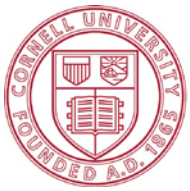

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Union: **Police Benevolent Association of the City of Port Jervis**

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POL\6901

AGREEMENT

Between

CITY OF PORT JERVIS

and

POLICE BENEVOLENT ASSOCIATION OF THE CITY OF PORT JERVIS, INC.

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 1 6 2009

ADMINISTRATION

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This Agreement is made this _____ day of _____, 2007 by and between the POLICE BENEVOLENT ASSOCIATION OF THE CITY OF PORT JERVIS, INC. (hereinafter referred to as the "PBA") and the CITY OF PORT JERVIS (hereinafter referred to as the "City").

ARTICLE 1

PURPOSE AND INTENT OF AGREEMENT

Section 1

The purpose of this Agreement is to provide orderly collective bargaining relations to secure prompt and equitable disposition of grievances, to establish fair wages, hours, and other working conditions, to maintain a harmonious relationship between the PBA and the City, and to promote the stability, general welfare and prosperity of the City of Port Jervis and its citizens.

Section 2

It is understood that the PBA and the City will cooperate in an effort to maintain and promote the effectiveness and efficiency of the Police Department of the City of Port Jervis.

Section 3

In consideration of the provisions contained herein, the PBA recognizes its responsibility to sustain and promote maximum efficiency and service to the City during the term of this Agreement. In like manner, the City recognizes its responsibility to support and maintain a harmonious relationship between the PBA and the City for the benefit of the Police Department and the citizens and residents of Port Jervis.

ARTICLE 2

APPLICABLE JURISDICTION - PROHIBITION AGAINST STRIKE

Section 1

This Agreement shall be administered, interpreted, and enforced according to all the relevant statutes, rules, regulations and ordinances of the State of New York and the City of Port Jervis applicable thereto, and the rules and regulations of the Public Employment Relations Board of the State of New York.

Section 2

It is understood that as mandated by Article 14 of the Civil Service Law of the State of New York, there shall be no strike during the life of this Agreement, nor shall any employee, representative or official of the PBA authorize, assist, or encourage any strike or work stoppage during the life of this Agreement. If any employee, or group of employees represented by the

PBA, shall violate the provisions and or intent of this paragraph, the PBA, through its proper officers, will promptly notify the City and such employee or employees in writing of its disapproval of such violation.

ARTICLE 3

TERM OF AGREEMENT

Section 1

This Agreement shall be effective January 1, 2008 through December 31, 2010. The parties also agree to use their best efforts to commence negotiations on or before September 1, 2010.

Section 2

During the term of this Agreement, the City recognizes the PBA as the sole and exclusive negotiating representative for all full-time appointed police officers in the employ of the City. The recognition of the aforesaid bargaining unit shall not include the Chief of Police, Deputy Chief of Police or Lieutenant.

Section 3

The recognition accorded to the PBA by the City hereunder is subject to the provisions of Section 208 of Article 14 of the Civil Service Law of the State of New York and particularly sub-paragraph "c" thereof, and it is understood that the recognition of the PBA by the City pursuant to this Agreement shall not preclude a re-determination of representation status as provided in the New York State Public Employment Relations Board ("PERB") Rules of Procedure.

ARTICLE 4

BASE WAGE

The Base Wage schedule shall be set forth in Schedule "A", annexed hereto and made a part of this Agreement.

ARTICLE 5

ADDITIONAL CITY OBLIGATIONS

As an incident to the recognition granted by the City to the PBA, the City will:

i. Provide reasonable space upon its present bulletin boards at City buildings for posting of PBA notices.

ii. Furnish each employee who achieves permanent and full time status as a police officer, a copy of this Agreement.

iii. Permit officers and agents of the PBA to use City facilities for the conducting of general PBA business.

iv. Permit officers of the PBA and those designated to adjust grievances and other PBA business, to have a reasonable amount of free time from their regular duties to fulfill these obligations whenever practical.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1

In the operation of the City of Port Jervis, it is recognized that on occasion, a complaint may arise between the City and the PBA or between the City and any one or more of the employees included in this Agreement, concerning the meaning or application of compliance with any section of this Agreement, or such other matters affecting employment of a police officer not otherwise herein specifically provided for. Such complaints may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or for countless other ways in which there was no intent to cause a misunderstanding.

