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POL / 7761

AGREEMENT

BETWEEN SOUTH NYACK - GRAND VIEW

JOINT POLICE ADMINISTRATION BOARD

AND

ROCKLAND COUNTY PATROLMEN'S

BENEVOLENT ASSOCIATION, INC.

FOR THE PERIOD

JUNE 1, 2004 - MAY 31, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT, made as of the ^{17th} day of April 2005, between the South Nyack - Grand View Joint Police Administration Board, representing the Villages of South Nyack and Grand View, municipal corporations of the State of New York with offices and principal places of business at Village Hall, 282 South Broadway, South Nyack, New York and 118 River Road, Grand View, New York, respectively, hereinafter referred to as "VILLAGES", party of the first part, and the Rockland County Patrolmen's Benevolent Association, Inc., with its principal address as 500 Bradley Hill Road, Blauvelt, New York, hereinafter referred to as the "P.B.A." or the "ASSOCIATION", party of the second part.

IN THE EVENT that there is a change in the South Nyack and Grand View consolidated Police Departments, such change will, nonetheless, be made subject to this AGREEMENT.

WHEREAS, the Village Boards of the Villages of South Nyack and Grand View, New York have heretofore recognized the Rockland County Patrolmen's Benevolent Association, Inc., as the exclusive bargaining agent for all permanent members of the South Nyack - Grand View Police Department, excluding the Police Chief; and

WHEREAS, the negotiating committee designated by the Villages and the negotiating committee designated by the PBA met and conducted the negotiations; now, therefore,

In consideration of the mutual covenants herein contained the parties agree as follows:

WITNESSETH:

ARTICLE I RECOGNITION AND APPLICATION OF CONTRACT

1.1 **Collective Bargaining Unit**

The Village Boards of the Villages of South Nyack and Grand View hereby recognize the Rockland County Patrolmen's Benevolent Association, Inc. as the exclusive bargaining agent for all permanent police officers of the South Nyack - Grand View Police Department, excluding the Police Chief, in accordance with the provisions of the Public Employees' Fair Employment Law of the State of New York.

1.2 **Application of Contract**

The said Association shall represent all police officers in the South Nyack - Grand View Police Department in negotiations and in settlement of grievances, excluding the Police Chief.

1.3 **Term of Contract Agreement**

This contract shall become effective June 1, 2004, and shall continue in force to and including May 31, 2007, unless modified by mutual agreement of the parties hereto. Employees as defined herein shall be police officers and shall not include auxiliary police or crossing guards.

ARTICLE II RIGHTS AND RESPONSIBILITIES

2.1 Term of Rights Agreed Upon

The rights herein accorded to the PBA shall be unchallenged by the Villages until May 31, 2007.

2.2 Term of Budget Date

The budget date herein referred to shall be deemed to be April 1st of each and every year hereafter during the term of this Agreement unless the budget date shall be otherwise changed by law in which case the revised budget date shall control.

2.3 Appointment of Negotiating Committee

The parties of this Agreement agree to appoint negotiating committees to represent each of them during the term of this Agreement. Each party shall notify the other of the members of the negotiating committee not later than January 1, 2007. This committee shall meet periodically during the contract period upon three (3) days' written notice by either party and it shall meet on a twelve (12) hour notice if requested in writing by a member of either committee. Nothing herein contained shall prohibit this committee from meeting at any time mutually agreeable to the member(s) of both committees. Whenever any employee of the Police Department is required to be present at a Committee meeting and he is on duty at that time, the Villages agree that he will be allowed to attend said meeting and that he shall be paid full compensation for the time at the Committee meeting.

2.4 Declaration of Impasse

For the purpose of complying with the provisions of Section 209 of the Public Employees' Fair Employment Law, an Impasse shall be deemed to exist if negotiating committees of the Villages and the PBA fail to achieve agreement by March 1, 2007, or such other date as the parties may agree to.

2.5 No Strike

The Association agrees that no employees of the Police Department shall engage in a strike and that the Association shall in no manner cause, instigate, encourage or condone a strike by any police officer of the Police Department. A violation of this provision shall be punished in accordance with the provisions of the Public Employees' Fair Employment Law as embodied in and being Article 14 of the Civil Service Law of the State of New York and as from time to time amended and then in force and effect.

