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POL / 8326

AGREEMENT
BETWEEN
THE TOWN OF LEWISBORO
AND
THE TOWN OF LEWISBORO
POLICE BENEVOLENT ASSOCIATION

JANUARY 1, 2005 TO DECEMBER 31, 2008

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PREAMBLE

This Agreement made and entered in this 15th day of April, 2010, by the Town of Lewisboro, New York (hereinafter referred to as "Town") and the Town of Lewisboro Police Benevolent Association (hereinafter referred to as "PBA").

ARTICLE 1

RECOGNITION AND APPLICATION OF AGREEMENT

1.1 Definitions

As used herein the following terms shall have the following meanings:

- A. "Town" shall mean the Town of Lewisboro.
- B. "PBA" shall mean the Town of Lewisboro Police Benevolent Association.
- C. "Employee(s)" shall mean any person or persons covered by the terms of this collective bargaining agreement.
- D. "Supervisor" shall mean the Chief Administrator of the Department, as designated by the Town Board.

1.2 Collective Bargaining Unit

The Town recognizes the PBA as the sole and exclusive bargaining agent and representative for all full and part-time police officers, excluding the Chief Administrator and all officers with the in-house title of Lieutenant and above.

ARTICLE 2

COLLECTION OF DUES AND AGENCY SHOP FEE DEDUCTION

2.1 Membership Dues

Upon written authorization of an employee, the Town agrees to deduct PBA membership dues from each payroll check for that employee in the amount specified in the written authorization. The amount so deducted shall be forwarded to the PBA within five (5) business days from the date of the payroll check. The employee may subsequently revoke this deduction authorization, but must do so in writing.

2.2 Agency Shop Fee Deduction

The Town agrees to deduct from each payroll check of a non-PBA member, who is represented by the PBA for the purpose of bargaining, an Agency Shop Fee in an amount allowed by statute and determined by the PBA. The amount so deducted shall be forwarded to the PBA within five (5) business days from the date of the payroll check. The PBA agrees to refund to the Town any Agency Shop Fee paid to it in violation of law, as determined by a court of competent jurisdiction. Any payment not returned may be deducted from the next payment due to the PBA.

ARTICLE 3

RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PBA

3.1 Obligation of the PBA

The PBA affirms that it does not assert the right to strike against the Town, to encourage, condone, assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

3.2 PBA Officers

The PBA shall forward to the Town a list of the names and titles of its officers and representatives, plus changes as they occur.

3.3 PBA Bulletin Board

The Town shall provide a bulletin board at the Police Department for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and the date of removal and must be removed when they have served their purpose. The PBA will be solely responsible for the content of any notices.

3.4 Discrimination

No employee(s) designated pursuant to this Article shall be discriminated against in any way by the Town, due to work performed on behalf of the PBA and its unit members.

3.5 Labor/Management

- A. Authorized spokespersons for the Town and PBA shall meet at the request of either party, to review and discuss questions or differences of opinion concerning the administration of this Agreement or any other term or condition of employment. The request shall be in writing, addressed to the Town Supervisor or PBA President, or their designated representatives, as the case may be, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be addressed.

- B. The labor/management meeting shall be held within fifteen (15) business days after the request has been made.
- C. Any agreement, understanding or modification of this Agreement reached between the parties shall be reduced to writing and signed by an authorized representative of each party and shall not be effective until signed by both parties.

ARTICLE 4

MANAGEMENT RIGHTS

The Town reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically modified by an express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Town in any way in the exercise of its power to plan, determine, direct, and control the nature and extent of its operation; the number, size and location of its facilities; the number of shifts and hours or days of work; the introduction of any new or improved methods or facilities; the direction and control of improved methods or facilities; the direction and control of its working force; the determination of the number of employees it deems essential to fill the various jobs and assignments required; the making or amending of work rules and regulations, except to the extent specifically limited by an express provision of this Agreement. The Employer's failure to exercise any management right shall not be deemed a waiver of that right.

ARTICLE 5

WORKDAY, WORK WEEK, WORK SCHEDULE, SHIFT SCHEDULING AND COURT OFFICER DUTIES

5.1 Workday

The workday of employees shall not be scheduled for less than five (5) hours or more than ten (10) hours, as presently exists. This does not include call-in work.

5.2 Work Week

The work week shall commence at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday.

5.3 Work Schedule for Part-time Employees

The Town shall not require employees to submit their primary employment ("A" job) work schedule (i.e., Monday through Friday or rotating), or any other police department work schedules.

All employees shall supply "availability" by marking the letter "A" next to shifts they are available to work on the "calendar month" sign up form, which shall consist of

dates and shifts for the month used by the Department. All employees shall be entitled to preference for up to two (2) shifts each week by marking a letter "P" next to shift(s) "preferred" to work.

All employees shall supply their availability by the fifteenth (15th) of the month, for one (1) month at a time, three (3) months in advance (e.g., submit availability for the month of July by April 15th and so on).

The Chief of Police or designee shall schedule all employees by seniority. The Chief of Police or designee shall schedule each employee to his/her "preferred" shift selection(s) as set forth above. In the event none of the "preferred" shift selection(s) are available on the schedule for that employee, the Chief of Police or designee shall then schedule that employee to his/her available shift selections, marked with an "A", so that the employee has been scheduled, in total, for up to two (2) shifts each week.