The City and the PBA earnestly desire that such complaints or differences be promptly settled so that services and efficiency in the City by its employees shall not be interrupted and the morale and earnings of the employees shall not be impaired. Accordingly, a procedure for the adjustment for such complaints that may arise is outlined below.

Section 2

The PBA specifically agrees that the settlement of complaint procedures shall be the primary method available for adjusting employee complaints. Accordingly, the PBA pledges that if any dispute arises under this Agreement, it should be settled in the manner provided for in this Article.

Section 3

A grievance may be filed either by an individual employee or the PBA. A grievance filed by the PBA may be filed on its own behalf or for an employee(s) without that employee(s) signing the grievance. The PBA may appoint a Grievance Committee to represent employees and the PBA settling complaints.

Section 4

The procedure for orderly and prompt disposal of employee complaints shall be as follows, provided that the grievance is filed within thirty (30) calendar days at Step 1 from the date the grievant discovered the alleged violation or date the grievant should have reasonably discovered the alleged violation:

Step 1: Chief of Police

Initially, any grievance by an employee and/or PBA (hereafter referred to as the grievant) shall be presented to the Chief of Police or his/her designee. If the grievant so elects, the grievant may have a PBA representative and/or counsel of choice present when he/she initially submits his/her grievance to the Chief of Police. The Chief of Police or his/her designee's decision to the grievance shall be made within seven (7) calendar days after receipt of the grievance. No response shall be deemed a denial.

Step 2: Mayor

If within seven (7) calendar days, the grievant is dissatisfied with the disposition of the grievance, the grievant shall then present a formal written grievance setting forth the facts and circumstances to the Mayor for disposition. The Mayor's decision to the grievance shall be made within seven (7) calendar days after receipt of the grievance. If within seven (7) calendar days the grievant is dissatisfied with the disposition of the grievance, an appeal may be submitted to the Common Council, with service on the City Clerk. No response shall be deemed a denial.

Step 3: Common Council

Thereafter, within fourteen (14) calendar days after the filing of the appeal, a hearing shall be held before the Common Council, unless a different time is agreed upon between the parties. The determination by the Common Council shall be in writing and copies thereof filed with the City Clerk and the PBA. Said decision shall be made within fourteen (14) calendar days after the conclusion of the hearing.

Step 4: Arbitration

In the event the PBA is dissatisfied with the decision of the Common Council, a demand for arbitration may only be submitted by the PBA within ten (10) calendar days from receipt of the Common Council's response. This shall be satisfied by submission of a letter to the Mayor stating the demand to proceed to arbitration. If the parties are unable to agree to the selection of an arbitrator, then a demand shall be filed with the American Arbitration Association. The determination of the arbitrator shall be final and binding upon the parties hereto subject to any rights either party may have under Article 78 of the CPLR.

The grievance procedure provided for in this Article shall be available to the City as well as to any employee.

Any grievance by the City against the PBA as an entity will be filed in writing and commenced under the procedures set forth in Section 4, Step 4 hereof, except that the City or the PBA, at its option, may elect to utilize the procedures as defined by the Civil Service Law of the State of New York should it deem such procedures more appropriate under the circumstances.

Section 5

The employee filing the grievance, or the PBA Grievance Committee acting on his/her behalf and/or the PBA, shall have the right to be represented at all stages of the grievance procedure by a PBA representative and/or attorney of his/her choice.

ARTICLE 7

PBA DUES AND CHECKOFF -AGENCY SHOP FEE AGREEMENT

Section 1

The City shall check off PBA dues only on presentation of checkoff authorization cards containing a no strike pledge, voluntarily and individually authorized from employees in accordance with the law. The City will then deduct such dues in the amounts certified to the City by the Secretary of the PBA and promptly remit to the PBA said dues as certified by the Secretary. The PBA will indemnify the City against all claims made against it by reason of compliance with this Article.

Section 2

The PBA shall supply a list of names to the City of those members of the bargaining unit who are not members of the PBA. Payroll deductions shall be made from the non-member individuals in a dollar amount indicated by the PBA in accordance with its by-laws.