2.6 Grievance Procedure

The following procedure shall apply concerning any alleged violation or breach of this Agreement or any other grievance pertaining to employment of a member thereof:

(a) Within thirty (30) days after such act occurs, the Association shall submit such grievance in writing to the Chief of Police, setting forth the nature and particulars of the grievance. Within three (3) business days after said Chief receives such grievance, he shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the Association by the Chief of Police within eight (8) days after he receives such grievance, the Association may present such grievance in writing within seven (7) days thereafter to the Chairman of the Joint Board. Within seven (7) days after receiving such grievance, the Chairman shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the mutual satisfaction of the Association by the Chairman and the Joint Board within fifteen (15) days after the meeting with the Association, then any dispute concerning interpretation of this Agreement or any grievance pertaining to employment of an employee hereof shall be submitted to arbitration upon written notification thereof served upon the other party.

(d) The parties agree that when a grievance is moved to the point of arbitration, the parties shall then select from a list of arbitrators from the Public Employees Relations Board (PERB) to resolve said grievance. All costs involved in the arbitration of the grievance shall be borne equally between the parties. The findings, decision, or award of said arbitrator may be enforced by proper action in any court of competent jurisdiction.

(e) The time limits specified in the preceding sections of this article may be extended by mutual agreement of all parties in writing.

ARTICLE III SALARIES AND WAGES

3.1 Pay Scale

A police officer shall reach the grade of first grade police officer after the completion of four (4) years of full time service. For the purpose of making this determination, the anniversary date of his employment as a full time police officer shall be deemed to be the date of his commencement of full time employment. There shall be automatic progression, upon anniversary of employment, from grade to grade in accordance with Civil Service Law and statutory probation periods.

The pay scale for all police officers of the South Nyack - Grand View Police Department beginning June 1, 2004 and ending May 31, 2007 shall be as follows:

Grade	6/1/04	6/1/05	6/1/06
5th	\$49,222	\$51,068	\$52,983
4 th	62,743	65,096	67,537
3 rd	69,716	72,330	75,043
2 nd	76,691	79,567	82,551
1 st	88,510	91,829	95,273
Sgt.	101,785	105,602	109,562
P.T.	22.21	23.05	23.91

Payroll checks will be issued on respective Thursdays before 3 p.m.

In the event the Chief assigns a member of the bargaining unit to detective duties, that officer shall receive a differential equal to five (5%) percent of the First Grade Police Officer salary then in effect. Effective June 1, 2006, this differential shall increase to five and one-half (5½ %) percent. This differential shall not be added to base pay for purposes of computing salary increases. It is understood that this differential is intended to be paid to only one (1) member of the bargaining unit. However, in the event the Police Chief designates any other member of the unit as detectives, those members will receive the additional differential after working in said assignment for thirty (30) consecutive days. The parties agree that nothing contained in this Agreement shall be construed to establish or require the maintenance of the position of Detective.

Any member of the bargaining unit who actually works the midnight to eight a.m. shift (A-Line) shall be entitled to a five (5%) percent shift differential in addition to his/her hourly rate of pay. Effective June 1, 2006, this differential shall be increased to five and one-half (5½ %) percent. The shift differential shall not be added to base pay for purposes of computing salary increases.

The parties agree that when a member of the bargaining unit is working on an overtime basis between the hours of midnight and eight a.m. (A-Line) that member shall not receive the shift differential.

3.2 Longevity Increments

Longevity increments will be as follows for all full time police officers: At the

completion of three (3) years of service; and at the completion of each successive three (3) years of service an additional seven hundred dollars (\$700.00) until the completion of 24 years of service after which no additional increments will be paid. All longevity increments shall be in the amount of \$700.00, regardless of the amount when originally accrued. Effective June 1, 2005 all longevity increments shall be in the amount of seven hundred and twenty-five dollars (\$725.00), regardless of the amount when originally accrued. The increments when earned shall be added to and become part of the annual base pay of the full time police officer entitled to such increment. Effective June 1, 2006, all longevity increments shall be in the amount of seven hundred seventy-five dollars (\$775.00) regardless of the amount when originally accrued.