In the event any shift(s) are still not filled, the Chief of Police or designee will then assign employees by seniority from their listed availability to a third (3rd) shift each week as necessary to fill the shift(s). In the event any shift(s) are still not filled, the Chief of Police or designee will then assign employees by seniority from their listed availability to a fourth (4th) shift each week as necessary to fill the shift(s). In the event any shift(s) are still not filled, the Chief of Police or designee shall continue to assign employees by seniority from their availability to an additional one (1) shift each week until the shift(s) are filled.

In the event any shift(s) are not still not filled, the Chief of Police or designee shall contact all employees for additional availability to work the unfilled shift(s). The Chief of Police or designee shall make every effort to fill the unfilled shift(s) in this manner by contacting employees within a reasonable time after completion of the "calendar month" sign up form as set forth above.

After the above has been completed and a shift(s) remains unfilled, as a last resort, the Town has the right to order employees to work to fill the shift(s) that remain unfilled. In that event, all shifts shall be filled by inverse order of seniority, excluding employees that will be actually working his/her "A" job during the unfilled shift(s).

No employee shall be assigned to any shift not marked as "available" on the "calendar month" sign up form, except as set forth above.

- B. There shall be two (2) officers assigned and working patrol duties after 11:00 p.m.
- C. In the event that an employee is unable to report to work, that employee shall make a reasonable effort to find a replacement for his/her shift. In the event that a replacement cannot be found, the employee shall notify the Police Department at a designated telephone number as soon as possible, but in no event less than one (1) hour prior to his/her scheduled shift, unless physically unable to do so. When the employee scheduled has unsuccessfully tried to find a replacement for his/her shift,

the employee on duty at the time of the call shall make a reasonable effort to find a replacement. The replacement officer, if working the previous shift, will need authorization from the supervisor before working on an overtime basis.

D. The shifts are as follows:

- A. 8:00 a.m. to 6:00 p.m. - Monday to Saturday
- A1. 6:00 a.m. to 4:00 p.m. - Monday to Friday
- B. 6:00 p.m. to 11:00 p.m. - Monday to Thursday
- B1.* 4:00 p.m. to 11:00 p.m. - Monday to Thursday
- C. 6:00 p.m. to 3:00 a.m. - Friday to Saturday
- D. 7:00 a.m. to 3:00 p.m. - Sundays and Holidays
- E. 3:00 p.m. to 11:00 p.m. - Sunday and Holidays
- F. Court 7:00 p.m. or 8:00 p.m. to closing Mondays

* If an employee is scheduled for the "B1" shift and is not available to start that shift until after 4:00 p.m., that employee will be allowed to begin his/her "B1" shift as soon as he/she becomes available. All employees will make every effort to arrive on time and sign in when they arrive.

Before changing the above shifts, the Town will notify the PBA in writing and the Town will, within fifteen (15) business days after the written notice, meet with the PBA to discuss the proposed changes, but agreement need not be reached. In the event of a change, the Town will make its best efforts, which shall be reasonable under the circumstances as they exist at that time, to preserve the integrity of the above shifts.

5.4 Shift Scheduling and Court Officer Duties

- A. All shift scheduling shall be on the basis of seniority, and as set forth in 5.3 herein.
- B. An employee shall be permitted to switch his/her work schedule with another employee upon notice to the supervisor, if the switch does not involve the payment of overtime, unless approved by the supervisor.
- C. A full time employee shall cover the Court Officer duties and hours. In the event a full time employee is not available for Court Officer duties and hours, it shall be posted and scheduled by seniority and paid pursuant to this Agreement.

In the event a full time employee cannot cover the scheduled Court Officer duties and hours for any reason, including short notice, he/she will make a reasonable effort to cover the duties and hours with another employee who is not scheduled for trials in the court on that day. In the event no replacement is found, the full time employee, shall notify the employee on duty, who will make a reasonable effort to provide coverage for the court with an employee who is not scheduled to appear for trials in the court on that day.

In either case, if no employee is available to cover the court, and two (2) employees are scheduled for patrol, one (1) of the two (2) employees may be assigned Court Officer duties.

In the event that only one (1) employee is on patrol, or in case of emergency where the second (2nd) employee is needed for other than routine patrol, the least senior employee scheduled for court appearances, in addition to his/her court appearances, shall perform Court Officer duties and remain in court until the employee on patrol returns or the court session is concluded.

5.5 Subcontracting

Work currently performed exclusively by employees may be subcontracted or reassigned to outside groups only after representatives of the Town have met with representatives of the PBA and come to an agreement to do so. In general, this action will be taken when qualified employees are not available for duty, when employees are on regularly scheduled duty hours, or when extra personnel is needed over and beyond what is existing. Compensation for these extra duties will be at regular rate; overtime rates will not apply.

Specific duties included in the above include, but are not limited to:

- A. Regularly scheduled patrols.
- B. Assignment to special Town or community functions.
- C. Leadership of training sessions in a subject or skill in which an employee is certified as an instructor.
- D. Conducting school safety and health programs as requested by the school district.

This paragraph (5.5) shall not apply to any work performed by the New York State Police.

