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AGREEMENT

between the

VILLAGE OF HIGHLAND FALLS

and the

**HIGHLAND FALLS
PATROLMEN'S BENEVOLENT ASSOCIATION, INC.**

(FULL-TIME DISPATCHERS)

JUNE 1, 2001 THROUGH MAY 31, 2004

RECEIVED

JUN 13 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Highland Falls FT Disp 2001-2004 Agr

Signature

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PREAMBLE

This Agreement made and entered into this ____ day of _____ 2003 by and between the **VILLAGE OF HIGHLAND FALLS** and the **HIGHLAND FALLS PATROLMEN'S BENEVOLENT ASSOCIATION, INC.**, representing all Full-time Police Dispatchers.

ARTICLE I

DEFINITIONS

A. For the purposes of this Agreement, the following terms shall be defined as follows:

1. **Village** - shall mean the Village of Highland Falls the Village Board of said Village, or any designated representative thereof.
2. **PBA** - shall mean the Dispatchers within the Highland Falls Patrolmen's Benevolent Association, Inc.
3. **Dispatchers** - shall mean any full-time Civil Service Dispatcher of the Police Department of the Village of Highland Falls.
4. **Tour of Duty** - shall mean five (5) consecutive calendar days on, followed by two (2) consecutive calendar days off on the same tour of duty, except as set forth in this Agreement.
5. **Overtime** - shall mean any work in excess of eight (8) consecutive hours per day.

ARTICLE II

STATEMENT OF POLICY

It is the policy of the Village to continue harmonious and cooperative relationships with its Dispatchers and to insure orderly and uninterrupted operation of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting Dispatchers the rights of organizational representation concerning the determination of terms and conditions of employment.

ARTICLE III

RECOGNITION OF PBA

- A. The Village, pursuant to the Civil Service Law and in accordance with the provisions of the General Municipal Law of the State of New York, hereby recognizes the PBA as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours of work and other conditions of employment for all full-time Dispatchers.
- B. The PBA shall have access to said Dispatchers and shall be able to meet with them at any time so long as work schedules are not affected.
- C. Dues Deductions/Agency Shop Fee:

Upon the written authorization of a Dispatcher and unless he/she subsequently revokes such written authorization, the Village shall deduct PBA membership dues from the Dispatcher's bi-weekly pay in the amount specified in the written authorization or Agency Shop Fee as established by the PBA. The amounts so deducted shall be forwarded to the PBA after each payroll period payable to the PBA.

ARTICLE IV

RIGHTS OF EMPLOYER

- 1. It is understood and agreed that the Village retains all of the authority, rights and responsibilities possessed by the Village over the Dispatchers under applicable laws and regulations of the State of New York and subsequent amendatory legislation and the Rules and Regulations of the Village of Highland Falls Police Department as adopted by the Village.
- 2. The PBA shall not engage in a strike, sit-in, slowdown, massive sick call, nor cause, instigate, encourage or condone same. The PBA shall exert its best efforts to prevent and terminate any strike, sit-in, slowdown, or massive sick call.
- 3. The PBA recognizes that the management of the Department, the control of the properties, and the maintenance of order and efficiency are sole responsibilities of the Village. Accordingly, the Village retains all rights to selection and direction of the working forces; to hire, suspend or discharge for cause, to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve police officers from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc., and to determine the work to be performed, amount of supervision necessary, procurement, designing, engineering and the control of equipment and materials.

4. The above rights are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the Village. Any and all rights, powers, and authority the Village had prior to entering this Agreement are retained, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE V

BASE WAGE SCHEDULE, LONGEVITY AND OVERTIME

A. Base Wage Schedule

A Dispatcher shall be paid a Base Wage as set forth below:

<u>Step</u>	<u>Year of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
1	Starting	\$23,103 \$11.11/hr	\$24,027 \$11.55/hr	\$24,988 \$12.01/hr
2	After 1 Year	\$24,258 \$11.66/hr	\$25,228 \$12.13/hr	\$26,237 \$12.61/hr
3	After 2 Years	\$25,471 \$12.25/hr	\$26,489 \$12.74/hr	\$27,549 \$13.25/hr
4	After 3 Years	\$26,745 \$12.86/hr	\$27,813 \$13.37/hr	\$28,926 \$13.91/hr
5	After 4 Years	\$28,082 \$13.50/hr	\$29,204 \$14.04/hr	\$30,372 \$14.60/hr
6	After 5 Years	\$29,486 \$14.18/hr	\$30,664 \$14.74/hr	\$31,891 \$15.33/hr

Each Step after Step 1 shall be 5% above the preceding Step.

