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**Contract Database Metadata Elements**

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Union: **Full-Time Police Officers Unit, Tuxedo Park Police Benevolent Association (PBA)**

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**AGREEMENT**

**between the**

**VILLAGE OF TUXEDO PARK**

**and**

**VILLAGE OF TUXEDO PARK  
POLICE BENEVOLENT ASSOCIATION**

**(FULL-TIME POLICE OFFICERS)**

**JUNE 1, 2003 TO MAY 31, 2006**

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## ARTICLE 1

### PREAMBLE

This Agreement is made this 15<sup>th</sup> day of February, 2004 between the Village of Tuxedo Park (hereinafter "Village"), a municipal corporation in the State of New York, and the Village of Tuxedo Park Police Benevolent Association (hereinafter "PBA").

## ARTICLE 2

### RECOGNITION

The Village has recognized the PBA as the bargaining unit for all full-time Police Officers, excluding the Chief of Police, in accordance with the provisions of the Civil Service Law of the State of New York.

In consideration of the mutual covenants and conditions contained herein, it is agreed between the parties as follows:

## ARTICLE 3

### TERM OF AGREEMENT

The term of this Agreement shall be for the period June 1, 2003 to May 31, 2006.

## ARTICLE 4

### HOURS OF EMPLOYMENT/OVERTIME

The work day for all full-time employees shall be eight (8) hours per day, Monday through Friday, with Saturday and Sunday off, forty (40) hours per week, rotating every two (2) weeks based on the following shift tour schedules:

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

The Sergeant may be required to work an eight (8) hour day which overlaps the starting and ending times of the shift tour schedules above to fill in for employee absences (e.g., 12:00 noon to 8:00 p.m.).

During Daylight Savings Time and Standard Time changeovers, employees shall be paid for an eight (8) hour day regardless of whether that employee has worked seven (7) or nine (9) hours, as the case may be.

Work in excess of eight (8) hours in the employee's scheduled work day, when not scheduled to work or forty (40) hours in a work week, shall be considered overtime and paid at one and one-half times (1.5X) that employee's regular rate of pay. In the event an employee works in excess of sixteen (16) consecutive hours at any one time, that employee shall be paid overtime at the rate of two times (2X) their regular rate of pay for all hours worked.

For each event, scheduled or unscheduled, an employee who is required to report for duty, in addition to their regular work day or workweek, shall be paid overtime for the entire time required, but for not less than a minimum of three (3) hours.

## **ARTICLE 5**

### **STANDBY/ON-CALL PROVISION**

Whenever an employee is placed on "on-call" or "standby" at his/her residence during those hours when no employee is assigned to regular duty and a police vehicle is stationed at or near such employee's residence, he/she shall be compensated at the rate of one (1) hour of the employee's regular rate of pay. Those employees designated as "Detective" shall be exempt from reimbursement for the aforesaid one (1) hour standby provision, but will be eligible, if called out, for the three (3) hour minimum overtime provision. It is understood that the employee must be available for duty within a reasonable amount of time. If during an "on-call" or "standby" period, an employee is called to respond to duty, the employee will be compensated at the three (3) hour minimum overtime provision as stated in Article 4, and not at the one (1) hour regular rate of pay.

If an employee is required to furnish his/her own transportation for court appearances, Department required training sessions or District Attorney meetings (other than at the local criminal court), he/she shall be compensated for each mile at the rate of twenty-five cents (\$0.25) per mile.

**ARTICLE 6**

**UNIFORMS AND EQUIPMENT**

The Village shall assume and pay the full cost and expense of the following items for each newly hired employee.

1. Original issue of regulation uniform/equipment includes:

- 1 uniform hat
- 1 rain hat cover
- 1 winter coat
- 1 Ike jacket
- 1 windbreaker
- 1 rain coat
- 4 long sleeve shirts
- 4 short sleeve shirts
- 4 pairs of all-season uniform pants
- 2 ties (worn with long sleeve shirts/jackets)
- 1 body armor protective vest
- 1 pair uniform shoes as specified by Department
- 1 duty belt
- 1 duty holster
- 1 pair handcuffs and case
- 1 PR-24 or standard baton as specified by Department
- 1 baton holder
- 1 twin ammo magazine holder
- 1 duty weapon as specified by Department
- 4 keepers
- 100 rounds of practice ammunition
- 50 rounds of service ammunition.