5.6 Workday and Work Schedule for Full-time Employees

- A. The work schedule for the employee who is assigned as the Youth Officer or the Sergeant, shall be Monday through Friday, 7:00 a.m. to 3:00 p.m., excluding holidays as set forth herein, with Saturday and Sunday off.

ARTICLE 6

OVERTIME AND CALL IN PAY

6.1 Overtime Payment and Compensation

- A. Work in excess of the scheduled work day, or forty (40) hours in any work week for a part-time employee, shall be considered overtime and paid at the rate of time and one-half (1.5X) the employee's applicable hourly rate of pay. Overtime must be directed in advance or approved after the fact by the supervisor. If overtime is denied, the employee retains the right to file a grievance.
- B. A full-time employee who works in excess of the eight (8) hour workday, when not scheduled to work, or in excess of forty (40) hours in a workweek, shall be paid at the rate of one and a half time (1.5X) the employee's applicable hourly rate, including longevity, if applicable. All overtime shall be paid in cash. Overtime shall be authorized by the Chief of Police or designee. The full-time employee shall not be assigned or work road patrol duties or special events until all part time employees are canvassed to work first and no one is available to work. All paid leave shall constitute time worked for the purposes of overtime calculation.

6.2 Call in Pay

- A. Any part-time employee who is called in and reports to work when not regularly scheduled shall be guaranteed a minimum of four (4) hours of pay at his/her regular rate, unless such time qualifies as overtime as set forth above. This guarantee does not apply to an employee who is called in early for a regular shift.
- B. A full time employee who is called in and reports for work before or after the employee's regularly scheduled day of work shall be guaranteed a minimum of four (4) hours of overtime pay, to be compensated as provided for herein. This guarantee shall not apply to work which occurs one (1) hour prior to immediately starting a scheduled workday or continues immediately after the scheduled workday.
- C. The minimum guarantee set forth above shall also apply to all employees who are called in on a Holiday, as enumerated in Article 7 - Holidays and Payment. However, in that event, all employees shall be paid overtime as set forth in that Article.

ARTICLE 7

HOLIDAYS AND PAYMENT

7.1 Holidays

All Holidays listed below shall be celebrated on the actual day of that Holiday, unless otherwise noted. An employee who works on a named Holiday below, or any part thereof, shall be paid at the rate of one and one-half times (1.5X) his/her regular rate of pay. The Holidays are as follows:

1/1/05

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday*
3. Presidents' Day
4. Easter Sunday
5. Memorial Day*
6. Independence Day
7. Labor Day*
8. Columbus Day*
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day

1/1/07

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday*
3. Presidents' Day
4. Easter Sunday
5. Memorial Day*
6. Independence Day
7. Labor Day*
8. Columbus Day*
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

1/1/06

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday*
3. Presidents' Day
4. Easter Sunday
5. Memorial Day*
6. Independence Day
7. Labor Day*
8. Columbus Day*
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Eve
13. Christmas Day

1/1/08

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday*
3. Presidents' Day
4. Easter Sunday
5. Memorial Day*
6. Independence Day
7. Labor Day*
8. Columbus Day*
9. Veterans' Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

* This Holiday shall be celebrated on the day recognized by the Federal government.

7.2 Holiday Payment for Full-time Employees

All full time employees shall receive fourteen (14) paid holidays off each year, as designated by the Town in its annual Holiday schedule. In the event that school is not in session on a workday, the Youth Officer shall report and work as assigned from 7:00 a.m. to 3:00 p.m. The reporting to work as set forth herein shall not adversely affect the part-time employees scheduling of work during the hours the Youth Officer is working.

ARTICLE 8

VACATION

- A. Vacation Schedule - On January 1st of each year all full time employees will be credited with vacation time as set forth in the schedule below:

<u>Years of Service</u>	<u>Vacation Days Credited</u>	<u>Years of Service</u>	<u>Vacation Days Credited</u>
1 Year	5 working days	10 years	18 working days
2 years	10 working days	11 years	19 working days
3 years	11 working days	12 years	20 working days
4 years	12 working days	13 years	21 working days
5 years	13 working days	14 years	22 working days
6 years	14 working days	15 years	23 working days
7 years	15 working days	16 years	24 working days
8 years	16 working days	17 years and above	25 working days
9 years	17 working days		

- B. Previous Employment Credit - All full time employees shall be granted vacation credit for previous full time employment with the Town.
- C. Scheduling and Carryover:
- (1) Each full-time employee's requests for vacation must be approved in advance by the Chief of Police and shall be taken throughout the year. The Youth Officer shall take his/her vacation when school is not in session.
 - (2) Vacation days may not be accumulated and must be taken during the year in which they are credited. In extenuating circumstances, the Chief of Police may approve the carryover of vacation days into the following year(s).
- D. Unused Vacation - Upon separation of employment, all full time employees shall be compensated for all unused vacation time. In the case of retirement or resignation, the full time employee shall provide the Town with a minimum of at least two (2) weeks written notice. In the case of death, a full time employee's beneficiary(ies) or estate shall be paid for all unused vacation time.