3.3 Call Out

If any police officer is called to work during the time that the police officer is off duty, he shall be entitled to a minimum compensation of four (4) hours overtime regardless of the length of time worked, except that appearances in the South Nyack - Grand View Justice Court and at Department of Motor Vehicle Administrative hearings will be subject to a minimum compensation of three (3) hours overtime. If the purpose for which the employee was called out is fulfilled in less than the time for which he will be compensated under this clause, he shall not be assigned additional tasks for the purpose of making up such time.

3.4 Out of Title Work

If a full time officer performs the work of a rank superior to his own for a period of more than thirty (30) consecutive days, he shall, commencing on the thirty-first (31st) day, be entitled to receive the wages of such higher rank, for as long as he shall continue to perform such duties.

When a part time police officer is assigned to full time duties for a period of more than thirty (30) consecutive days, he shall be entitled to receive wages according to the full time schedule. The grade under which he shall be paid shall be based upon the equivalent of one (1) full time year for each three (3) part time years worked by such employee. Full time shall be defined as thirty (30) or more hours of work in a week. When the assignment is made, if it is contemplated that the employee will be working on a full time basis for a period of more than six (6) months, he shall receive all benefits to which full time employees are entitled, commencing on the thirty-first (31st) day of such employment. In the event the Villages do not know, from the inception of such employment, that it will carry forward for a period of more than six (6) months, full time benefits shall commence at a point after the thirty-first (31st) day of such employment when it is known that such employment will continue for a period of more than six (6) months provided however, that such benefits shall not commence later than the end of such six (6) month period.

Part time employees who are assigned to full time duty for a period of six months or more will receive full time benefits prorated for the period of full time employment,

except for life insurance which will remain at thirty-thousand dollars (\$30,000.00) until the employee has worked full time for a continuous period of one year. Specifically, the following benefits will accrue on the first day of the seventh month of continuous full time employment: five days vacation, proration of personal days, health and dental insurance, prorated eyeglass allowance, meal allowance, prorated compensatory time for holidays.

ARTICLE IV VACATION AND HOLIDAYS

4.1 Vacation Schedule

Each full time police officer of the South Nyack - Grand View Police Department shall be entitled to a vacation and vacation credits as follows:

Grade 5 - (after 6 month probationary period) - 5 working days

Grade 4 - 10 working days

Grade 3 - 15 working days

Grade 2 - 17 working days

Grade 1 - 20 working days

After 9 years of employment - 25 working days

After 13 years of employment - 30 working days

4.2 Allocation of Vacation Time

The Police Chief shall have full discretion in determining when such vacation or portion thereof may be taken. Any vacation credits not utilized by the end of one year from the police officer's anniversary date can be accrued or credited over to the following year, subject to a maximum carryover of thirty (30) days. Allocation of this time off shall be directly related to the work load of the Department and no vacation period will be allowed at any time which will cause the necessary functions of the Department to be held up or

delayed. Vacation requests submitted less than sixty (60) days prior to the start of the vacation will be granted at the Chief's discretion.

There may be occasions when the Joint Police Board may request an employee to work all or part of the vacation days credited to the employee. The employee shall have the right to refuse such request. In the event the employee works such vacation days, as requested by the Board, the employee shall be paid for such days at the same time and in the same manner as if the days were taken off.

The employee shall also be paid his regular salary for such days actually worked.

4.3 Holidays

The following shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Of these holidays, Christmas, Easter, New Year's Day, Independence Day and Thanksgiving, shall be designated "Family Holidays". A part time police officer who works on any of the "Family Holidays", or Memorial Day, or Labor Day, shall be paid at the rate of time and one-half for all hours worked. Each full time officer shall be granted a compensatory day off, for each of the above mentioned family holidays, regardless of whether or not worked. The officer will be required to use the compensatory day within one