A Dispatcher supervisor shall be paid more than his/her Step pay, as set forth above, as follows:

<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
\$1.60/hr	\$1.70/hr	\$1.80/hr

All Dispatchers shall advance to the next Step of the Base Wage Schedule on June 1st of each year.

B. Longevity

In addition to the annual Base Wage set forth in Section "A" of this Article, Dispatchers and Dispatcher Supervisors shall receive additional pay according to the Dispatcher's length of service according to the following schedule, which amount is payable starting with the employee's anniversary date of the given year:

<u>Step</u>	<u>Year of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
6	After 5 Years	\$ 700.00	\$ 750.00	\$ 800.00
7	After 10 Years	\$ 950.00	\$1,000.00	\$1,050.00
8	After 15 Years	\$1,200.00	\$1,250.00	\$1,300.00
9	After 18 Years and Above	\$1,450.00	\$1,500.00	\$1,550.00

C. Overtime Pay

For each hour, or part thereof, in excess of eight (8) hours worked during any calendar day, a Dispatcher shall be paid one and one-half times (1.5X) said Dispatcher's hourly rate of pay, which includes Dispatcher's longevity entitlement. A Dispatcher may, at his or her election, take overtime in compensatory time based on one and one-half times (1.5X) to an accumulation of twenty-four (24) hours. Such compensatory time to be taken only upon Dispatcher's request and approval of the Chief of Police. All unused compensatory time is to accumulate and be paid to the Dispatcher upon retirement.

ARTICLE VI

HOURS OF WORK, WORK DAY, WORK WEEK AND WORK SCHEDULE

A. Workday and Workweek:

The work day for Dispatchers shall be eight (8) hours within the scheduled tour of duty as set forth in this Article. The scheduled work week shall not exceed forty (40) hours.

B. There shall be three (3) tours of duty as set forth herein. They shall be as follows:

- "A" line - 11:00 p.m. to 7:00 a.m.
- "B" line - 7:00 a.m. to 3:00 p.m.
- "C" line - 3:00 p.m. to 11:00 p.m.

C. The "A", "B" and "C" lines as set forth above shall be permanent tours of duty. All tours of duty shall be on an annual bidding, which will take place between November 1st and December 1st, effective January 1st of the new year. All Dispatchers shall have the right to bid by seniority, based on the staffing allocation as determined by the Chief of Police. The designated Dispatcher Supervisor, regardless of seniority, shall be assigned the "B" line as set forth above. In the event there are insufficient volunteers from the Dispatchers,

the Chief of Police shall be permitted to assign Dispatchers to each line based on the inverse order of seniority, starting with the "A" line, then the "C" line, then the "B" line.

- D. All Dispatchers shall work the same tour of duty on each day, except the forth (4th) Dispatcher, as set forth herein. Any time worked in excess of eight (8) hours during one (1) calendar day is subject to overtime pay, as herein elsewhere provided. The tours of duty shall not be split, except in emergencies, except the forth (4th) Dispatcher's tour of duty may be split so long as he/she receives a minimum of sixteen (16) hours off between reporting time and receives two (2) consecutive calendar days off.
- E. A Dispatcher must be given five (5) days notice if attendance is required for any type of on-the-job training on such Dispatcher's day off. No Dispatcher shall have vacation interrupted due to on-the-job training without prior approval of the Dispatcher, except in an emergency situation.
- F. All Dispatchers who bid or who are assigned to the "A" line, set forth herein, shall be paid a night differential above their Base Wage, including Longevity, if applicable, for all hours worked as follows:

<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
+\$.20/hr	+\$.25/hr	+\$.30/hr

All paid leave, such as, but not limited, to vacation, personal, sick, etc. shall constitute time worked and all full-time Dispatchers shall be paid and receive the night differential.