2. The Village shall pay one hundred percent (100%) of the cost for replacement or repair of all equipment based on normal wear and tear. Each employee shall be entitled to the following amounts for uniform replacement or repair:

<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
\$500.00	\$500.00	\$500.00

The cost for any uniform replacement or repair, after authorized by the Chief of Police, shall be billed directly to the Village Clerk for payment.

3. Each employee shall be entitled to an annual cleaning allowance as follows:

<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
\$525.00	\$525.00	\$525.00

Uniform cleaning shall be done by a vendor selected by the Village.

4. The Village will be responsible for repairs to designated service weapon(s) used by the employees in the normal course of their duties or obligations whether issued by the Department or personally owned by an employee, provided said employee carries said weapon as his/her primary service weapon while performing police duties and provided said weapon, if applicable, is designated on his/her personnel file as said employee's off duty weapon.

5. The Village, however, shall not be responsible for the replacement for any service revolver or pistol which shall have been lost by the employee or otherwise separated from the employee's possession unless said loss was the result of police action.

## **ARTICLE 7**

### **HOSPITALIZATION**

The hospital and surgical medical coverage, under the New York State Employees Health Insurance Program, or any other reasonably equitable plan that is mutually acceptable to both the Village and the PBA, shall be fully paid by the Village for the individual and family coverage. The term "family" shall be defined by the provisions of the New York State Employees Health Insurance Plan or the applicable medical plan in force at the time of said employee's retirement. Upon New York State approved retirement with twenty (20) or more years of service, in which ten (10) years of that service shall be with the Village of Tuxedo Park, health insurance on retirement shall be provided as set forth herein. Notwithstanding the foregoing, the minimum ten (10) years of service requirement can be cumulative service time or other employment with the Village of Tuxedo Park (i.e., 5 years with the Village, leave service for 3 years, re-employed with the Village for 6 years for a cumulative service of 11 years). In the event of a duty incurred disability retirement, the Village shall continue to provide fully paid health insurance coverage for the individual and family, without the minimum service requirement being met. An employee hired on or after June 1, 2003, who receives a New York State approved retirement or a duty incurred disability retirement, shall continue to be provided by the Village with fully paid health insurance coverage for only the retiree and not for the retiree's family. However, family members, if eligible for benefits under the employee's plan prior to retirement, may remain covered under the employee's plan provided the employee contributes fifty percent (50%) of the difference in the cost between the individual and family plan premium and the spouse or family member is not currently receiving equitable medical coverage under another plan. In that event, the Village shall pay the additional health insurance premium for family coverage.

Note: "family" includes eligible dependents as defined.

## **ARTICLE 8**

### **RETIREMENT**

All employees shall continue to be enrolled in retirement plan 384-d (20 years) as currently defined by the Sate of New York and Local Police and Fire Retirement System and provided for by the New York State Retirement and Social Security Law. The cost of said Plan shall continue to be fully paid by the Village in the same manner as such Plan was constituted prior to the execution of this Agreement.

## **ARTICLE 9**

### **MODE OF PAYMENT**

The Base Wage of each employee shall be paid every two (2) weeks during the term of this Agreement on a day set by the Village Treasurer. Salary will be based on an hourly rate of 2080 hours per fiscal year. An employee shall be compensated by the Village for his/her regular salary should the calendar year exceed twenty-six (26) installments or fifty-two (52) weeks.

## **ARTICLE 10**

### **LONGEVITY**

In addition to the wage provisions set forth in this Agreement, all employees shall be entitled to and receive five hundred dollar (\$500.00) salary increments for every three (3) years of service with the Village, including any recognized transfer time. Such increments shall be cumulative and to take effect after his/her sixth (6<sup>th</sup>) year of service with the Village. The mode of payment for said longevity shall be two (2) semi-annual payments payable during the 13<sup>th</sup> and 26<sup>th</sup> payroll periods of each fiscal year. Each employee, if eligible for longevity, must be currently employed by the Village at the time of said employee's increment payment. In addition, if during the fiscal year, an employee's employment with the Village is terminated for reasons other than regular or disability retirement, said employee will not be entitled to receive longevity for that fiscal year.