ARTICLE 9

PERSONAL LEAVE

- A. Effective January 1st of each year, all full time employees shall be credited with five (5) personal leave days (40 hours). An employee hired during the year shall be credited with personal leave days as follows:

<u>Months of Service</u>	<u>Leave Days Earned</u>
January 1 st through March 31 st	5 days
April 1 st through June 30 th	4 days
July 1 st through September 30 th	3 days
October 1 st through December 31 st	2 days

Personal leave is leave with pay for emergencies and personal business, including religious observances which requires the full time employee to be absent from work.

- B. Personal Leave is granted with the approval of the Chief of Police, except in an emergency. An employee shall be entitled to three (3) personal leave days each year without a reason being provided.

ARTICLE 10

BEREAVEMENT LEAVE

In the event of a death within the full time employee's immediate family as defined herein, the full time employee shall be entitled to four (4) work days per occurrence without charge to any other paid leave credits or accruals. The immediate family is defined as follows: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of the spouse or grandchild.

ARTICLE 11

SICK LEAVE

- A. All full time employees shall be credited on January 1st of each year with twelve (12) sick leave days.

All full time employees shall be granted sick leave credit for all previous full time employment with the Town.

Effective January 1, 2005, all full time employees shall be entitled to unlimited sick leave and shall no longer accrue and accumulate sick leave. All unused accumulated sick leave shall be frozen as of December 31, 2004, and upon separation of employment, each full time employee, or in the event of death, the employee's beneficiary(ies) or estate, as the case may be, shall be paid for all unused accumulated

sick leave at the rate of pay in effect at that time. In the case of retirement or resignation, the full time employee shall provide the Town with a minimum of two (2) weeks written notice.

- B. Each full time employee is responsible for notifying the Department each time sick leave is taken. The full time employee shall provide a minimum notice of two (2) hours to the Department.
- C. Upon absences of more than three (3) consecutive working days because of illness or disability which is not related to injury, illness or disability in the performance of duty, the Chief of Police may require a physician's certificate be furnished substantiating the full time employee's claim of illness or disability and anticipated return to work.
- D. Sick leave shall be used in minimum increments of one-quarter (1/4) hour.

ARTICLE 12

HEALTH INSURANCE

- A. The Town shall pay one hundred percent (100%) of the premium or cost for the full time employee and eligible dependants for coverage in the Municipal Employees Benefit Consortium (MEBCO) Plan.
- B. The Town shall provide an HMO option(s) to the full time employee and eligible dependants, and pay one hundred percent (100%) of the premium or cost.
- C. Upon retirement, with at least ten (10) years of service with the Town, the Town agrees to pay one hundred percent (100%) of the premium or cost for full time employees and eligible dependants in the plan named in Section A above or HMO if elected. The Town agrees to pay one hundred percent (100%) of the premium or cost in the event of death for the surviving spouse and eligible dependants until such time the spouse is provided substantially equal health insurance at no cost to him/her and eligible dependants.
- D. A full time employee may elect to decline and waive family health insurance as set forth above. In that event, the employee shall be paid a buy-out of four thousand dollars (\$4,000.00) annually, to be paid in equal payments in the last pay period of each calendar quarter. The employee, upon written notice to the Town, can re-enter the health insurance plan, at the earliest date established by the plan, and receive family health insurance coverage. Upon re-entering the plan, the full time employee shall no longer receive the buy-out, and based upon the re-entry date, receive a pro-rate amount of the buy-out for that calendar quarter.

ARTICLE 13

DENTAL INSURANCE

- A. The Town shall pay one hundred percent (100%) of the premium or cost of dental insurance for the full time employee and eligible dependants for coverage in the MEBCO Plan.
- B. Upon retirement, with at least ten (10) years of service with the Town, the Town agrees to pay one hundred percent (100%) of the premium or cost for full time employees and eligible dependants in the plan named in Section A above. The Town agrees to pay one hundred percent (100%) of the premium or cost in the event of death for the surviving spouse and eligible dependants until such time the spouse is provided substantially equal dental plan at no cost to him/her and eligible dependants.

ARTICLE 14

WELL-CARE

- A. Well-care Allowance – Effective January 1st of each year, the Town shall provide an annual well-care allowance to all full time employees and eligible dependants as set forth below. The allowance may be used for reimbursement of expenses incurred by the full time employee or eligible dependants in the event the expenses are not covered by health insurance, the dental plan or optical costs (examples of expenses that may be covered are physical exams, hearing exams, eye exams, eyeglasses, contact lenses, hearing aids, immunizations, smoking cessation programs, dental charges denied by insurance, annual insurance deductions and co-payments and unusual expenses not covered). Claims for payment of well-care expenses shall be processed through the Town Supervisor's office. An employee hired during the year shall be credited with a well-care allowance as follows:

<u>Months of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Jan. 1 st – March 31 st	\$500.00	\$525.00	\$550.00	\$575.00
April 1 st – June 30 th	\$400.00	\$425.00	\$450.00	\$475.00
July 1 st – Sept. 30 th	\$300.00	\$325.00	\$350.00	\$375.00
Oct. 1 st – Dec. 31 st	\$200.00	\$225.00	\$250.00	\$275.00

- B. Well-care Carryover - Any portion of the well-care allowance not used at the end of each fiscal year may be carried over into the following year, up to a maximum of two thousand five hundred dollars (\$2,500.00). Full time employees shall be granted well-care carryover credits for previous full time employment with the Town.

