and the obligations of the employee, as well as the advantage to him or her, to utilize it only when incapacitated for the performance of duty by sickness. The Association, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave.

Section 2: All reports of illness requiring absence from work must be made to the officer in charge and must be made by the employee involved. Any employee absent because of sickness shall notify the Employer thereof on each day he or she was scheduled to work as early as possible before his or her scheduled reporting time. Upon request by the Employer, the employee shall make every effort to take any sick leave requested under Section I above for elective surgery at a time designated by the Employer.

Section 3: To be eligible for any payments under Section I above, an employee must furnish to the Employer, upon request, a physician's written statement that

all days of sick leave beyond the second consecutive working day were necessitated by a specific illness and certifying to his or her fitness for duty. If requested to do so, employees must provide such a physician's statement within a reasonable period of time (not to exceed ten [10] calendar days) after the request. The Chief (or the officer in charge) may waive the requirement of a physician's statement provided he or she has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary.

Section 4: Employees whose excused days because of sickness demonstrate a pattern of absences (including, without limitation, absence on particular days of the week or immediately following or preceding days off for any reason) are subject to appropriate sanctions. Employees suspected of abusing sick leave privileges in the fashion described herein may be required to submit a physician's certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee of his or her questionable sick leave record. If the employee's sick leave record continues to be questionable, the employee will be advised in writing that all future requests for sick leave must be supported by a physician's statement.

Section 5: Employees who are employed for the full calendar year and who have taken zero (0) or one (1) sick days during said calendar year shall receive a lump sum attendance bonus of eight hundred dollars (\$800) for zero (0) sick days taken or four hundred dollars (\$400) for one (1) sick day taken. Such attendance bonus shall be paid on or before January 15th of the next succeeding calendar year.

The intent of this provision is to reward individuals who have outstanding attendance records. Absences due to line of duty injuries (other than those for which the employee has applied for and is determined to be covered by General Municipal Law Section 207-c) shall not be treated as sick leave for purposes of this Section 5 unless those absences, when added together, exceed four (4) months or more during said calendar year. Employees who are relieved of duty due to illness or injury during a shift shall not be charged with a sick day for purposes of this Section 5.

Section 6: Five (5) days' personal leave shall be granted to each member of the bargaining unit each contract year after prior notice to the Chief of Police of the purpose of the leave. However, employees hired after June 1, 1980 shall receive either (i) two (2) days' personal leave during the period from the completion of six (6) months' employment through the following May 31st if hired between June 1st and December 31st or (ii) four (4) days' personal leave during the next succeeding contract year starting on June 1st after their date of hire if hired between January 1st and May 31st of which two (2) days' leave shall be available as soon as they have completed six (6) months' employment and the

remaining two (2) days shall be available during the period after completion of one (1) year's service through the next following May 31st. Emergencies that may arise may, in the judgment of the Chief, warrant additional personal leave. Applications for personal leave must be requested by the employee at least seventy-two (72) hours in advance of the time requested in order for the Chief to arrange work coverage. In cases of emergency, such advance notice may be waived by the Chief.

Section 7: Personal leave is not intended for use in conjunction with vacations. No more than one (1) personal leave day shall be taken in any eight (8) hour shift (this requirement may be waived by the Chief of Police) and, in cases of conflicting requests for personal leave between or among employees on the same shift, such leave shall be granted in order of time requested.

Section 8: Personal leave shall not be cumulative from one year to the next except where (i) an employee has not requested at least one (1) personal leave day by the end of a contract year or (ii) an employee's personal leave request is denied by the Village on the ground(s) that operational or manpower needs and/or the need to provide adequate coverage prevent the granting of such leave prior to the end of the contract year. With respect to each such exception, such personal leave must be taken within two (2) calendar months after the end of the contract year.

Section 9: Personal leave applications hereunder will normally be granted unless the Employer determines that operational or manpower needs and/or the need to provide adequate coverage preclude them. In addition, no personal leave shall be granted on any of the holidays listed in Article VI, Section 2 above.

Section 10: Employees covered by this Agreement who are employed as of May 31st shall receive a bank of seven (7) chart days during the contract year beginning on the June 1st immediately following. Chart days shall be granted on a first come first served basis. Chart days may only be denied if the granting of the day would result in the payment of overtime. No cash value shall accrue for chart days. Chart days may not be carried over to the next contract year.

ARTICLE XVII - MISCELLANEOUS

Section 1: Employees with military service during World War II which predates their employment in the Police Department of Pelham Manor may purchase credit for such service from the New York State Retirement System for the purpose of augmenting service for retirement.

Section 2: An employee who is served with departmental charges and simultaneously prosecuted criminally for the same violation shall not be tried administratively without his or her consent until the criminal action has been completed or a reasonable period of time of not less than six (6) months has passed since such service.

Section 3: Upon request and by appointment with the Chief, an employee may review his or her personnel file and/or any files containing- civilian complaints relating to such employee. The files are to remain in the Village Hall during such inspection. The employee shall be allowed to place in such file a statement responding to, or commenting on, anything contained therein.