Recognized transfer time shall be defined as any years or any part thereof of prior credited New York State police service for placement on and to receive longevity as set forth above. All credited New York State police service will be subject to verification and that information shall be included in the employee's personnel file maintained by the Village.



## ARTICLE 11

### VACATION LEAVE

Each employee shall be entitled to fully paid vacation leave on an annual basis as per the following schedule. If during the fiscal year, an employee's employment with the Village is terminated for reasons other than regular or disability retirement, said employee will not be entitled to receive compensation for unused vacation time for that fiscal year. Each employee shall be entitled to carry over up to a maximum of ten (10) vacation days into the next fiscal year. The carryover vacation day(s) are to be taken by the employee during that next fiscal year. In the event the vacation day(s) are not taken, the employee shall not be compensated by payment or credited for the unused carryover vacation day(s). In the event of extenuating circumstances, the Chief of Police shall have discretionary authority as to the use of unused vacation time.

<u>Length of Employment</u>	<u>Amount of Leave</u>
Completion of 1 to 3 years	Ten (10) days
Completion of 4 to 6 years	Fifteen (15) days
Completion of 7 to 9 years	Twenty (20) days
Completion of 10 to 15 years	Twenty-two (22) days
Completion of 16 years or more	Twenty-five (25) days

## ARTICLE 12

### HOLIDAYS

Each employee shall receive twelve (12) paid holidays per fiscal year.

Employee eligibility for each holiday shall take effect on or after each particular holiday in accordance with the scheduled day of observance.

Compensation for designated holidays falling after the date of Agreement reflected in Article 1 (Preamble) of this Agreement will be made in the following manner:

When an employee is assigned to and performs regular duty on a designated holiday, said employee will be compensated for such regular duty at two times (2X) said employee's regular rate of pay. Such employee, in lieu of receiving two times (2X) compensation for working a designated holiday, may, upon request to and approval of the Chief of Police, be granted the option to receive payment for the holiday worked at said employee's regular rate of pay and receive an additional paid day off duty in lieu of eight (8) hours regular salary.

If such employee performing such duty on a holiday works in excess of the usual shift, the employee shall continue to be compensated at two times (2X) the employee's regular rate of pay for up to and including sixteen (16) continuous hours. Time in excess of sixteen (16)

continuous hours shall be compensated in the manner described in the Overtime section of this Agreement.

Should a designated holiday fall on either (1) an employee's regular day off or (2) a day when an employee is not performing his/her regular tour of duty, said employee will be granted a paid day off for said holiday. In accordance with manpower needs, the Chief of Police, if unable to grant said paid days off, may compensate the employee at his/her normal rate of pay.

Cash reimbursement for any unused holidays may be paid to an employee on a semi-annual basis in accordance with the schedule dates of payment for "Longevity".

The following are designated holidays for the purpose of this Agreement:

- |                                       |                      |
|---------------------------------------|----------------------|
| 1. New Year's Day                     | 7. Independence Day  |
| 2. Martin Luther King, Jr.'s Birthday | 8. Labor Day         |
| 3. Lincoln's Birthday                 | 9. Columbus Day      |
| 4. Washington's Birthday              | 10. Veteran's Day    |
| 5. Good Friday                        | 11. Thanksgiving Day |
| 6. Memorial Day                       | 12. Christmas Day    |

Specific dates of observance and double time (2X) compensation shall be posted by the Chief of Police during the first (1<sup>st</sup>) week of June of each fiscal year.