ARTICLE 8

DUTY TOURS, OVERTIME AND PAYDAY

Section 1

All employees who are assigned to be on duty in the open air, on the streets or other public places of the City, shall be assigned to not more than one (1) tour of duty: which shall not exceed eight (8) consecutive hours of each consecutive twenty-four (24) hours and no employee shall be assigned to more than forty (40) hours of duty during any seven (7) consecutive day period, except in the event of strikes, riots, conflagrations, or occasions where large crowds shall assemble or other similar emergencies, or on a day on which an election authorized by law shall be held, or for the purpose of changing tours of duty, in any of which events said employee may

be continued on duty for such hours as may be necessary. Each employee, other than relief officers, must have sixteen (16) consecutive hours off between tours of duty, except for training as set forth herein.

Section 2

In the event an employee is required to work overtime as herein provided, he/she shall receive overtime compensation at the rate of time and one-half (1.5X) for those hours worked in excess of his/her regular eight (8) hour tour of duty. The computation shall be determined on the basis of two hundred and forty-nine (249) days per year. In the calculating of the rate of overtime compensation, there shall be included any increments to which an employee may be entitled. In the event an employee is called in when not on duty, overtime compensation shall be a minimum of three (3) hours.

Section 3

Wages or salaries shall be paid weekly, on Friday, unless a bank holiday falls on Friday, in which event the payday shall be Thursday.

Section 4

The City has the right to change tours of duty for the purpose of training.

There shall be a minimum of eight (8) hours off between the re-scheduled training tour of duty and the employee's tour of duty prior to, and subsequent to, the re-scheduled tour of duty.

Any employee, including relief officers, whose regularly scheduled tour of duty is changed for the purpose of training, shall receive three (3) hours of inconvenience pay at the rate of straight time, in addition to the regular compensation to be received by the employee for working the re-scheduled tour of duty.

In circumstances where there is consecutive training, inconvenience pay shall only be paid for the initial change in tour of duty.

The City shall be permitted to change the tour of duty of any employee who is regularly scheduled for the 11:00 p.m. to 7:00 a.m. tour of duty the night prior to a scheduled training session so that there is at least sixteen (16) hours off between the re-scheduled tour of duty and the start of training.

A training assignment outside the City, which commences at 8:00 a.m. and ends at 4:00 p.m. or commences at 9:00 a.m. and ends at 5:00 p.m. shall not constitute a change in tour of duty for an employee assigned to the 7:00 a.m. to 3:00 p.m. tour of duty.

ARTICLE 9

HOLIDAYS

Section 1

The following days shall be regarded as Holidays:

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

Section 2

In the event an employee is required to work on any of the above Holidays, or if a Holiday falls on an employee's legal day off, he/she shall receive equivalent time off, with pay, computed at his/her regular rate of pay, although no work is performed. Response to a request for a Holiday shall be made within five (5) calendar days of receipt of the request. Receipt shall be deemed to be made the day of the next scheduled tour of duty of the Chief of Police or designee, to whomever the request is made. Request for paid Holidays cannot be made more than thirty (30) calendar days in advance of requested date and must be received not less than five (5) calendar days prior to requested date.

Section 3

Four (4) or five (5) days of the equivalent time off referred to in Section 2 above must be taken in a one (1) week block. Said one (1) week may be taken with the employee's vacation if the employee elects to do so. The remaining seven (7) or eight (8) Holidays may be taken at any time of the year, provided the employee utilizes four (4) of the remaining seven (7) or eight (8) Holidays (Holidays not taken in a block) prior to July 1st. Nothing shall be construed to limit the City's discretion to deny Holiday time requests. However, Holidays requested which are submitted in either the last week of May or the last week of November which are denied, may be resubmitted for reconsideration within five (5) calendar days of the receipt of the denial.

ARTICLE 10

VACATION, PERSONAL DAYS, BEREAVEMENT DAYS AND JURY DUTY

Section 1

The vacation schedule shall be as set forth below for the duration of this Agreement, and the vacation step of each employee shall be determined by the anniversary date of each employee's appointment as a full time employee.

Years of Service	Weeks of Vacation
0 years through 11 months, 29 days	No vacation
Start 1st year through completion 5th year	2 weeks each year
Start 6th year through completion 10th year	3 weeks each year
Start 11th year through completion 15th year	4 weeks each year
Start 16th year through completion 20th year	5 weeks each year
Start 21st year and beyond	6 weeks each year

Vacation may be taken at any time.