ARTICLE VII

EXTRA DUTY

- A. A Dispatcher required to work extra duty time, which is contiguous, either prior to or subsequent to a scheduled tour of duty shall be paid for such time, and is herein designated overtime.
- B. Extra duty time worked on a calendar day on which the Dispatcher is scheduled to work a tour of duty which is not contiguous with that tour of duty shall be compensated based on a minimum of two (2) hours of pay, or time actually worked, whichever is greater.
- C. A Dispatcher who works any extra time on a calendar day, not part of his or her tour of duty and not contiguous with a tour of duty shall be credited with a minimum of two (2) hours of pay or the actual time worked, whichever is greater.
- D. All overtime pay is to be paid to the Dispatcher at the end of the pay period that said overtime is earned.

ARTICLE VIII

UNIFORMS AND EQUIPMENT

- A. Uniforms and equipment will be provided by the Village in accordance with the following list:

Four (4) service shirts, two (2) short sleeve, two (2) long sleeve, two (2) service pants, and insignias. Replacement of uniforms for normal wear and tear and for damage sustained while performing in the line of duty shall also be provided by the Village. The Village shall pay to each Dispatcher one (1) payment every six (6) months (on June 1st and December 1st) per year for service and cleaning of uniforms (Duty Apparel Fund) as follows:

	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
	\$225.00	\$237.50	\$250.00
	<u>12/1/01</u>	<u>12/1/02</u>	<u>12/1/03</u>
	\$225.00	\$237.50	\$250.00
	-----	-----	-----
Total:	\$450.00	\$475.00	\$500.00

A newly hired Dispatcher shall receive a pro-rated amount at the time of payment based on date of employment.

- B. Any corrective lenses that are damaged or destroyed in the performance of duty shall be repaired at the expense of the Village.

ARTICLE IX

INSURANCE AND RETIREMENT

- A. The Village shall provide, at no cost to the Dispatcher, group health and disability insurance for each Dispatcher and their eligible dependents through the New York State Health Insurance Plan. Dispatchers who retire and their eligible dependents shall receive the health and disability insurance provided for current employees, provided, however, such retired Dispatcher is not entitled to such insurance coverage under another plan or through another employer. The Village may change health insurance coverage to a comparable plan, provided, however, that the Association is given ninety (90) days notice prior to the effective date of such new coverage.
- B. In the case of his/her death, a full-time Dispatcher's estate or beneficiary, as the case may be, shall be compensated in cash for unused accumulated vacation time.
- C. The Village shall pay the cost in full, of a Retirement Plan for all Dispatchers. Such retirement plan shall be the New York State Retirement System.

ARTICLE X

PERSONAL LEAVE AND BEREAVEMENT LEAVE

- A. Each Dispatcher shall be entitled to three (3) days per year for personal leave. Any unused days may be added to accumulated sick leave. June 1st of each year shall be the commencement date of the yearly period for purposes of personal leave. A newly hired Dispatcher shall receive personal leave day(s) on a pro-rated basis based on date of employment. All personal leave must be approved by the Chief of Police.

- B. In addition to the above, where a member of a Dispatcher's immediate family (herein defined as either spouse, child, parent, spouse's parent, grandparent, brother and sister) has died, said Dispatcher shall receive off with full pay, those days the Dispatcher would have been scheduled to work between the date of death through and including the date of burial, not to exceed three (3) work days. The Chief of Police may extend bereavement leave.

ARTICLE XI

SICK LEAVE

- A. Each Dispatcher shall be allowed twelve (12) days per year full paid sick leave.

- B. These sick days may be accumulated up to, but not exceeding, one hundred eighty (180) days.

ARTICLE XII

HOLIDAYS

- A. The following days are considered holidays for purposes of this Article:

January 1	New Year's Day
	Martin Luther King Jr.'s Birthday
February 12	Lincoln's Birthday
February 22	Washington's Birthday
	Easter Sunday
	Memorial Day
July 4	Independence Day
	Labor Day
	Columbus Day
	Veteran's Day
	Thanksgiving
December 25	Christmas

- B. When a Dispatcher is scheduled to work on a listed holiday and works the day, he/she shall be paid at the rate of one and one-half times (1.5X) his or her normal rate of pay. The Dispatcher shall also be given another day off at his/her request with the approval of the Chief of Police. If a Dispatcher is not working on a listed holiday, he or she shall be allowed another day off at his/her request, with approval of the Chief of Police.
- C. Dispatchers shall be entitled to accumulate and carry over up to forty-five (45) days of holiday accumulation year-to-year. The payment of said days, pursuant to this article and section, shall be at the straight time rate of pay in effect at the time of separation.