## **ARTICLE 13**

### **SICK LEAVE**

#### **Subdivision A**

Those employees having completed less than three (3) years of service, (including credited service time), with the Village, shall be eligible to receive paid sick leave according to the following pro-rated schedule:

<u>Length of Service with the Village</u>	<u>Total Sick Leave Allowed</u>
Up to (6) months of service	5 days
More than (6) months to one year of service	20 days
More than one (1) year to (1.5) years of service	25 days
More than (1.5) years to (2) years of service	30 days
More than (2) years to (2.5) years of service	35 days
More than (2.5) years to less than (3) years of service	40 days
Completion of (3) or more years of service	See Subdivision (B)

### **Subdivision B**

Each employee having completed three (3) or more years of service, (including credited service time), with the Village, will receive his/her full salary for a period of up to nine (9) weeks, (45 working days), for each non-job related illness, injury or disability.

### **Provisions Applicable to Subdivisions A and B**

Departmental approval and payment to an employee for said sick day(s) as addressed under Subdivisions A and B shall be made upon the submission of a medical excusal note prepared by a physician duly licensed to practice medicine, reflecting (1) the physician's name, (2) location/address of office, (3) phone number, (4) patient/employee's name, (5) nature of illness/injury/disablement treated for, (6) date of treatment, (7) date(s) of excusal from work, (8) date of projected return to full duty, (if known), and (9) if applicable, referral to other treatment facilities.

No employee shall receive paid sick leave for absence due to illness, injury or disability received while actively employed by person, persons or organizations other than the Village, unless a waiver is specifically granted prior to the commencement of the employee's employment with such other persons.

Such injury, illness or disability shall, at the request of the Chief of Police or acting Commanding Officer in the absence of the Chief of Police, be subject to medical review by a physician of the Village's choosing, and whose determination after review as to reinstatement of said employee to return to duty, will be final.

Upon absences of more than three (3) consecutive work days due to illness or disability which is not related to the employee's performance of duty, the Chief of Police may require that a physician's note be furnished substantiating the employee's illness or disability.

## **ARTICLE 14**

### **INJURIES INCURRED IN THE LINE OF DUTY**

For a line of duty injury, illness or disability, an employee shall be paid his/her full salary and related medical costs while said employee is absent from duty. Such disablement(s) shall be subject to medical review by a physician of the Village's choosing, and whose determination after review as to reinstatement of said employee to return to full duty, will be final. The procedures and guidelines to be followed pursuant to this Article shall be in accordance with Appendix "A", attached hereto and made a part of this Agreement.

## **ARTICLE 15**

### **PERSONAL LEAVE**

Each employee shall receive and be entitled to eight (8) paid personal leave days per fiscal year. Approval for such leave shall be granted according to existing policy of the Department. No personal leave days shall be used in conjunction with paid vacation leave unless such use is specifically authorized prior to the commencement of such leave. Requests for personal leave days should be submitted to a supervisory officer at least eight (8) hours prior to the commencement of an assigned tour of duty. As with all forms of authorized leave or excusal, Department exigencies will be considered and may be cause for denial of such personal leave days.

Any unused personal leave days may be taken in cash at the end of the fiscal year or added to the personal/sick leave pool reflected by prior contractual Agreement.

If during a fiscal year, an employee's employment with the Village is terminated for reasons other than regular or disability retirement, said employee will not be compensated for any remaining personal days for that fiscal year.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

In the event of a death of an employee's immediate family, and upon application to and approval from the Chief of Police, said employee shall receive leave with pay not to exceed four (4) consecutive tours of duty, regular days off inclusive. For the purpose of this section, the phrase "immediate family" shall include any of the following: spouse, a natural, foster or step-parent, brother, sister, child or step-child, father-in-law, mother-in-law or any relative residing in the employee's household. The Chief of Police shall verify the death of, and relationship of, the deceased.

## **ARTICLE 17**

### **DEATH OF POLICE OFFICER**

The Village will incur the cost of all funeral and burial expenses of any employee who shall succumb from injuries received in the line of duty to the extent of six thousand five hundred dollars (\$6,500.00).