At least two (2) weeks of vacation must be taken consecutively and at the employee's option, a third consecutive week may also be taken. In accordance with existing practice, vacations will be bid based upon seniority and the vacation periods will be divided into three (3) week blocks. An employee may bid two (2) weeks out of a three (3) week block and in that event, another employee may bid the remaining week.

The City agrees that with a minimum of seventeen (17) patrol positions, including relief police officers as of November 1st of each year, those employees shall be allowed to double bid vacation subject to the following restrictions: (a) no two (2) employees on the same tour of duty can bid for vacation during the same week; (b) a maximum of two (2) employees shall be allowed vacation in any one (1) week; and (c) no two (2) relief police officers can bid vacation during the same week.

In accordance with the above, each employee must bid his/her selection in each round within three (3) calendar days of the previous employee's selection. Therefore, each employee has to make a decision on which vacation he/she would like to bid and expedite the bidding process. If an employee exceeds the three (3) calendar days without bidding, he/she will be skipped and will not be able to bid until his/her next round or the last bid, whichever comes first. It will be the responsibility of the employee to know when his/her bid is up.

Each employee shall bid a block of Holidays, which shall consist of either four (4) or five (5) consecutive days. At least half of the remaining Holidays must be used by July 1st and the balance must be used by December 31st. All Holiday requests for the first half of the year must be submitted by June 1st. All Holiday requests for the second half of the year must be submitted by November 30th.

Vacation may not be accumulated.

Section 2

Each employee shall be entitled to a maximum of four (4) work days bereavement leave during the year for each death which may occur in the employee's immediate family. Immediate family shall be defined as an employee's spouse, parent(s), child(ren), brother(s), sister(s) and spouse's parent(s). Two (2) work days bereavement leave will be granted to an employee for each occurrence in the event of a death of the employee's and/or spouse's grandparent(s).

Section 3

Earned and unused vacation time or time allowances granted in lieu of overtime compensation, credited to the employee at the time of his/her separation from service, except for discharge for cause, shall be paid in cash to said employee. No such payment shall be made in the event an employee is discharged by reason of his/her conviction for the commission of a felony, misdemeanor, or other misconduct within the meaning of the Civil Service Law. In case of death in service by such employee, said accumulated or unused time allowances granted in lieu of overtime, or vacation not used, shall be paid in cash to his/her beneficiaries.

Section 4

Each employee shall be entitled to four (4) personal leave days each year. Requests for personal leave will not be unreasonably withheld and a response to a request for personal leave will be made within three (3) working days of the request. Unused personal leave days shall be added to the accumulated sick leave but in no event shall accumulated days exceed the amount set forth in Article 11, Section 1. Any employee hired during the year shall be credited with one (1) personal leave day each calendar quarter. In the event an employee hired during the year requires additional personal leave, not yet credited, the employee may apply to the Chief of Police for advanced crediting and usage. Thereafter, every January 1st, each employee shall be entitled to four (4) personal leave days each year as set forth above.

Section 5

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

In the event a full time employee is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall be switched to the 7 a.m. – 3 p.m. tour of duty, but shall report for Jury Duty as required. In the event Jury Duty goes beyond eight (8) hours, the City shall not be required to pay that employee overtime. All fees paid to the employee shall be endorsed over to the City. However, any mileage, tolls and/or parking reimbursements for appearing at Jury Duty shall be retained by the employee. In the event the employee does not have to report for Jury Duty, that employee shall report to his/her regularly scheduled tour of duty.

ARTICLE 11

SICK TIME AND ACCUMULATED SICK TIME CONVERSION

Section 1

Each employee shall be entitled to eight (8) hours of sick time per month, and may accumulate up to one hundred eighty (180) days. When an employee becomes sick on the job, the time loss will be computed on an hourly basis and subtracted from accumulated sick leave on the same basis. An employee who calls in sick on a day in which he/she has requested as a day off, but which was denied, shall be required to submit a physician's note to substantiate the absence immediately upon his/her return to work. Upon termination of service by retirement, death, or job related disability, an employee shall receive in cash, an amount equal to ninety percent (90%) of his/her accumulated sick time. The remaining ten percent (10%), as the case may be, of the employee's accumulated sick time shall be used to pay medical, surgical, and hospital insurance, commonly known as "Blue Cross", or any substitution thereof, for such period of time as the total amount of accumulated sick pay, if the same had been computed in cash, for the employee or his/her beneficiary, as the case may be. Said amount shall be calculated on the basis of the employee's current daily rate of pay.