ARTICLE XIII

VACATION

- A. Dispatchers shall receive paid vacation time according to the following schedule:
 - (1) From start of second year to completion of third year - 10 working days/year
 - (2) From start of fourth year to completion of seventh year - 15 working days/year
 - (3) From start of eighth year to completion of fourteenth year - 20 working days/year
 - (4) From start of fifteenth year to separation - 25 working days/year
- B. Vacation schedule shall be determined by the Chief of Police according to seniority.
- C. For the purposes of entitlement upon separation, vacation shall be earned at the rate set forth in Section A of this Article.
- D. Dispatchers shall be entitled to accumulate up to forty-five (45) days vacation accumulation year-to-year. The payment of said days, pursuant to this article and section, shall be at the straight time rate of pay in effect at the time of separation.

ARTICLE XIV

GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the Village and its Dispatchers, which will enhance the police protection program of the Village of Highland Falls, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences promptly and fairly, as they arise and to assure equitable and proper treatment of Dispatchers pursuant to established rules, regulations and policies of the Village. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

I. **Informal Stage**

- A. The grievance shall be orally presented to the immediate supervisor who shall orally and informally discuss the grievance with the aggrieved. The time to file a grievance is sixty (60) calendar days. The immediate supervisor shall render a determination to the aggrieved within five (5) days after the grievance has been presented. If such grievance is not resolved to the satisfaction of the aggrieved at this stage, it may proceed to the formal stage.
- B. A grievance is a dispute or difference of opinion concerning the meaning, interpretation or application of the express provisions of this Agreement.

II. **Formal Stage**

- A. Within five (5) days after a determination has been made at the informal stage, the aggrieved may make a written request to the Chief of Police with a copy to the immediate supervisor for review and determination. If the Chief of Police designates a person to act on his or her behalf, he or she shall also delegate full authority to render a determination on his or her behalf.
- B. The Chief of Police or his or her delegate shall render his or her determination within fifteen (15) days after the written statement has been presented to him or her.

III. **Board Stage**

- A. The aggrieved shall, within five (5) days of the final determination of the Chief of Police or his or her delegate, make a written request to the Village Board with a copy to the Chief of Police for review and determination. All written statements and records of the case shall be submitted to the Village Board. The Mayor, with the Village Board's approval, shall provide a written determination not later than thirty (30) calendar days after receipt of the grievance.

IV. Arbitration Stage

- A. If the Dispatcher(s) and/or the PBA is not satisfied with the decision at the Board Stage and the PBA determines the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Village Board within fifteen (15) days of the decision at the Board Stage.
- B. Within five (5) days after written notice of submission to arbitration, either party may submit the grievance to the American Arbitration Association for the selection of a mutual arbitrator under the rules of the American Arbitration Association. The parties will then be bound by the rules of the American Arbitration Association in selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue a decision no later than thirty (30) calendar days from the date of the close of hearing or if oral hearings have been waived, then from the date the final statements and proofs are submitted.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of any term of this Agreement. The arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement or vary any provision of this Agreement.
- E. The Arbitrator's award will final and binding on the parties.
- F. The cost of arbitration, including all fee expenses, shall be borne equally by the parties.

Basic Principles

- I. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.
- II. A Dispatcher and/or the PBA President or Vice-President shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- III. All Dispatchers shall have the right to be represented at any stage of the procedure by the PBA and/or its counsel, or by a representative of the Dispatcher's own choosing.
- IV. Each Dispatcher who is a participant in the grievance procedure, either as an aggrieved party or as a representative of the PBA shall be allowed such time off from regular duties as may be necessary to attend hearings for the processing of a grievance under these procedures without loss of pay or vacation or their time credits.

- V. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- VI. All hearings shall be confidential.
- VII. It shall be the responsibility of the Village Board to give force and effect to these procedures. At each stage, it shall be the responsibility of the person to whom the grievance is submitted for determination to consider promptly each grievance presented and to make a determination within the authority delegated, within the time specified in these procedures.
- VIII. The function of these procedures is to assure equitable and proper treatment under the existing Agreement, laws, rules, regulations and policies which relate to or affect the person in the performance of his/her duty as a Dispatcher.