year from the date of the holiday. If the compensatory day is not taken within one year from the holiday, then the officer will lose his entitlement to the day off. For the remaining eight (8) holidays, each full time officer will receive compensatory time off at the discretion of the Police Chief at straight time in accordance with current practice, unless he has worked overtime, for which overtime he shall receive time and one-half or double time as provided in Section 5.2 of this Agreement. Each full time officer shall receive, at his/her option, compensatory time off or payment for 10 of such holidays set forth in this section. Effective June 1, 2005, each full time member shall receive, at his/her option, compensatory time off or payment for 11 of such holidays. Effective June 1, 2006, each full time member shall receive, at his/her option, compensatory time off or payment for 12 of such holidays. All payments due to the officer under this provision shall be paid on the first payday of December of each year. In addition, effective June 1, 2002, the family holidays contained Section 4.3 of the agreement shall be Christmas, New Year's Day and Easter. Each full time officer shall be allowed to accumulate the compensatory time off for holidays up to a maximum of twenty-two (22) days. On the first pay day in December of each year, the Villages shall pay each employee for all accumulated holidays in excess of twenty-two (22), at the daily rate of pay then in effect.

Notwithstanding the foregoing, each officer shall have the option of having such holiday payments deposited in an annuity or 401K plan for the employee's benefit. The Association shall designate only one type of annuity or 401K plan. The employee may elect

to have future payments for holidays paid to such plan.

4.4 Personal Leave

Personal Leave is leave with pay for personal reasons without charge against accumulated vacation, accrued time or sick leave. All full time police officers are entitled to six (6) such days per year. Personal leave days are credited to the police officers on June 1st of every year and any personal leave unused prior to that date is canceled. Personal leave may only be taken with prior approval of the Police Chief, however, police officers need not indicate their reasons for using this time. The Chief of Police may, at his discretion, grant additional personal leave for emergency, family illness or for personal business which cannot be conducted outside working hours.

4.5 Sick Leave

Sick leave with pay is the privilege rather than the right of the employee. All full time police officers in the Police Department shall accrue sick leave in accordance with the following provisions:

A. Sick leave shall be authorized in the event of illness or other physical disability of the employee up to the full extent of accumulated sick leave credits.

B. An employee shall earn sick leave credits at a rate of two (2) days per completed month of continuous service to be credited on the last day of each month. No sick leave credits shall be earned by an employee during any month when on leaves of absence without pay for half or more than the month.

C. Unused sick leave credits may be accumulated up to a maximum of 190 working days. Sick leave credits may be used in four (4) hour units or any multiples thereof.

D. A new employee of the South Nyack - Grand View Police Department, upon entering the employ of the Villages, shall be entitled to an advance credit of twelve (12) days upon which to draw sick leave but he shall earn no other sick leave for the first year of employment.

E. Employees do not accrue vacation, sick leave or other credits while on extended sick leave with half pay. (See Section 4.6. Extended Sick Leave).

F. The employee is responsible for notifying his superior each time sick leave is taken and the reasons thereof. Advance notification must be given as soon as possible but not later than ninety (90) minutes before the employee's normal time for reporting for work.

G. Before absence for personal illness or disability may be charged against sick leave credits, the Joint Board, Police Chief or Sergeant may require such proof of illness or disability as they may deem satisfactory. In addition, the Joint Board may require the employee to be examined, at the expense of the Villages, by the Police Surgeon or by a physician designated by the Joint Board.

H. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating the physical condition of the employee was such as not to justify absence from work, or fulfill any other above sick leave privilege requirements shall be cause for disciplinary action.

I. The Joint Board, Police Chief, or Sergeant may require an employee who has been absent because of personal illness or disability, prior to and as a condition of his return to work, to be examined at the expense of the Villages, by a physician designated by the Joint Board, to establish that he is not disabled from performance of his normal duties and that his return to work will not jeopardize his own health and safety or the health and safety of other employees.

J. Unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from service.

K. Sick Leave Bank - The Villages and the PBA have agreed to establish a sick leave bank. All full time police officers in the South Nyack - Grand View Police Department shall be members of the sick leave bank. Each full time police officer shall donate five sick days to the sick leave bank on July 1, 1992. The sick leave bank shall be administered by a Board of Administration ("Board") comprised of all full time police officers, including the Chief of Police.