## ARTICLE 18

### BASE WAGE

Employees shall be paid in accordance with the following Base Wage schedule:

#### Definition of Classifications

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. Police Officer - First Grade  | Completion of 5 full years |
| 2. Police Officer - Second Grade | Completion of 4 full years |
| 3. Police Officer - Third Grade  | Completion of 3 full years |
| 4. Police Officer - Fourth Grade | Completion of 2 full years |
| 5. Police Officer - Fifth Grade  | Completion of 1 full year  |

	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
Recruit	\$38,044	\$39,566	\$41,248
5 <sup>th</sup> Grade	\$41,097	\$42,741	\$44,558
4 <sup>th</sup> Grade	\$44,148	\$45,914	\$47,865
3 <sup>rd</sup> Grade	\$47,200	\$49,088	\$51,174
2 <sup>nd</sup> Grade	\$50,254	\$52,264	\$54,485
1 <sup>st</sup> Grade	\$53,305	\$55,437	\$57,793
Detective(s) *	\$55,438	\$57,656	\$60,106
Sergeant(s) **	\$57,571	\$59,874	\$62,419

\* The Detective(s) shall be paid a Base Wage based on a differential of 4% over and above the 1<sup>st</sup> Grade Base Wage.

\*\* The Sergeant(s) shall be paid a Base Wage based on a differential of 8% over and above the 1<sup>st</sup> Grade Base Wage.

Effective June 1, 2000, the Village agrees to appoint a Juvenile Officer.

Recognized transfer time shall be defined as any years or any part thereof of prior credited New York State police service for placement on and to receive Base Wage as set forth above. All credited service will be subject to verification and that information shall be included in the employee's personnel file maintained by the Village.

## ARTICLE 19

### PROFESSIONAL DEVELOPMENT

#### In-Service Training:

Subject to the approval of the Chief of Police, employees will be provided professional (on duty) job related training during the course of the year for enhancement of skills needed in the course of carrying out their assigned duties.

#### Higher Education and Additional Police Related Schools:

Subject to prior approval of the Chief of Police, employees may be reimbursed for tuition cost for attendance of (1) New York State accredited schooling related to Police Science or Criminal Justice and/or (2) Supplemental Police training and schooling, in an amount not to exceed nine hundred dollars (\$900.00) per each fiscal year. Additionally, employees may, if applicable, deduct personal lodging expenses from the above amount if travel is shown to be a consideration. Such employee may also, upon approval of the Chief of Police, use reimbursed lodging expenses towards In-Service Training if extended travel is deemed to be a consideration.

The employee must take course(s) during off duty time.

## ARTICLE 20

### GRIEVANCE AND ARBITRATION

Section 1: This procedure is established to seek an equitable resolution of problems that arise within the Police Department. The intent of the grievance procedure shall be to settle employee grievances on as low an administration level as possible so as to incur efficiency and maintain employee morale.

Section 2: Definition - A grievance shall be defined as a claim that the Village violated a provision of this Agreement and shall be resolved by the use of the following procedures:

**Step 1:** The grievance shall be presented in writing by the employee to the Chief of Police who, within fifteen (15) working days thereafter, shall answer in writing to the grievant.

**Step 2:** If such answer is not satisfactory, the grievant shall present such grievance in writing, together with a copy of the answer from the Chief of Police, to the Village Board. Within twenty (20) working days of receipt of the grievance the Mayor shall provide a written answer on behalf of the Village Board to the grievant.

**Step 3:** If such answer is not satisfactory, the grievant may file with the New York State Public Employment Relations Board (PERB) for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties to this Agreement. The fees and expenses of the arbitrator shall be shared equally by the Village and grievant.

Section 3: Limitation on Authority - The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement nor shall he/she have authority to render any decision which conflicts with a law, ruling or regulation binding upon either party, nor to imply any obligation on the Village which is not specifically set forth in the Agreement.

Section 4: Time Limitations - If a written copy of the grievance was not served on the Village within thirty (30) days of the time the grievant became aware of the act, occurrence or event giving rise to the grievance or if the grievance was not submitted in writing to PERB, (copy to the Employer), within thirty (30) days after the date of response of its Step 3 presentation in writing to the Village Board, the grievance will be deemed waived and there be no right to arbitration.