Section 2

In order to allow the City of Port Jervis to properly budget its expenses, an employee planning to retire shall notify the City Clerk-Treasurer and Chief of Police no later than September 1st, of his/her intention to retire in the upcoming calendar year. Failure to give said notice shall not in any way restrict an employee's right to retire, however, failure to give notice shall allow the City to pay accumulated sick leave as set forth in Section 3 below.

Section 3

At the option of the City, the cash conversion of the accumulated sick leave may be paid to an employee in two (2) equal payments, the first due upon separation, death or retirement as set forth in Section 1 above and the second due on January 15th of the year following the first payment.

ARTICLE 12

PENSION AND RETIREMENT

The existing pension and retirement benefits of the State of New York presently in effect shall be continued and the City shall make all payments that may be required thereof. Nothing herein contained shall require the City to expand the pension and retirement benefits should the City have the option to do so under the applicable laws of the State of New York. The City shall implement the New York State Retirement Plan 384-d (20 year plan).

Upon retirement, except as set forth below, the City shall pay one hundred percent (100%) of the total cost of the health insurance premium for all employees hired on or before December 31, 2002, under the Statewide "Core Plus Medical and Psychiatric Enhancements" Plan (Empire Plan) for the individual and eligible dependent(s).

Upon retirement, except as set forth below, the City shall pay eighty percent (80%) of the total cost of the health insurance premium for all employees hired on or after January 1, 2003, under the Statewide "Core Plus Medical and Psychiatric Enhancements" Plan (Empire Plan) for the individual and eligible dependent(s).

Any employee who is injured or becomes ill due to the performance of his/her duty, is disabled and unable to return to work, and receives a disability retirement from the New York State and Local Police and Fire Retirement System, shall receive all medical benefits, including health, dental, optical, etc. at no cost to the employee for individual or family plan for eligible dependents.

ARTICLE 13

HEALTH, DENTAL AND OPTICAL INSURANCE

Section 1

The City shall pay one hundred percent (100%) of the cost of the health insurance premium for all employees hired on or before December 31, 1987 under the Statewide "Core Plus Medical and Psychiatric Enhancements" Plan (Empire Plan) for the individual and eligible dependent(s).

All employees hired on or after January 1, 1988 shall be provided health insurance coverage for the individual, at no cost to the employee. However, in the event the employee elects family coverage, the employee shall be required to contribute thirty percent (30%) of the difference of the cost between the individual and family plan. There shall be no contributions required for family health insurance for affected employees after five (5) years of service.

The City agrees to deduct the employee's weekly contribution of the premium from his/her gross pay so that the employee is not taxed on the cost of the benefit. An employee may opt to decline and waive health insurance provided by the City, only when the employee has other health insurance and in accordance with terms as set forth in Schedule "B" hereto and made a part hereof, of this Agreement. An employee who declines and waives health insurance coverage as provided in Schedule "B", shall receive twenty-five percent (25%) of the premium cost in effect, payable in equal installments in the first payroll at the end of each calendar quarter. The City agrees to pro-rate all premiums to be paid, based upon the period of time the employee declines and waives health insurance coverage.

The affected employee(s), in the event he/she wishes to resume health insurance coverage by the City, shall comply with the requirements as set forth in Schedule "B".

Section 2

The City shall provide, at no cost to any employee, the Delta Dental Plan III for individual and or dependent coverage. The Plan shall include orthodontics.

Section 3

The City shall provide coverage to all full-time employees and their dependents for vision expenses through the Innovative Employees Service Systems (IESS) of the Davis Optical Company. The City shall pay for basic services and the photochromatic lens option.