The Board shall have full responsibility for the administration of the sick leave bank and be responsible for the maintaining of records regarding the sick leave bank, and must act on each application for benefits within five (5) days of submission. Decisions shall be by majority vote of the Board, and shall be final. The Board shall be obligated to provide a report to the Joint Board, at least once each calendar quarter, indicating the amount of accruals in the bank, and which members have contributed days to the bank, and indicating

any usage of the sick bank days.

Before an application for sick leave days from the sick leave bank shall be approved, a member must exhaust all other available accruals to his credit, including all personal leave days, vacation days, sick leave days, and holidays. The Board, by majority vote, shall have the right to assess each member a specified contribution of sick days, in the event that the bank is reduced below the level that the Board deems desirable. However, in the event that a member is advanced sick days from the bank, the member must repay the bank upon his return to duty at the rate of fifty (50) percent of all his sick leave accruals, until the number of days that he was advanced has been fully repaid to the bank.

The Villages agree that, upon request of the Board of Administration of the sick bank, it will reduce each member's sick leave accruals in the department records, and adjust its records to reflect that those days are being transferred to the sick leave bank.

The Villages further agree that, after any member reaches the maximum accumulation of 190 sick days, the sick leave bank will be credited with the number of days per month that the member would have earned had he not reached the maximum level of accumulated sick leave credits.

No member shall be entitled to receive more than one year's sick leave credits from the sick bank, unless the Villages consent to the advancing of additional days from the sick bank.

All provisions of paragraphs F-J above shall apply to Sick Leave Bank.

basic work schedule for the full time member of the department who is assigned to work the 12 A.M. to 8 A.M. shift shall be five (5) days on, two (2) days off, five (5) days on, two (2) days off, four (4) on, three (3) days off on an ongoing basis. The basic work schedule for all full time members of the department shall result in a 243 day workchart per year, regardless of whether they rotate day shift and evening shift, or work steady 12 A.M. to 8 A.M. tours of duty.

The midnight to 8 shift shall be manned on a steady, non-rotating basis by volunteers or, in absence of sufficient volunteers, by assignment in inverse order of seniority. The other two (2) shifts shall be rotated on a regular basis.

The workweek or work period for part time employees shall be determined by the appointing authority, but in no event shall exceed the basic workweek or period provided for herein.

An employee must work the total number of hours in his basic workweek or work period and if for any reason he works less than the total number of hours in his basic workweek or work period, the difference shall be charged to appropriate leave credits, if any, or shall be considered leave without pay.

5.2 Overtime Compensation

Required and authorized hours of work in excess of the regular assigned basic workweek, or in excess of eight (8) hours in any one day, shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of the employee concerned. The

regular hourly rate of the employee shall be determined by dividing his annual salary by 1946. All longevity salary increments shall be included in determining annual salary. For all work in excess of eight (8) hours beyond the regular assigned basic work week or in excess of sixteen (16) hours in any one day, the employee shall be compensated at two (2) times the regular hourly rate of pay. In the event one (1) or more full time employees are designated as relief, overtime shall be paid for any hours in excess of the equivalent of the 5-2, 5-3 work schedule or in excess of eight (8) hours in a day. Overtime at the rate of one and one-half (1-1/2) times the regular hourly rate of the employee concerned shall also be paid for the first day of work when an employee's schedule is changed on less than twenty-four (24) hours notice to the employee.

5.3 Overtime Checks

Employees shall be entitled, at the employee's option, to overtime paid in a separate check.

ARTICLE VI INSURANCE

6.1 Health and Medical Insurance

The Villages agree to continue to provide, at no cost to the employee, Health and Medical Insurance for all full time police officers and their dependents in accordance with the standards of the N.Y.S. Governmental Employee's Insurance Program. Upon retirement, after a minimum period of ten (10) years service with either Village and directly from employment by either Village, the Villages will pay one-hundred percent (100%) of the

health insurance for a retired full-time police officer and his dependents, for life.

6.2 Dental Insurance

The Villages agree to maintain in effect, and to pay the full cost of the First Ameritas Life Insurance Corporation of New York Dental Plan for all full time employees and their families.