## **ARTICLE 21**

### **JURY DUTY LEAVE**

In the event an employee is noticed and required to appear for Jury Duty and that employee is scheduled to work any tour of duty on that day, he/she shall not be required to report for his/her regularly scheduled tour of duty, but shall report for Jury Duty as required. The employee shall be released with pay and without charge to any other paid leave accrual. This provision shall apply solely to the day(s) when the employee is regularly scheduled to work. The employee shall use the "call-in" system to the court, where available. The employee shall provide a copy of the notice immediately upon receipt to the Chief of Police.

All fees paid to the employee shall be reimbursed and/or endorsed over to the Village, when released from work. However, any mileage, tolls and/or parking or meal reimbursements for appearing at Jury Duty shall be retained by the employee.

## **ARTICLE 22**

### **MANAGEMENT RIGHTS**

Except as limited by the provisions of this Agreement, all of the authority, rights and responsibilities of the Village are retained by it, including the sole right to conduct the business of and carry out the mission of the Village of Tuxedo Park Police. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this Agreement.

## **ARTICLE 23**

### **DENTAL AND VISION INSURANCE**

The Village shall provide dental insurance through Delta Dental Plan 775 to individual and family coverage, at no cost.

Effective November 1, 2003, the Village shall provide through First Ameritas Life Insurance Corporation of New York, its Plan 2 Dental Benefit Plan to each employee and eligible dependent(s) at no cost to the employee.

However, in the event there is a rate increase in the individual or dependent coverage in fiscal year 2004 and/or 2005, the premium contribution shall be no more than \$15.00 per month in year 2004 and no more than \$20.00 per month in year 2005 by the employee in the plan enrolled.

The Village shall provide up to two hundred twenty-five dollars (\$225.00) each fiscal year, per employee, for one (1) pair of corrective lenses (excluding non-prescription tinted lenses). The employee shall be reimbursed after a sales receipt or copy is provided to the Village.

Effective November 1, 2003, the Village shall provide through First Ameritas Life Insurance Corporation of New York, Vision Care benefits to each employee and eligible dependent(s) at no cost to the employee.

## **ARTICLE 24**

### **CONCLUSION OF AGREEMENT**

Both parties agree that if no Agreement has been reached by midnight, May 31, 2006, the terms of this Agreement will remain in effect until such time as there is a contract settlement between both parties hereto.

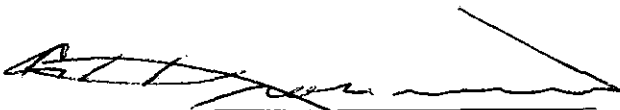
This Agreement terminates all prior Agreements and understandings and concludes all negotiations during its term (June 1, 2003 to May 31, 2006). During the term of this Agreement, neither party shall unilaterally seek to change or modify the terms of this Agreement through legislative action or by any other means.

Both parties agree to support any legislative action necessary to implement the terms of this Agreement. The parties acknowledge that they have negotiated with respect to the terms of this Agreement and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.



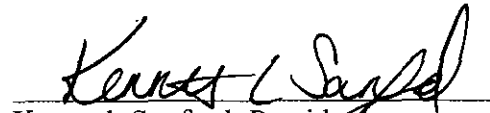
IN WITNESS WHEREOF, the Village and PBA representatives have executed this Agreement on the dates next to their signatures.

**FOR THE VILLAGE OF TUXEDO PARK**

  
\_\_\_\_\_  
Hon. C. Kent Kroeber, Mayor

03/03/04  
Date

**FOR THE VILLAGE OF TUXEDO PARK  
POLICE BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
Kenneth Sanford, President

03/03/04  
Date

## APPENDIX "A"

### GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1: This policy is intended to provide a procedure to regulate both the application for, and the award of benefits under Section 207-c of the General Municipal Law (GML). This policy is not intended to limit or eliminate any additional requirements or benefits regarding Section 207-c set forth in the statute or case law, or the Department's rules and regulations.