C. Medicare - If the full time employee has at least ten (10) or more years of full time continuous service with the Town, the full time employee and eligible dependants are entitled to receive reimbursement for the cost of Medicare as follows:

1. must be retired,
2. must be age sixty-five (65) or older, and
3. must be currently enrolled in health insurance provided by the Town when the request for this benefit is made.

Reimbursements shall be paid by the Town on a quarterly basis. The surviving eligible dependant is entitled to continue receiving Medicare reimbursements.

ARTICLE 15

DEFERRED COMPENSATION PLAN

All full time employees may opt to enroll in the New York State 457 Deferred Compensation Plan. The Town agrees to withhold the percentage of the full time employee's wages that are designated for payment into the plan, to the extent allowed by State and Federal law.

ARTICLE 16

UNIFORMS, EQUIPMENT AND PERSONAL PROPERTY

16.1 Uniforms and Equipment

Upon hire, all employees shall receive the required uniform and equipment as set forth in Appendix "A", attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Town requires additional or different uniforms and/or equipment as set forth in Appendix "A", the Town shall provide those articles at no cost to the employee. Thereafter, those articles shall become a part of the minimum list for issue to existing full and part-time employees and added to Appendix "A". The Town shall replace all uniforms and equipment destroyed or damaged in the line of duty or on a normal wear and tear basis at no cost to the employee. The Town shall replace each employee's body armor (bullet proof vest) pursuant to the manufacturer's specifications.

16.2 Uniform Cleaning Allowance

A. Each part-time employee shall receive a uniform cleaning allowance based on the hours worked during the preceding calendar year according to the following schedule:

<u>Hours of Work</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1-199	\$100.00	\$125.00	\$150.00	\$175.00
200-399	\$150.00	\$175.00	\$200.00	\$225.00
400-599	\$200.00	\$225.00	\$250.00	\$275.00
600-799	\$250.00	\$275.00	\$300.00	\$325.00
800 or more	\$300.00	\$325.00	\$350.00	\$375.00

The Town will reimburse the employee up to the maximum allowance for the actual expenditures of cleaning uniforms. Such reimbursement will be made monthly upon the presentation of vouchers from an established cleaner or laundry which reflect the extent and amount of actual cleaning expenses. The vouchers shall legibly describe what was cleaned and the cost of the service. After review of said vouchers by the supervisor of the Department, reimbursement will be paid monthly. At its option, the Town may designate a single dry cleaner or laundry, or a select few of these establishments, for uniform cleaning purposes.

B. During the first (1st) year of employment in the Town, the cleaning allowance will be based on the actual hours worked after being hired.

16.3 Full-time Uniform Allowance and Equipment Replacement

A. Each full-time employee, after their first (1st) year of employment, shall be entitled to purchase uniforms, as set forth in Appendix "A" and made a part of this Agreement, through a voucher, as follows:

<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$775.00	\$800.00	\$825.00	\$850.00

B. All equipment as defined and as set forth in Appendix "A" and made a part of this Agreement, shall be replaced by the Town, at no cost to each full time employee, on a normal wear and tear basis.

The Town shall contract out for a dry cleaning service to pick up and deliver uniforms at a minimum of two times (2x) a week based on the following cleaning schedule for each full-time employee:

- 3 shirts per week
- 3 pairs of pants per week
- 1 tie every 3 months
- 1 jacket every 6 months
- 1 hat every 6 months

In the event a full time employee's uniform, as set forth in Appendix "A" and made a part of this Agreement, is soiled due to the performance of his/her duties, he/she shall be permitted to have those items cleaned, over and above the cleaning schedule herein.

C. Personal Property - Repair or replacement of articles of personal property belonging to the full time employee which are damaged or destroyed in the line of duty shall be reimbursed by the Town, at a cost to the employee, not to exceed one hundred dollars (\$100.00) per incident.

ARTICLE 17

JURY DUTY LEAVE

In the event a full time employee is noticed to appear for Jury Duty, and that employee is scheduled to work, he/she shall be released with pay and without charge to any other paid leave accrual up to a maximum of one hundred and twenty (120) hours (15 work days) each year. The full time employee shall provide a copy of the notice to the Chief of Police or designee.

In the event a full time employee is scheduled to work 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. The full time employee shall be required to use the "Call-In" method, if available. In that event, and if the full time employee is not required to report for Jury Duty, he/she shall report to their regularly scheduled tour of duty.

All fees paid to the full time employee shall be endorsed over to the Town. In the event the full time employee appears for Jury Duty on his/her regularly scheduled day off (pass day), that full time employee shall retain the fees. However, any reimbursement, such as but not limited to mileage, tolls, parking and/or meals, paid for while on Jury Duty, shall be retained by the full time employee.

ARTICLE 18

RETIREMENT PLAN

The Town shall adopt and implement the non-contributory retirement plan under Section 384-d of the New York State and Local Police and Fire Retirement System.

ARTICLE 19

SENIORITY

Seniority shall commence on the date of hire with the Town of Lewisboro Police Department.