ARTICLE XV

DISCIPLINARY PROCEDURE

Command Discipline - Informal Stage

In the event the Village determines that a formal procedure is not required due to the relatively minor infraction(s) of the Police Department's adopted Rules and Regulations, the affected Dispatcher(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. a written reprimand to be placed in the Dispatcher's personnel file, which shall not exceed nine (9) months; and/or
2. a reduction in paid leave (personal leave, vacation or compensatory time off) for the Dispatcher which shall not exceed five (5) days.

Procedure Rights - Formal Stage

In the event the Village determines that a formal procedure is required, the disciplinary procedure prescribed herein, shall be available to all Dispatchers as an alternative to Section 75 and 76 of the Civil Service Law, only in the event of suspension without pay of over thirty (30) calendar days, demotion and/or termination. A Dispatcher shall have the right to choose either

Section 75 and 76 of the Civil Service Law or arbitration as described herein but not both procedures to contest such disciplinary action. Except as provided in Command Discipline, disciplinary action which may result in any other penalty, except as set forth above, shall be governed by Section 75 and 76 of the Civil Service Law.

Notice of Discipline - Formal Stage

In the event the Village sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, a Notice of Discipline shall be made in writing and served upon the Dispatcher. The disciplinary measure shall be imposed only for incompetence or misconduct. The Charge(s) and Specification(s) that warrant disciplinary action and the proposed sanction(s) shall be contained in the Notice of Discipline.

The PBA shall be provided a copy of the Notice of Discipline as soon as practical after serving the Dispatcher(s).

Procedure Selection - Formal Stage

In the event the Dispatcher does object, then he/she shall file a written notice of their choice of procedure, subject to the provisions stated above, with the Village and PBA no later than eight (8) calendar days after receiving the Notice of Discipline.

The alternative disciplinary procedure to Section 75 and 76 provides for a hearing by an independent arbitrator.

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

Suspension

No Dispatcher who has been served with a Notice of Discipline shall be suspended without pay for a period in excess of thirty (30) calendar days.

Arbitrating a Notice of Discipline

A Dispatcher eligible to arbitrate a Notice of Discipline shall do so pursuant to Step IV of Article XIV - Grievance Procedure by filing a notice with the Mayor no later than eight (8) calendar days after receipt of the Notice of Discipline.

The independent arbitrator shall be selected in accordance with the procedures set forth in Article XIV - Grievance Procedure.

The independent arbitrator shall hold a hearing at a mutually agreed upon date(s) and time(s) to all parties' representatives. The affected Dispatcher 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.

The arbitrator shall confine himself/herself to the precise issue(s) 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.

Settlement

The disciplinary action 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.

Fees and Expenses

All fees and expenses of the arbitrator, if any, shall be paid by the Village. In the event demotion or termination is sought by the Village, the hearing shall have a transcribed record provided at no cost to the Dispatcher or PBA.

ARTICLE XVI

LEAVE OF ABSENCE

- A. The matter of leave of absence is and shall remain the sole right of the Village Board for whatever action they deem necessary and appropriate.
- B. Such leave of absence shall be granted for good and sufficient cause, which cause shall be determined by the Village Board after presentation by the affected Dispatcher to said Board of all facts relating to the request for said leave of absence.

ARTICLE XVII

PERSONNEL FILES

Dispatchers shall have the right to review their personnel files subject to the following procedure:

- A. A Dispatcher shall have an opportunity to review his/her personnel file maintained at his/her place of employment, in the presence of his/her appointing authority or his/her designee upon five (5) days notice and to place in such file a written response of reasonable length to anything contained therein which such Dispatcher deems to be adverse. Notwithstanding any of the above, pre-employment material shall be privileged and shall not be made available to such Dispatcher.

ARTICLE XVIII

JURY DUTY LEAVE

In the event a Dispatcher is noticed to appear for Jury Duty, and that Dispatcher is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The Dispatcher shall provide a copy of the notice to the Chief of Police.

In the event the Dispatcher is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required, and be paid, without charge to any other paid leave accrual.

All fees paid to the Dispatcher shall be endorsed over to the Village when released from work. In the event the Dispatcher is scheduled off that day, the Dispatcher shall retain the fees. However, any mileage, tolls and/or parking reimbursements for appearing at jury duty shall be retained by the Dispatcher.