6.3 Life Insurance

The Villages shall provide life insurance, at no cost to the employee, in the amount of three (3) times each respective employee's annual salary as of June 1st of each year, not to exceed a maximum of \$200,000., and \$50,000. for all part time employees, which insurance shall include an accidental death and dismemberment clause as set forth in Schedule 1 of the current existing policy. In the event an employee is killed in the line of duty, the Villages will reimburse the estate up to \$5,000 for vouchered burial expenses.

6.4 Health and Medical Insurance Upon Disability Retirement

The Villages agree to provide, for the full time police officer, his spouse and dependent children, at no cost to the employee, health and medical insurance upon any disability retirement as defined in the New York State Policemen's and Firemen's Retirement System, provided the disability is job-related.

ARTICLE VII MANAGEMENT RIGHTS

7.1 Administration and Control

The cognizance and control of the government, administration, disposition and

discipline of the department is the responsibility of the Joint Board and Police Chief or officer in charge.

7.2 Promotions and Assignments

During the term of this Agreement, all promotions of personnel in the Department shall be in accordance with the Special Police Act of Rockland County and the Civil Service Law of the State of New York, except that as hereinbefore provided, a police officer will reach the grade of first grade upon the completion of four (4) years service. The part time police officers of the Department will be assigned tours of duty by the Police Chief or officer in charge for the best possible service to the Department.

They will be subject to all of the rules and regulations of the Department.

ARTICLE VIII RETIREMENT

8.1 Retirement Plan

The Villages shall provide coverage under Section 384(e) of the Retirement and Social Security Law to all police officers and the Villages will be responsible for paying the full cost of providing coverage under Section 384(e) for all police officers.

8.2 Final Average Salary Clause

The final average salary for retirement purposes shall be based on the last three (3) years of service.

ARTICLE IX UNIFORMS AND EQUIPMENT

9.1 Initial Uniform and Equipment

The Villages will provide each new full and part time police officer appointed to the Department with the necessary items of uniform and equipment required for police personnel as provided for in the attached Appendix "A".

9.2 Uniform Allowance

The Villages shall pay each full time police officer a uniform allowance of \$750.00 in each year of the Agreement. Each part time employee shall be paid a uniform allowance arrived at by dividing the number of shifts worked by such employee in the year prior to the entitlement in question, by the number 230, and then multiplying that result times the full time dollar entitlement of the year in question. Newly-hired full time employees shall be paid the pro rata amount of the annual entitlement of the year in question according to the date of hire. Newly-hired part time employees shall be paid a pro rata amount of money, in accordance with the date of hire, based upon the average of the uniform allowance entitlement of all other part time employees who were employed for the full year prior to the year in question.

In the event a police officer is assigned to perform the duties of a detective, he will receive a five-hundred dollar (\$500.00) uniform allowance, per year. This allowance is in addition to the seven-hundred fifty dollar (\$750.00) uniform allowance for all uniformed police officers. It is understood that not more than one person per year shall be entitled to

this uniform allowance.

9.3 Uniform Replacement

Any item of uniform, clothing, or equipment shall be replaced or repaired by the Villages without cost to any police officer on an as needed basis as determined by the Chief of Police.

ARTICLE X MISCELLANEOUS ITEMS

10.1 Police Surgeon

The Villages agree to continue the office of Police Surgeon during the term of this Agreement and will continue to appoint a doctor of medicine to that position. The Villages agree to continue the appointment of Dr. Richard King as the Assistant Police Surgeon.

10.2 Eyeglass Allowance

The Villages agree that they will reimburse each full time police officer for the cost of eyeglasses or contact lenses, as prescribed by a doctor of medicine or an optometrist for the officer and/or any of his dependents, subject to a maximum of \$400.00 per officer per year. This eyeglass allowance is to be administered according to voucher procedure adopted by the Villages.

10.3 Meal Allowance

Whenever any police officer is required to work more than twelve (12) consecutive hours, the Villages agree to pay him a meal allowance in the amount of Nine Dollars and Fifty Cents (\$9.50). This meal allowance is to be administered according to voucher

procedure adopted by the Villages.