In the event of a layoff(s) during any fiscal year, of part-time employees, that employee(s) shall only be laid off in the inverse order of seniority, which shall be his/her date of hire with the Town of Lewisboro Police Department. In the event any of the affected position(s) are to be

filled by the Town at a later date, each employee shall be recalled back to work in the same manner he/she was laid off (last first and so on).

ARTICLE 20

GRIEVANCE PROCEDURE

20.1 Definitions

As used herein, the following terms shall have the following meanings:

- A. "Grievant" shall mean an employee, group of employees or the PBA alleging to have a grievance.
- B. "Grievance" shall mean any alleged violation, misinterpretation or inequitable application of a specific provision of the collective bargaining agreement.
- C. "Business Day" shall mean Monday through Friday, excluding Holidays.

20.2 Procedure

Each Grievant shall have the right to present a grievance in accordance with the procedure provided herein and shall have the right to be represented by the PBA at all stages of the grievance procedure.

Step 1: Supervisor

A Grievant shall present the grievance, in writing, to the supervisor within ninety (90) days of the act or occurrence which is the subject of the grievance. The supervisor shall forthwith, upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussion with the Grievant. The supervisor shall issue a written decision to the Grievant by the end of the tenth (10th) business day after receipt of the grievance.

Step 2: Town Supervisor

If the Grievant is unsatisfied with the decision at Step 1, such party shall, within ten (10) business days of receipt of such decision, forward the grievance and the supervisor's reply to the Town Supervisor for review and decision. The Town Supervisor shall, within ten (10) business days of receipt of the grievance, render a written decision.

Step 3: Town Board

If the Grievant is unsatisfied with the decision at Step 2, such party shall, within ten (10) business days of receipt of such decision, forward the grievance, the supervisor's reply and the Town Supervisor's decision to the Town Board for review and decision. The Town Board shall, within thirty (30) business days of receipt of the grievance, render a written decision.

Step 4: Arbitration

In the event the PBA wishes to appeal the decision at Step 3, such party may submit a demand for arbitration to the New York State Public Employment Relations Board (PERB) within thirty (30) days after receipt of the Step 3 decision. The arbitrator's award shall be final and binding on both parties. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 21

GENERAL PROVISIONS

21.1 Personal Vehicle Usage

An employee required and authorized to use his/her personal car for Town use shall be reimbursed, via separate check, at the Internal Revenue Service (IRS) approved rate per mile.

21.2 Personnel File

An employee shall be entitled to review his/her personnel file in the presence of the supervisor, Town personnel officer, or Town Supervisor. He/she is entitled to a copy of any document before it is placed in the file and may place a written response to that document before it is placed in the file. The placement of a document in an employee's personnel file shall not be the subject of a grievance.

21.3 Town Parks and Recreation Programs

All full time employees shall be entitled to enroll, including eligible dependants, in Town of Lewisboro Parks and Recreation programs, including day camp. The full time employee and/or eligible dependants shall receive a fifty percent (50%) discount towards applicable Parks and Recreation fees, with the exception of programs that require group fees.

ARTICLE 22

BASE WAGE, LONGEVITY AND HOURLY RATES OF PAY

22.1 Hourly Rates of Pay for Part-Time Employees

Effective with the dates set forth below, the hourly rates for part-time employees shall be as follows:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
	W/out BMPTC Certification *	\$18.02	\$18.74	\$19.58	\$20.51
1	Starting w/BMPTC Certification	\$21.20	\$22.05	\$23.04	\$24.13
2	Starting 2 nd Year	\$22.89	\$23.81	\$24.88	\$26.06
3	Starting 3 rd Year	\$24.86	\$25.85	\$27.01	\$28.29
4	Starting 4 th Year	\$26.82	\$27.89	\$29.15	\$30.54
5	Starting 5 th Year	\$28.51	\$29.65	\$30.98	\$32.45
	Sergeant (P/T) **	\$31.36	\$32.62	\$34.08	\$35.70

* An employee who is not certified and attending the required Basic Municipal Police Training Council (BMPTC) Academy, shall be paid at 85% of the Step 1 – Starting with BMPTC Certification hourly rate of pay, without overtime being paid.

** The part-time Sergeant(s) shall be paid a 10% differential above the Step 5 – Starting 5th Year hourly rate of pay.

22.2 Base Wage Schedule for Full-Time Employees

Effective with the date set forth below, the fulltime employee's Base Wage shall be:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1	Starting	\$35,618	\$37,101	\$38,592	\$40,136
2	Starting 2 nd Year	\$41,530	\$43,191	\$44,919	\$46,716
3	Starting 3 rd Year	\$47,379	\$49,274	\$51,245	\$53,295
4	Starting 4 th Year	\$59,078	\$61,441	\$63,899	\$66,455
5	Starting 5 th Year	\$67,454	\$70,152	\$72,958	\$75,876
	Sergeant(s)*	\$74,199	\$77,167	\$80,254	\$83,464

* The Sergeant shall be paid a 10% differential above Step 5 – Starting 5th Year Base Wage.