ARTICLE XIX

GENERAL PROVISIONS

There shall be a Sign-In/Sign-Out sheet for each tour of duty.

ARTICLE XX

LABOR/MANAGEMENT COMMITTEE

Authorized spokespersons for the Village and PBA, not to exceed three (3) members each, shall meet at the request of either party regarding such matters, but not limited to, safety and health, 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 designee, or PBA President or designee, at their respective addresses, and shall contain a statement of the specific matter(s) to be addressed.

The labor/management meeting shall be scheduled at a mutually agreed date and time. In the event the matter(s) allege a grievance, the parties may agree to extend the time limits to file a grievance, in order to attempt to resolve the subject matter(s) as stated in the written request.

ARTICLE XXI

ALCOHOL AND SUBSTANCE ABUSE POLICY AND PROCEDURE

See Appendix "A", attached hereto and made a part of this Agreement.

ARTICLE XXII

SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specific Article, section or portion specified in such decision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

In the event of the issuance of such decision, either party shall have the right to re-open negotiations with respect to a substitution for such Article or portion of the Agreement involved.

ARTICLE XXIII

LEGISLATIVE ACTION FOR APPROVAL

IT IS AGREED BY BOTH PARTIES THAT ANY ARTICLE, SECTION OR PORTION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THAT ADDITIONAL FUNDS THEREFORE BE MADE AVAILABLE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL. THE PROVISIONS OF SAID ARTICLE, SECTION OR PORTION SHALL BE RETROACTIVE TO THE DATE OF THIS AGREEMENT UPON APPROVAL BY THE APPROPRIATE BODY.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall become effective as of June 1, 2001 and shall terminate at the close of business on May 31, 2004.

ARTICLE XXV

RE-NEGOTIATION

The parties agree to make a good faith effort to commence negotiations for a successor collective bargaining agreement on or about February 1st of the year in which the existing Agreement expires, but no later than March 1st of that year.

ARTICLE XXVI

CONCLUSION OF AGREEMENT

- A. The parties agree that if no new Agreement has been reached by midnight, May 31, 2004 then the terms of this Agreement shall remain in effect and shall bind the parties until such time as there is a new Agreement between the parties.
- B. This Agreement is the entire Agreement between the Village and the PBA and terminates all prior Agreements and concludes all negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to change or modify the terms and conditions of this Agreement through legislative or administrative action, or by any other means. Both parties agree to jointly support any legislation or administrative action necessary to implement the terms of this Agreement. The parties acknowledge that they have fully negotiated with respect to the terms of this Agreement and to the conditions of

employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

**HIGHLAND FALLS PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.**

VILLAGE OF HIGHLAND FALLS

By: _____
Kenneth Scott, President

By: _____
Joseph D'Onofrio, Mayor

Date: _____

Date: _____

APPENDIX "A"

ALCOHOL AND SUBSTANCE ABUSE POLICY AND PROCEDURE

I PURPOSE

The Village and the PBA are desirous of maintaining a safe, healthy and productive work environment for all employees and for the integrity of the Police Department. The parties hereby agree to this policy in order to prevent the use of controlled substances and abuse of alcohol by members of the Police Department and to provide treatment and rehabilitation for members who do so.

II PROHIBITED CONDUCT

- A. No employee shall report for duty or remain on duty if that employee has used any non-prescribed controlled substance.
- B. No employee shall possess any non-prescribed controlled substance, except as required for the performance of his/her duties.
- C. No employee shall use any non-prescribed controlled substance, either on or off duty.
- D. No employee shall report for duty when the employee has used alcohol within four (4) hours of the beginning of his/her tour of duty.
- E. No employee shall possess any alcohol while on duty, except as required for the performance of his/her duties.
- F. No employee shall consume any alcohol while on duty, except as required for the performance of his/her duties and only as authorized by the Chief of Police or Acting Chief of Police.
- G. No employee shall refuse to submit to any test to detect the presence of alcohol or controlled substances required under this policy or engage in any conduct which obstructs the proper and orderly administration of such a test.