10.4 Mileage Allowance

Whenever any police officer is required to use his personal vehicle in the performance of his official duties or to transact any Village business, the Villages agree to pay him a mileage allowance equivalent to the then applicable IRS allowance and to reimburse him for any toll expenses. It is the responsibility of the police officer to make a written record of his mileage and to obtain toll receipts and to produce them to the Police Chief or Joint Board when requested to. This mileage allowance is to be administered according to voucher procedure adopted by the Villages.

10.5 Agency Fee and Dues Check-Off

The Villages agree to deduct a sum of money from the bi-weekly salary of all police officers who are not members of the Association, an amount equivalent to the amount of dues payable to the Association, and to deduct from the salary of all police officers who are members of the Association, the amount of dues payable to the Association. The Villages Treasurers will be responsible for keeping records of these deductions and will render a check every month in the amount of these deductions to the South Nyack Police Association, acting on behalf of the Rockland County Patrolmen's Benevolent Association, Inc. The South Nyack Police Association will be responsible for notifying the Villages of the amount of money to be deducted.

10.6 Physical Examination

Each police officer shall have the option of receiving an annual physical examination which shall be conducted by the Police Surgeon or Deputy Police Surgeon. The scope and extent of the examination will be at the Police Surgeon's discretion. In the event the Deputy Police Surgeon discontinues services as a "provider" for health insurance reimbursements, the scope and extent of the examination will be determined by the Joint Board. Such examination shall be at no cost to the employee.

In the event that the Joint Board requires any police officer to take a mandatory physical pursuant to Article 4.5 (G) and (I) of this contract or Section 207-c of the General Municipal Law, the Joint Board shall designate three physicians, and the police officer has the right to choose one of the three for such physical examination.

10.7 Air Conditioned Police Cars and Police Station

The Villages agree to continue the practice of purchasing air conditioned police cars and maintaining an air conditioned police station.

ARTICLE XI BILL OF RIGHTS

The following provisions which shall be known as the Bill of Rights are hereby established for the members of the Police Department when interviewed by a Superior of the Department in connection with an official investigation.

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the

municipality.

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

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

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

1. The interview of a member of the force during an investigation shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise as decided by the superior officer. If the officer is not on duty at the time of the interview he shall be compensated for his time.

2. The interview shall take place at a convenient and reasonable location designated by the investigating officer.

3. The member of the force shall be informed of the rank and name of the interviewing officer in charge of the investigation and all persons present during the interview. If a member of the force is directed to leave his post and report for interviewing to another post, his superior shall be promptly notified of his whereabouts.

4. The member of the force shall be informed of the nature of the investigation, before any interview commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the force is being interviewed as a witness only, he should be so informed at the initial contact.

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

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

7. The member of the force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary action. No promises of reward shall be made as an inducement to answering questions.

8. The complete interview of the member of the force shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except by

agreement of both sides. All recesses called during the interview shall be recorded.

9. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given the rights pursuant to the Miranda decision.

10. In non-criminal cases, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel before being questioned concerning violations of the rules and regulations, provided the interviewing is not unduly delayed. However, in such cases, the interviewing may not be postponed for purposes of counsel past twelve hours or 10:00 a.m. of the day following the notification of interview, whichever, is longer. Counsel, if available, and a representative of the Rockland County Patrolmen's Benevolent Association, Inc., may be present during the interviewing of a member of the force.

11. Basically, the aforementioned guidelines will be observed by all superior officers or other officers of the Department while conducting investigations of actions of members of the force.

12. Where the employee is disciplined by suspension or forced time off, such may be, at the employee's option charged against vacation or personal leave time.

13. No press releases shall be issued by the Department relative to any disciplinary action against an employee until a final determination and any appeals in connection therewith have been exhausted or completed.

14. Where during an interview an individual consents to disciplinary action, such consent shall not be binding until twenty-four hours after he is advised of the nature of such disciplinary action or its alternative except in the circumstance where there is danger to the public.

15. One personnel file only shall be maintained on each employee, which file shall contain all information upon which the Department shall rely in evaluating the employee. This section shall not prevent the Village Clerk from maintaining a file on Police employees for other purposes. Such other file shall not contain any information or memorandum that shall be used for the purpose of discharge or discipline or employee evaluation by the Police Chief or Joint Board. The employee has the right to inspect his personnel file upon reasonable notice.