Section 4: Where an employee has been notified by the Department that he or she is under investigation (except for criminal charges), the employee shall be notified promptly upon the completion of such investigation as to the results thereof.

Section 5: Employees shall be provided with, and shall participate in, firearms training during normally scheduled on-duty time, except that the Chief of Police may schedule employees to participate on off-duty time, in which case said employees shall be entitled to overtime pay. All employees are encouraged to participate in such firearms training by the Association and the Employer.

Section 6: The Employer shall continue to provide for work uniforms for members of the bargaining unit. The maximum uniform allowance shall be five hundred and fifty dollars (\$550) effective June 1, 1996, and six hundred dollars (\$600) effective June 1, 1997. In addition to this uniform allowance, bargaining unit members shall receive a uniform cleaning and maintenance allowance of two hundred and twenty-five dollars (\$225.00) per contract year. Said sum shall be paid in cash to each police officer and not credited as an allowance.

Section 7: Employees out on non-line of duty sick leave or disability for six (6) months or more as of the start of any contract year shall receive a pro rata amount of the allowance set forth in Section 6 above.

Section 8: Nothing contained in this Agreement will prohibit the Employer from making reasonable job reassignments and/or reasonable accommodations where such are necessary to comply with the requirements of the Americans With Disabilities Act.

Section 9: Employees who have been employed for at least one (1) year and who have worked at least one thousand two hundred and fifty (1,250) hours for the Employer within the preceding twelve (12) months are eligible to receive up to twelve (12)

workweeks of unpaid family/medical leave as more fully provided in the Family and Medical Leave Act of 1993.

Requests for family/medical leave must be presented in writing thirty (30) days before the anticipated leave date or, where that is not possible, as far in advance as possible.

Employees must use any accrued or accumulated paid vacation leave or personal leave as part of and before taking any such unpaid family/medical leave.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1: Any dispute arising concerning the interpretation or application of the terms of this Agreement shall be processed in accordance with the following procedure.

Section 2: A grievance of an employee or employees shall be presented by the Chief Committeeman to the Chief of Police for resolution. Grievances must be filed within thirty (30) calendar days after the facts giving rise to the grievance were discovered by the employee or the Association.

Section 3: In the event that such grievance is not resolved within five (5) business days of presentation, it shall then be submitted within ten (10) business days of such presentation, in writing, to the Village Administrator for resolution.

Section 4: In the event that such grievance is not resolved within ten (10) business days of presentation to the Village Administrator, it shall then be presented to the Board of Trustees within twenty (20) business days of submission to the Village Administrator.

Section 5: In the event that such grievance is not resolved within thirty (30) days of presentation to the Board of Trustees, it may then be submitted to either party to binding arbitration before an impartial arbitrator. The impartial arbitrator shall be designated by the parties, alternatively, depending upon their availability, from among William Babiskin, Herbert L. Haber, Janet Spencer and Carol Wittenberg in that order.

Section 6: It is the intent of the parties that the special four-person arbitration panel named in Section 5 above shall be continued as a permanent panel and, further, that each such individual arbitrator named shall continue to serve during this Agreement and all successor agreements unless and until he or she dies or submits his or her

resignation in writing or the parties mutually agree to drop or replace such arbitrator. In such event, he or she shall be replaced upon the permanent panel by Benjamin Wolf and Maurice Benewitz in that order.

Section 7: The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than thirty (30) calendar days after the close of the hearing. Failure of the arbitrator to render his or her award within the prescribed time shall not nullify the award.

Section 8: Only one grievance arising out of the same incident, occurrence or event may be submitted to each arbitration hearing, unless the parties agree to the contrary.

Section 9: No grievance settlement or arbitration award shall be retroactively effective to a date more than thirty (30) calendar days before the first presentation of the grievance under Section 2 above.

ARTICLE XIX -- G.M.L. SEC. 207-c

Section 1: In order to better manage the administration of disability benefits for its police officers and ensure that officers who are entitled to such benefits receive them, the following policy will be implemented. A failure to comply with these procedures may result in the denial of benefits.

Section 2: Definitions

(a) General Municipal Law Section 207-c (GML Section 207-c) - The provision of the General Municipal Law which provides full salary and medical expenses to an officer who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.

(b) Chief - Shall mean the Chief of Police or any individual designated by him/her.

(c) Applicant - Any police officer making application for benefits under GML Sec. 207-c.

(d) Light Duty - Such duty as is determined by the Chief to be performable by officers with some degree of disability.

Section 3: Application for Benefits

(a) No application for disability benefits shall be considered unless a written incident report has been filed with the Chief within twenty-four (24) hours of the incident which gave rise to the disability.

The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the twenty-four (24) hour time limit may be excused by the Chief in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

(b) The application for benefits will be made on a form provided by the Department and must be submitted to the Chief's office within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must set forth fully: (1) the time and place where such injury occurred; (2) a detailed statement of the facts and circumstances which led to the claimed disability; (3) the nature and extent of the applicant's injury including reports from all doctors or medical personnel by whom the officer was examined or treated; (4) the alleged incapacity suffered by the officer and (5) the names of any witnesses to the incident which gave rise to the claimed disability.