III USE OF PRESCRIPTION DRUGS

While prescription drugs are not prohibited, they should not render an employee unfit for duty. Situations of this nature should be brought to the supervisor's attention by the employee, especially if the employee's job responsibilities have an impact on the health and safety of others and/or has been identified as a safety sensitive position. These situations should be addressed confidentially on a case by case basis and it may be necessary for the employee's physician to clarify, in writing, that the substance does not adversely affect the employee's fitness for duty. The request for written clarification can only be made by the Chief of Police or Acting Chief of Police. When the use of a prescribed drug renders the employee unable to perform his/her duties, he/she shall be entitled to use any contractual leave time to his/her credit for any resulting absence. When the use of the prescription drug is to treat an injury or illness incurred in the performance of his/her duties, the employee shall be entitled to leave pursuant to the Agreement or applicable law.

IV TYPES OF TESTING

- A. Random Testing - Each employee shall be subject to random testing for non-prescribed controlled substances. The maximum number of employees tested will be three (3) per calendar quarter. No employee will be randomly tested more than once in a calendar quarter.
- B. Reasonable Suspicion - When the Chief of Police or Acting Chief of Police observes an employee acting in a manner indicating a reasonable suspicion of possible use of a controlled substance or alcohol abuse, the Chief of Police or Acting Chief of Police may order that the employee to be tested pursuant to the Drug Testing Procedure, Section V or by a breathalyzer under Alcohol Testing in Section VIII. Reasonable suspicion that a member is abusing drugs exists when objective facts and observations are made by the Chief of Police or Acting Chief of Police and based upon the reliability and weight of such information he/she can reasonably infer or suspect that a member of the Department is abusing drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities (i.e., purchase, sale or possession of drugs, associations with known drug dealers or users, observation of the member's behavior or work performance and observed impairment of the member's ability to perform his/her duties.

V DRUG TESTING PROCEDURES

Selection of employees to be tested on a random basis shall be performed by a computer program, which will randomly select the social security numbers of those to be tested. The random selection of an employee will result in that employee's social security number being removed from such selection process for that calendar year.

The employees who are selected shall be tested within thirty (30) calendar days of the date of the selection. In the event the test is not performed within such thirty (30) calendar day period, the Village shall be deemed to have waived its rights to require an employee to submit to a test pursuant to that particular selection.

The Chief of Police, as well as the PBA President or designee, will witness the selection. All representatives will affix their signatures to the random employee selection sheet and computer control sheet. The random selection of an employee(s) shall remain confidential.

Prior to testing, each employee shall complete an employee drug testing questionnaire listing all medications ingested during the preceding ten (10) calendar days. The questionnaire will be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the PBA President.

Employees will be excused from a random drug test if at the time of the selection for the particular test he/she is unavailable due to vacation, injury, sick leave, military leave and/or bereavement leave. Employees will not be recalled to duty for random testing on their regular scheduled days off.

VI COLLECTION

The employee shall be ordered to submit to a drug and/or alcohol test and shall at the same time be given a brief verbal statement of the basis for either reasonable suspicion or if it's random testing. Refusal to submit to the test or to cooperate during the testing procedure shall constitute grounds for disciplinary action. A verbal direction to an employee to submit to a drug and/or alcohol test shall be confirmed in writing, but in no event shall the testing process be delayed pending issuance of such written direction. The direction to the employee shall be given in a confidential manner with due regard for the dignity and privacy of the individual employee.

If no prior meeting is held with the Chief of Police and the employee is ordered to submit to a test based on reasonable suspicion or is randomly selected as set forth herein, the employee will be advised of the right to have a Union representative present for collection of the sample, but in no event shall collection be delayed for more than two (2) hours to accommodate the presence of a Union official.

The sample collection process shall be confidential with due regard for the dignity and privacy of the employee, and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgement of giving of the specimen. The details of the sample collection process

shall be subject to the evaluation and review by the parties' designated labor management committee in accordance with the parameters set forth in this Agreement.

Any employee shall have the option, at the time of the test, to submit a second (2nd) specimen. The second (2nd) specimen shall be held in a sealed manner, initialed and dated by the Chief of Police, as well as the employee, and must be kept in a locked container maintained for this purpose within the Highland Falls Police Department. The container shall be locked with two (2) locks and the Chief of Police shall have access to the key to one lock and the PBA President, or designee, shall have access to the second (2nd) lock. This process is intended to ensure that access to such second (2nd) specimen may be obtained only with the consent of the PBA President or designee. The Chief of Police shall open his/her lock upon request to the PBA President or designee.