ARTICLE 14

COOPERATION ON DECISIONS, LABOR/MANAGEMENT COMMITTEE AND FRINGE BENEFITS

Section 1

(A) The City recognizes that decisions made pursuant to the exercise of its rights as a City and a municipal corporation and government subdivision, may have an impact upon its employees. The City, therefore, recognizes that it is a proper function and the right of the PBA to discuss, and the City agrees that it will discuss in good faith, with the PBA, at the latter's written request, with respect to the impact of such decisions upon wages, hours and other terms and conditions of employment or upon convenience, welfare, interest, health, safety, security and dignity of employees and their family(ies). The City will institute the practice of advising and consulting with the PBA in advance of the effectuation of decisions that have an impact upon such matters whenever practical.

(B) The City and the PBA agree to establish a Joint Labor/Management Committee, consisting of four (4) members each from Management and PBA. Their function is to amicably discuss matters of mutual concern to the parties and to foster and improve employee relations. The Committee shall convene at the call of either party, but not more than once each month, unless mutually agreed upon by the parties. All notices shall be in writing.

Section 2

In addition to the Base Wage schedule set forth in Schedule "A", annexed hereto and made a part hereof, and such other terms, covenants and conditions of this Agreement that may be applicable, the following benefits shall be paid by the City to its employees:

(A) Upon an employee's appointment, the City will provide to said employee, a City owned handgun and holster which must be turned in by said employee upon termination of service.

(B) Upon completion of training and appointment as a regular full-time employee, each employee shall receive the following uniform allowance:

1/1/08	1/1/09	1/1/10
$1,000.00	$1,025.00	$1,050.00

(C) All other employees shall receive a uniform allowance as follows:

1/1/08	1/1/09	1/1/10
$1,000.00	$1,025.00	$1,050.00

The uniform allowance may also be used for uniform maintenance and cleaning.

The annual uniform allowance payment shall be paid on or before April 15th of each year. An employee who has not physically worked at least one (1) day from January 1st through April 15th of each year shall not receive his/her respective uniform allowance until or unless the affected employee returns physically to work at least one (1) day during that year at which time he/she shall receive the entire uniform allowance as set forth herein.

In the event the City determines that it is going to change the uniform and/or style, as well as any other piece of equipment previously purchased or issued concerning the employee, it shall be replaced by the City at no cost to the employee.

(D) Compensation shall be given for attendance in court on off-duty hours and shall be computed at time and one-half (1.5X) for actual time spent in court with a minimum of one (1) hour for each court appearance. "Court Security Time" in Court will be a minimum of three (3) hours for each court appearance.

(E) Longevity shall be paid every five (5) years of service as follows:

	1/1/08	1/1/09	1/1/10
Start 5 Years	$ 950.00/yr	$ 975.00/yr	$1,000.00/yr
Start 10 Years	$1,900.00/yr	$1,950.00/yr	$2,000.00/yr
Start 15 Years	$2,850.00/yr	$2,925.00/yr	$3,000.00/yr
Start 20 Years and so on	$3,800.00/yr	$3,900.00/yr	$4,000.00/yr

The longevity amounts above are non-cumulative.

(F) In the event an employee affected by the terms, covenants and provisions of this Agreement completes the necessary requirements for an A.A.S. Degree in Criminal Justice Police Science from an accredited institution of higher learning, his/her annual compensation as set forth in Schedule "A", annexed hereto and made a part hereof, shall be increased by the sum of one thousand dollars ($1,000.00). An employee enrolling in a recognized, accredited institution of

higher education for the attainment of an A.A.S. Degree in Criminal Justice Police Science shall receive a reimbursement of one-half of the tuition expended upon completion of each semester, provided such employee shall have attained a grade of C or better or numerical grade point equivalent thereof. Said refund of tuition shall be within thirty (30) days after the presentation of the grade as aforesaid.

ARTICLE 15

PARTIAL INVALIDITY

If the enactment of legislation by any governmental authority having jurisdiction thereafter, or a determination by a court of general or appellate jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement, which shall remain in full force and effect according to its terms in the same manner, and with the same effect, as if such invalid portion had not been originally included.

ARTICLE 16

VESTED RIGHTS AND ROTATION OF SCHEDULE

Section 1

For employees hired prior to December 31, 1987, nothing in this Agreement shall alter or affect the rights of employees, or their beneficiaries, which had previously vested pursuant to the terms of other Agreements between the PBA and the City,

If any employee leaves the City employment within three (3) years of his/her starting date, the employee would be required to reimburse the City wages and other training costs that were incurred by the City during the employee's training period.