Section 2. An employee shall notify the Sergeant or Chief of Police as soon as possible of any injury in the performance of his/her duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. Said injury or sickness which renders an employee unable to perform his/her duties shall hereafter be referred to, for purposes of this procedure, as a GML 207-c disability.

Section 3: Application for GML 207-c benefits for an employee of the Department may be made by the employee, the Chief of Police, the Sergeant or some other person acting on behalf of, and authorized by such employee.

Section 4: An application shall be deemed "untimely" unless it is received by the Chief of Police within ten (10) days after the date of the disabling injury or sickness, or within ten (10) days after the employee discovers, or should have discovered, the disabling injury or sickness. The Chief of Police may, in his/her discretion, excuse the failure to file the application within a ten (10) day period upon a showing of good cause, such as in cases where the employee is hospitalized and unable to submit an application.

Section 5: The application must be made in writing on the form provided by the Chief of Police. A sample copy of the form is attached to this procedure.

Section 6: After the filing of said application, the applicant shall submit to one or more medical examinations, as may be directed by the Chief of Police. The cost of medical examinations directed by the Chief of Police shall be at the expense of the Village.

Section 7: The Chief of Police shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML Section 207-c. He/she shall immediately inquire into the facts of each application, and to that end shall have full authority and power to:

1. Employ experts and specialists.
2. Require the attendance of the applicant and all other witnesses for testimony at reasonable times and upon reasonable notice.
3. Require the applicant to sign a form for release of medical information with respect to the applicant.

4. Require the production of all books, papers, documents and other records pertaining to such injury.
5. Do all that may be necessary or advisable in the processing of such application. If an employee is back working and is required to attend a meeting with the Chief of Police at a time other than during the employee's regularly scheduled tour hours, the employee shall be paid for his/her time at the meeting with the Chief of Police in accordance with the terms of the Agreement.

Section 8: Pending the determination of an application, time off taken by the applicant and alleged to be attributable to the injury or sickness which gave rise to the claim of disability, shall be charged to sick leave.

Section 9: The Chief of Police shall render a written decision on the application for benefits within ten (10) days after receipt of all necessary information as indicated in Section 7 above. A copy of the decision shall be mailed to the applicant at the address specified in the application or other representative designated by the applicant. If the Chief of Police does not render a decision within the ten (10) daytime period, the applicant may proceed to the next step of this procedure.

Section 10: If the decision is that the applicant is eligible for disability benefits under GML 207-c, then the applicant shall be so categorized and pursuant thereto shall have, retroactively, his/her status changed from sick leave to injury leave. Such injury leave benefits shall continue so long as the applicant remains eligibly disabled, or until such time as otherwise provided by law.

Section 11: If the decision of the Chief of Police is that the applicant is not eligible for such injury leave benefits, then at anytime within the (10) ten days after the mailing of such decision, the applicant or his/her representative may serve written demand on the Village Board of Trustees for a hearing and further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application and a hearing is needed.

Section 12: In connection with the proceedings herein, a Hearing Officer shall be appointed by the Mayor. The Hearing Officer shall not be an employee of the Village. Prior to the commencement of the hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the Hearing Officer. A copy of the record of the proceedings shall be furnished to the applicant or his/her representative without charge. After the hearing, the Hearing Officer shall submit his/her recommendations to the Mayor within thirty (30) days, setting forth the basis for such recommendation. A copy of the recommendation shall be mailed to the applicant and his/her representative, if any.

The Mayor shall make a written decision within ten (10) days of receiving the Hearing Officer's recommendation. The Mayor's decision shall be subject to review only as provided in Article 78 of the C.P.L.R., (Civil Practice Law and Rules), and not pursuant to Article 75 of the C.P.L.R.

Section 13: An individual who is receiving benefits under GML 207-c shall not engage in outside employment or volunteer work.