VII LAB TESTING

The specimen shall be sent to a laboratory certified by the Department of Health and Human Services and tested for marihuana, cocaine, amphetamines, opiates and PCP. Any level which tests positive at the highest cutoff levels as used under federal regulations under CFR 40 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 confirmatory GC/MS tests, are reported as such.

VIII ALCOHOL TESTING

Upon reasonable suspicion to believe an employee is under the influence of alcohol, the Chief of Police may require any such employee to submit to an alcohol Breathalyzer test. A positive test for alcohol is any result of .05% or more. Reasonable cause to believe an employee is under the influence of alcohol exists when objective facts and observations are brought to the attention of the Chief of Police and based upon the reliability and weight of such information he can reasonably infer or suspect that an employee is under the influence of alcohol. Reasonable cause must be supported by specific articulable facts.

IX RESULTS

Laboratory test results are reported to the Medical Review Officer (MRO), a physician knowledgeable in drug testing to be mutually agreed upon by the parties. Negative test results will be reported to the Chief of Police. The employee(s) will be notified of the results of their tests and provided a copy of the corresponding test results, as they become available.

X **POSITIVE DRUG OR ALCOHOL TEST RESULTS**

The Medical Review Officer (MRO) will investigate results, to determine if the positive test was caused by use of prescription medications in accordance with a doctor's prescription. Verification of positive opiates will follow federal regulations under CFR 40. If the positive test was caused by the medication with a valid prescription, the MRO will report the test to the Chief of Police as negative; otherwise, the MRO will verify the test results as positive.

An employee who tests positive may request the Village to cause the split (second (2nd)) specimen to be delivered to a different certified laboratory for testing at the Village's expense. Such a request must be made within seven (7) calendar days of an employee's notification of a positive test result.

If the test of the split specimen reports the presence of a controlled substance as "negative", then the first (1st) positive report is cancelled. If the test of the split specimen reports the presence of a controlled substance as "positive", then the results are reported as positive. The employee will remain on the working schedule until the results of the split specimen are confirmed.

Any employee whose test results in a positive report may, within seven (7) calendar days of receiving notification of the split specimen result, request in writing to the Chief of Police, that the second (2nd) specimen be made available for retesting at a licensed/certified laboratory from a list of such laboratories supplied. The Village will be responsible for the costs and expenses in connection with the retesting. If this retesting results in a negative report, the tests will be deemed negative and all specimens will be destroyed.

XI **ADMISSION OF DRUG OR ALCOHOL USE AND REQUEST FOR ASSISTANCE**

Prior to the giving of a urine sample for drug or alcohol testing pursuant to this procedure, an employee may notify the Chief of Police that he/she is abusing 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 contract and existing terms and conditions of employment between the Village and the PBA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline. Any employee who has participated in a drug/alcohol rehabilitation program after being reinstated may be randomly tested on a periodic basis for one (1) year, not to exceed twelve (12) tests in said year.

XII **CONSEQUENCES OF A VIOLATION OF THE DRUG AND ALCOHOL POLICY**

An employee who tests positive for alcohol or drug use may be suspended for no more than thirty (30) calendar days and will be required to submit to an evaluation by a substance abuse professional (SAP). If the SAP determines that treatment is necessary, the employee will be required to participate in and successfully complete a drug/alcohol rehabilitation program. A refusal to participate in or successfully complete rehabilitation as described herein shall constitute just cause for discharge. Successful completion includes participation in such follow-up care as is recommended by the rehabilitation provided. The employee must agree to give the Village access to such records of the rehabilitation program and will establish that the employee is cooperating in the recommended rehabilitation treatment. The results of any testing for drug/alcohol use performed by the rehabilitation program shall be made available to the Village.

Any employee who has successfully completed a drug/alcohol rehabilitation program after being reinstated may be randomly tested on a periodic basis for one (1) year, not to exceed twelve (12) tests in said year.

Any employee who violates the drug/alcohol policy for a second (2nd) time within five (5) years of each other shall be immediately suspended as set forth above and subject to discipline, up to and including dismissal in accordance with the Rules and Regulations of the Department and applicable provisions of law.