22.3 Longevity Schedule for Full-time Employees

The full time employee's longevity shall be:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
6	Starting 6 th Year	\$1,200.00	\$1,225.00	\$1,250.00	\$1,275.00
7	Starting 10 th Year	\$1,700.00	\$1,725.00	\$1,750.00	\$1,775.00
8	Starting 15 th Year	\$2,250.00	\$2,275.00	\$2,300.00	\$2,325.00
9	Starting 20 th Year	\$3,200.00	\$3,225.00	\$3,250.00	\$3,275.00

Longevity shall be paid in the first (1st) pay period of December each year. The amount of longevity paid shall be incorporated into the employee's hourly rate for the purposes of calculating the overtime rate of pay. All full time employees shall be granted longevity service credit for all previous full time employment with the Town.

22.4 Training

All in-service training (i.e., firearms, etc.) shall be paid at the part-time employee's hourly rate of pay, without overtime being paid.

ARTICLE 23

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any police officer of the Police Department of the Town of Lewisboro

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The parties acknowledge and agree that the provisions of General Municipal Law Section 207-c apply to part-time police officers. For the purpose of applying payment of General Municipal Law Section 207-c to part-time police officers, "regular salary or wages" shall be calculated by multiplying the employee's hourly rate, times the average number of hours worked per week by the employee during the one (1) year (52 week) period immediately preceding the performance of duty injury or illness.

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a) **Employer:** The Town of Lewisboro
- b) **Chief:** The Chief of Police of the Town of Lewisboro
- c) **Claimant:** Any police officer of the Town of Lewisboro who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
- d) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein which may include the Chief of Police.

Section 3. Application for Benefits

- 1. (a) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file an application for benefits with the Claims Manager within ten (10) calendar days after the incident giving rise to the injury or sickness or within ten (10) calendar days after the Claimant should have become aware of the injury or illness. Upon good cause shown, an application for Section 207-c benefits may be entertained at the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required ten (10) calendar days.
- (b) The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances:
 - (i) after filing the application, but before the determination of the Claims Manager and
 - (ii) as set forth in Section 11 of this procedure.
- (c) All applications for Section 207-c benefits shall be in writing, using official application form(s), which shall include the following:
 - (i) the time, date and place where the injury or illness producing incident occurred;
 - (ii) a detailed statement of the particulars of the incident;
 - (iii) the nature and extent of the Claimant's injury or illness;

- (iv) the Claimant's mailing address;
 - (v) the names of any potential witnesses; and
 - (vi) the name and address of all of the Claimant's treating physicians.
- (d) A copy of the Department line of duty incident report shall be attached to the application.

2. An application for Section 207-c benefits may be filed by either the Claimant or by some other person authorized on behalf of the Claimant where the Claimant's injury or illness prevents him/her from filing the Department line of duty incident report or Section 207-c benefits application.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claims Manager's authority shall include, but not be limited to, the following:

- (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
- (c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
- (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
- (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) do all that is necessary or reasonable in the processing of said application.

3. A Claimant must cooperate with the Employer and provide all necessary information, reports and documentation.

4. A determination of initial eligibility by the Claims Manager shall be made within a reasonable time, based upon the investigation, without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within ten (10) calendar days after mailing of the determination to Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the full-time Claimant that he/she claims is the result of the injury or illness giving rise to the application, shall be charged to the full-time Claimant's sick leave time. However, upon the granting of 207-c benefits, the full-time Claimant's personnel record shall reflect that no sick leave was used. A part-time Claimant shall be paid pursuant to Worker's Compensation for the period of time he/she has not been granted 207-c benefits. Upon the granting of 207-c benefits, the part-time Claimant shall be paid the difference between his/her "regular salary or wages", as set forth in Section 1 herein, from the time of the injury or illness until the time of the granting of 207-c benefits. Thereafter, a part-time Claimant shall be paid his/her "regular salary or wages", as set forth in Section 1 herein. Any Worker's Compensation benefits thereafter shall be paid to the Employer pursuant to Section 12 herein.

Section 6. Medical Examinations and Treatment

1. After the filing of an application, the Claims Manager may require a Claimant/Recipient to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determination of eligibility, to determine if the Claimant/Recipient is able to perform his/her regular duties or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a Claimant/Recipient to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant/Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, on the basis of the refusal. A Claimant/Recipient contesting the termination must make written request for a hearing to appeal to the Claims Manager within ten (10) calendar days after mailing of the termination notice, and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. The Claimant/Recipient shall cooperate in scheduling of the examination(s) and treatment, providing medical records relating to the injury or illness to the Employer's examiner, and in answering questions placed by the health care provider relating to the injury or illness.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant/Recipient of Section 207-c benefits shall be required to file a copy of any and all

reports with the Claims Manager. The Claimant/Recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant/Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein, Workers' Compensation and applications made pursuant to the Retirement and Social Security Law.

3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.

4. Any claim for surgical operations or physiotherapeutic procedures (i.e., chiropractic care or physical therapy) must be pre-approved by the Claims Manager, unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Employer reserves the right to arrange for alternate methods for the Claimant to receive prescriptions, applications and supplies (For example: prescription drug card).

Section 7. Light Duty Assignments

1. Any recipient may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform specified light duty. Any recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, at his/her sole discretion, to perform such light duty.