(c) The Chief shall have exclusive authority to determine all applications for benefits. The Chief shall review each application and have full authority to: (1) require the applicant to submit to medical tests and examinations; (2) require sworn statements for the applicant and all witnesses and (3) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.

Section 4: Determinations

A determination will be made by the Chief within thirty (30) days of the date of receipt of the application. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed which are determined to have resulted from the injury will be recredited to the officer.

(a) An officer deemed to be entitled to disability benefits will advise the Chief in writing of any change in his or her status *i.e.*, any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least on a monthly basis even if there is no change in status. The report will state: (1) the status of the injury; (2) the name of any doctor or other medical

personnel who examined or treated the officer during that period of time; (3) the treatment prescribed; (4) the estimated length of the recovery period and (5) whether the officer is capable of performing any work for the Department despite his/her injury.

(b) An officer receiving Section 207-c benefits will submit to such medical examinations as are required by the Chief. Upon receipt of a medical report certifying that the officer may perform full duty or light duty, the officer will return to duty if so ordered by the Chief. A officer who refuses to return to work after certification of fitness for duty forfeits any right to GML Sec. 207-c benefits and may be subject to discipline. An officer may, however, seek review of the determination of fitness for duty as provided below.

Section 5: Review of Determinations

An officer who (a) has been denied disability benefits upon proper application, or (b) is determined to no longer be entitled to such benefits or (c) has been determined to be fit to return to full duty or light duty status, may appeal the Chief's determination, in writing, within ten (10) days of receipt of the Chief's determination to the Village Administrator. The appeal shall set forth the Chief's determination, all relevant facts and the reason the Chief's determination should be changed. The Village Administrator will render a determination, in writing, within ten (10) work days of receipt of the officer's appeal.

In the event that the officer disagrees with the determination of the Village Administrator, he or she may request a hearing within ten (10) days of the receipt of the Village Administrator's determination.

The hearing will be held before the Village Board or its designee. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The officer appealing the determination may be represented by counsel or a union representative. The officer may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

If a hearing officer is designated by the Village Board, he or she will prepare findings and recommendations which will be submitted to the Village Board for its final determination. The final determination of the Village Board will be made as soon as is practicable after the close of the hearing or upon receipt of the hearing officer's report.

The final determination of the Village Board may only be reviewed as provided for in Article 78 of the New York Civil Practice Law and Rules.

Section 6: Payment of Medical Services

No bills or claims for medical services rendered pursuant to GML Sec. 207-c shall be paid unless the following procedure is complied with:

(a) Except in the case of an emergency, an employee receiving disability benefits shall obtain prior permission from the Chief before incurring any expense for medical services alleged to be related to the disability. In the event of an emergency, the Chief shall be notified within twenty-four (24) hours of the time the officer received treatment.

(b) On each bill or claim for medical services the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

Section 7: General Provisions

(a) Officers receiving benefits under GML Sec. 207-c shall refrain from any activity which is inconsistent with their disabled status. Officers receiving disability benefits will not engage in outside employment.

(b) Officers receiving GML Sec. 207-c benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(c) Officers who fail to comply with this procedure forfeit their rights to disability benefits. Any such forfeiture is subject to review as provided above.

ARTICLE XX - DURATION

Section 1: This Agreement shall be effective June 1, 2001 and shall continue through May 31, 2004.

Section 2: Notice concerning negotiation of a new Agreement shall be given pursuant to the terms of the Taylor Act.

Section 3: In accordance with Section 204-a(1) of the Civil Service 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 by providing the

SCHEDULE A

	1.	<u>WAGES</u>		
	06/01/01	06/01/02	06/01/03	
Sergeant Det.	\$81,321	\$84,371	\$87,535	
Sergeant	\$77,882	\$80,802	\$83,833	
Patrolman Det.	\$72,725	\$75,452	\$78,282	
First Grade	\$68,744	\$71,322	\$73,996	
Second Grade	\$62,322	\$64,659	\$67,084	
Third Grade	\$55,903	\$58,000	\$60,175	
Fourth Grade	\$49,487	\$51,343	\$53,268	
Fifth Grade	\$33,723	\$34,988	\$36,300	
Recruit*	\$24,525	\$25,445	\$26,399	

* where a newly-hired officer starts with recruit training school.

2. LONGEVITY

In addition to the applicable wage scale set out above, longevity shall be made to eligible employees according to the following schedule:

<u>Consecutive Years of Service Completed</u>	<u>Longevity (Cumulative)</u>
ten (10) years	\$750
fifteen (15) years	\$1,250
nineteen (19) years	\$1,250

additional funds therefore shall not become effective until the appropriate legislative body has given approval.

VILLAGE OF PELHAM MANOR

BY:  _____

POLICE BENEVOLENT
ASSOCIATION OF PELHAM MANOR

BY:  _____