Section 14: Review of Disability

- A. The Chief of Police may periodically review cases of employees receiving injury leave benefits for the purpose of determining whether the individual continues to be entitled to disability benefits and in furtherance thereof, may take such action as is appropriate under the law.
- B. An individual who is receiving benefits under GML 207-c shall immediately notify the Chief of Police of a change in condition which enables him to return to normal duty or renders him available for light duty assignment. Failure to so notify the Chief of Police shall constitute grounds for terminating benefits under GML 207-c and/or for disciplinary action.
- C. When in the opinion of the individual's own doctor, or a physician appointed for that purpose by the Village, that an employee on injury leave is able to perform light duty, the Chief of Police shall order the employee to report for such available light duty at a specified date and time by mailing said notice to the employee at the address provided in the application.

Section 15: If an individual receiving GML 207-c benefits refuses or fails to appear for available light duty assignment, contrary to the Chief of Police's orders, payment of the full amount of his/her regular salary or wages shall be discontinued as of the date specified in said order for the individual to return to work. The discontinuation of GML 207-c benefits shall be subject to review as provided in Section 17 of this procedure.

Section 16: If the Chief of Police finds reasonable grounds to believe that a recipient of GML 207-c benefits is no longer or was never eligible for GML 207-c benefits, the Chief of Police shall notify the recipient of the intention to terminate said benefits, the reasons therefore and the effective date of the termination of GML 207-c benefits.

Section 17: If the individual disagrees with the decision to discontinue or terminate GML 207-c benefits, he/she may serve upon the Village, within ten (10) days after the mailing of the Chief of Police's notice, a written appeal and demand for a hearing to review the determination, specifying the basis for the demand. After the service of such demand, the Mayor shall appoint a Hearing Officer who shall forthwith schedule and hold a hearing upon such appeal, at which time the individual may be represented.

Upon such hearing, the individual shall have the burden of proof by a preponderance of the evidence that such individual is eligible for GML 207-c benefits. The Hearing Officer shall not be an employee of the Village. Prior to the commencement of the

hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the Hearing Officer. A copy of the record of the proceeding shall be furnished to the applicant or his/her representative without charge. After the hearing, the Hearing Officer shall submit his/her recommendations to the Mayor within thirty (30) days setting forth the basis of such recommendation. A copy of the recommendation shall be mailed to the applicant and his/her representative, if any. The Mayor shall make a written decision within ten (10) days of receiving the Hearing Officer's recommendation. Such decision shall be subject to review only as provided in Article 78 of the C.P.L.R. and not pursuant to Article 75 of the C.P.L.R.

Section 18: Consistent with the provisions of Section 207-c of the General Municipal Law, the Chief of Police shall have the right to apply for an accidental disability retirement pension and/or for a line of duty disability retirement pension benefit (on behalf of the applicant) from New York State under the Retirement and Social Security Law, notwithstanding the applicant's failure or refusal to do so.

Section 19: Any claim of violation, misapplication or misinterpretation of the terms of this procedure may be reviewed under the contractual grievance arbitration procedure provided however, that the arbitrator shall have no authority to hear evidence on and shall not render an opinion and award which affects an employee's entitlement or lack of entitlement to the benefits of General Municipal Law, Section 207-c.

Section 20: In the event that any Article, Section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any Article, Section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated Article, Section or portion of this procedure.

VILLAGE OF TUXEDO PARK POLICE DEPARTMENT

APPLICATION FOR GENERAL MUNICIPAL LAW SECTION 207-c  
DISABILITY BENEFITS

Name of Applicant: (Print)	Date:
Name of Party Submitting Application: (Print)	Date:

I hereby apply for benefits under GML Section 207-c of the General Municipal Law based upon the following:

(a) Injury sustained in the performance of duty \_\_\_\_\_.

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time, and place where the injury occurred; include the name and rank of other employees who may have witnessed the incident; a brief description of the nature and extent of the injury; list the name and address of medical care providers (including hospitals) who may have treated you to date. Attach any available documents with information relevant to the injury.)

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Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Party Authorized: \_\_\_\_\_ Date: \_\_\_\_\_

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE VILLAGE OF TUXEDO PARK POLICE DEPARTMENT OR ITS REPRESENTATIVES INFORMATION, INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

STATE OF NEW YORK,  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_, BEFORE ME PERSONALLY CAME AND APPEARED TO ME, AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_