2. A recipient who disagrees with the order to report for light duty and has conflicting medical documentation that he/she is unable to undertake light duty shall submit the medical documentation to the Claims Manager within ten (10) calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical documentation and within ten (10) calendar days of its receipt shall issue to the Chief and recipient a decision as to whether the order to return to light duty should be confirmed, modified or withdrawn. If the recipient is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within ten (10) calendar days after mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a recipient who submits conflicting medical documentation with the order to report to light duty, until it is determined whether the recipient is capable of performing the light duty. Where a determination has been made by the Claims Manager that the recipient can report to and perform light duty and that individual fails or refuses to perform light duty that recipient's Section 207-c status shall be

discontinued.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his/her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- (a) requiring recipient to undergo medical examination(s) and treatment by physician(s) or medical provider(s) chosen by the Claims Manager;
- (b) requiring recipient to apprise the Claims Manager as to his/her current condition; and
- (c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including, but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the recipient in writing of the termination and reason for the termination. Notice of such termination, and the reasons therefore, shall be served by mail upon the recipient and the Chief. If the recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the Claims Manager with respect to the recipient's eligibility, the recipient shall continue to receive Section 207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer. The following individuals shall serve as Hearing Officers:

- A. Joel Douglas
- B. Rosemary Townley

(a) The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can

comply with this time limit. In the event none of the Hearing Officers are available within sixty (60) calendar days, the Hearing Officer who has the first available date will be assigned.

(b) The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the person(s) whose reports were reviewed by the Claims Manager shall be permitted.

(c) After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager as long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.

(d) The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

(e) The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Town Board, with a copy to the Claimant/Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The Town Board shall provide its written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the Town Board shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid by the Employer.

2. In the event there is a sole medical dispute between the employee's doctor and the Employer's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree to select a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to agree upon a third (3rd) neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

Section 12. Coordination with Worker's Compensation Benefits

1. Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the Employer for periods during which a Claimant received Section 207-c benefits. If the Claimant shall have received any Worker's Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. General

1. Any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce, add or enlarge the benefits or rights contained in the statute or any amendments made thereto, unless so specified. The intent is to read this procedure in conformity with General Municipal Law Section 207-c. The procedure is not intended to increase, diminish or impair the level of benefits and/or terms and conditions of employment currently received by General Municipal Law Section 207-c recipients pursuant to the statute, expressed provisions of the collective bargaining agreement or practice.

2. The only issues applicable to a Hearing Officer are determinations of initial eligibility, order(s) to return to light duty based on conflicting medical documentation or termination of Section 207-c benefits.

3. After returning to full duty from a Section 207-c injury or illness, a claim for benefits based on a recurrence of the injury or illness shall be treated as a new application for Section 207-c benefits.

ARTICLE 24

SEPARABILITY

In the event that any provision of the collective bargaining agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any other provisions of this Agreement, it being the express intent of the parties hereto that all provisions of this Agreement, not declared invalid shall remain in full force and effect. In that event, the parties shall meet and negotiate the impact of the provision of this Agreement that was declared invalid.

ARTICLE 25

MANDATED PROVISIONS OF LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 26

DURATION

This Agreement shall be effective from January 1, 2005 through December 31, 2008.


In the event this Agreement expires, and there has been no successor Agreement negotiated nor compulsory interest arbitration award rendered, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or a compulsory interest arbitration award alters any of the terms and conditions of employment.

FOR THE TOWN OF LEWISBORO


By: Charles P. Duffy, Supervisor

4/13/2010
Date

FOR THE TOWN OF LEWISBORO
POLICE BENEVOLENT ASSOCIATION


By: Thomas Ritchey, President

4/13/10
Date

APPENDIX "A"

Uniforms and Equipment

All employees shall be provided, at the Town's expense, initial uniforms and equipment, which, by agreement, shall consist of the following minimum items:

Part Time Employee Uniform

2 pair of pants (all season wear)
2 long sleeve shirts
3 short sleeve shirts
2 pair of shorts
1 tie
1 tie clasp
2 turtlenecks
1 spring jacket
1 heavy winter jacket
1 raincoat
1 hat
1 raincover for hat
1 pair of shoes or boots

Full Time Employee Uniform

4 pairs of pants (all season wear)
4 long sleeve shirts
4 short sleeve shirts
2 pair of shorts
1 tie
1 tie clasp
2 turtlenecks
1 spring jacket
1 heavy winter jacket
1 raincoat
1 hat
1 raincover for hat
1 pair of shoes or boots

Part time and Full Time Employee Equipment

1 Garrison belt
1 Sam Brown belt
1 duty belt
1 weapon and gun belt
1 holster
2 shields
1 hat shield
1 officer's shield
14 Town of Lewisboro PD patches
1 name tag
1 ID card
2 sets of collar brass
1 handcuff case
1 pair of handcuffs with keys
4 belt keepers
1 baton holder
1 ASP baton
1 cannister of pepper spray with holder
1 flashlight
1 portable radio

- 1 radio holder
- 1 key strap
- 1 hash mark (for every 3 years of service)
- 1 ammo case (double magazine capacity)
- 2 spare ammo magazines (sufficient ammunition for maximum capacity of issued weapon and spare magazines)
- 1 bulletproof vest (to be replaced pursuant to manufacturer's minimum specifications)

Any uniform or equipment not previously issued in accordance with this list shall be provided to each employee.

It is agreed and understood that the type, fashion and style of the uniform shall be at the sole discretion of the Town.