ARTICLE XII SERGEANT

12.1 There will be a fifteen percent (15%) wage differential between the sergeant and the first grade patrolman. The sergeant will spend no more than one (1) hour a day at the desk and the balance of time on patrol in uniform.

As of June 1, 1996, the position of Sergeant is encumbered by Sergeant Bernard Lynch. Upon the Sergeant's retirement, promotion, resignation, or if he is otherwise separated from service with the police department, the position of Sergeant may be abolished by the Villages. In the event the Villages abolish the position of Sergeant, the Villages agree that negotiations between the Joint Police Administration Board and the

accumulate vacation and sick leave credits. However, these officers will not receive compensatory time, required by this contract, for holidays. It is understood that accumulated vacation days are limited to a thirty (30) day carryover from one year to the next. In addition, police officers will not accumulate personal days while on leave with pay for a work related injury or illness.

ARTICLE XVI RANDOM DRUG/ALCOHOL TESTING/WEIGHT-FITNESS STANDARDS

16.1 During the term of this Agreement the parties shall meet and discuss standards and procedures for a random Drug/Alcohol Testing Program and for a Weight & Fitness Program. However, unless there is mutual agreement as to the standards and procedures, no such programs will be implemented. If no resolution of these matters is reached, the parties may submit proposals on these issues during the next round of bargaining.

ARTICLE XVII MANDATORY PROVISIONS

17.1 Savings Clause

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

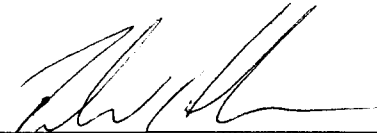
17.2 Statutory Provision

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

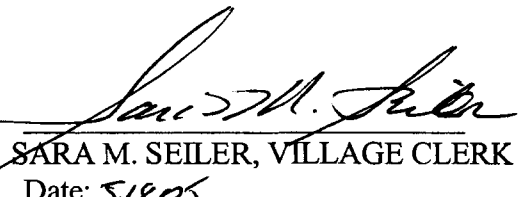
IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL
THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the Villages and the PBA, by their duly authorized representatives, have executed this contract on the day indicated below.

JOINT POLICE ADMINISTRATION BOARD ATTEST:

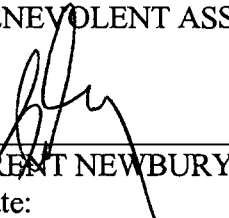


Mayor RICHARD HELMKE, CHAIRMAN
Date: 5.17.05




SARA M. SEILER, VILLAGE CLERK
Date: 5.18.05

ROCKLAND COUNTY PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.



BRENT NEWBURY, PRESIDENT
Date:

ATTEST:



THOMAS ALBIN, PRESIDENT
SOUTH NYACK-GRANDVIEW PBA
Date:

APPENDIX "A"

Long Sleeve Uniform Shirt	3
Short Sleeve Uniform Shirt	3
Uniform Pants	3
Uniform Hat	2
Gunbelt, Holster, Handcuff case, Ammo pouch	1 set
Handcuffs	1 set
Shield (Breast and Hat)	2 sets
Collar Brass	1 set
Uniform "Ike" Jacket	1
Uniform Leather Coat	1
*Pistol, .40 cal. Glock semi automatic	1
Ammunition for duty weapon.....	1 box
Uniform Ties	2
Tie Clasp	1
NYS V & T Law Book	1
*NYS Police Manual for Police	1
Raincoat and Rain hat cover	1
*Foul Weather Boots	1
Nametag	1
**Bullet Proof Vest	1

Uniform Shoes1 pr.
***Insulated Shoes or Boots1 pr.
Maglite Flashlight1
PR 24 Baton1

* All part time police officers will be provided with the above items and amounts with the exception of: Pistol, NYS Police Manual for Police, and Foul Weather Boots.

**All full time and part time police officers shall wear their bullet proof vest at all times while on duty unless the nature of their duty or medical reasons make wearing of same impractical.

*** Not to exceed \$75 per pair.