Section 2

Employees may be granted a leave of absence without pay. An employee desiring a leave of absence must make an application for said leave at least six (6) months prior to the date when the leave is to start. On notice of return to work, the employee will be given the first vacancy. A replacement for the employee on leave will not be expected to leave his/her post to make room for the returning employee. The leave of absence shall not exceed one (1) year. However, the Public Safety Committee of the Common Council of the City may grant one (1) extension of the leave, upon approval of the Common Council. In addition, the Public Safety Committee, with the approval of the Common Council, may waive the six (6) month notice requirement in instances of good cause.

An employee who avails himself/herself of the privilege under this section shall, upon one (1) month's written notice made prior thereto, be entitled to reinstatement as an employee at the rank he/she held when he/she began his/her leave of absence with the length of service credit

accumulated on the date he/she began his/her leave of absence and at the Base Wage in effect when he/she returns to the Department. The period of leave of absence shall not be counted for a length of service credit.

Such leave of absence shall be determined by a seven (7) member board composed of two (2) police officers of the PBA, the Chief of Police, Mayor of the City and three (3) members of the Common Council, after presentation by the employee to said board of all the facts relating to his/her request for said leave of absence.

Section 3

In order to produce harmony, efficiency and high morale, the City and the PBA have agreed to the rotation schedule annexed hereto as Schedule "C".

Each patrol officer and sergeant, other than relief, shall be assigned a tour of duty as reflected in Schedule "C". No patrol officer or sergeant, except the relief sergeant or relief officer, shall have their work schedule, as outlined in Schedule "C", altered in any manner, except for the emergencies set forth in Article 8 herein. The work schedule is as follows: The police officer(s) shall proceed to work the same tour of duty (e.g., 7:00 a.m. to 3:00 p.m.) for five (5) consecutive work days on, followed by two (2) consecutive days off as reflected in Schedule "C". They will then rotate to the next tour of duty (e.g., 3:00 p.m. to 11:00 p.m.) for five (5) consecutive work days on, followed by two (2) consecutive days off as reflected in Schedule "C". They will then rotate to the next tour of duty (e.g., 11:00 p.m. to 7:00 a.m.) and work that tour of duty for five (5) consecutive work days on, followed by three (3) consecutive days off as reflected in Schedule "C". They will then rotate to the next tour of duty, and repeat the cycle.

Based on fourteen (14) full-time police officers and six (6) sergeants budgeted, it is specifically understood and agreed that there shall be two (2) police officers and two (2) sergeants designated for the purpose of relief as set forth herein. The two (2) police officers and sergeants shall consist of the two (2) most junior personnel in those titles. A police officer shall not serve as a relief officer until that officer has satisfactorily completed his/her field training. The senior officer of the two (2) in each title shall have the right to select the work schedule of his/her preference, as set forth in Schedule "C". One (1) police officer and one (1) sergeant shall be designated as primary relief personnel. The Chief of Police shall provide to the primary sergeant and police officer, on or before January 1st, but no later than January 15th of each year, their respective work schedules that year based on the plan coverage to be provided, as set forth in Schedule "C". Their days off shall rotate consistent with the work in Schedule "C" and shall not, except in lawful emergencies, work more than five (5) consecutive days out of seven (7). The purpose of these relief personnel shall be to cover vacations, personal days, sickness, holidays, and pass days of other employees within the work schedule and title, upon a minimum of eight (8) hours notification. In the event the minimum notification is not provided, the affected personnel shall be entitled to be paid overtime for those hours in which less than eight (8) hours minimum requirement was not provided.

The secondary relief Sergeant, who shall provide relief, shall rotate shifts every week pursuant to the work schedule attached hereto (Schedule "C"). They shall only be required to

fulfill the relief function based on the inability of the primary relief Sergeant to do so as set forth above, with the same eight (8) hours minimum notification. The secondary relief patrol officer who shall provide relief, shall rotate shifts every two (2) weeks, rotating between the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift. He/She shall only be required to fulfill the relief function based on the inability of the primary relief patrol officer to do so as set forth above, with the same eight (8) hours minimum notification. Relief personnel shall not be required to work more than two hundred forty-nine (249) days per year.

Police officers and sergeants may switch shifts with other police officers and sergeants, provided that such shifting will not require a police officer or sergeant to violate the provisions of Article 8 of this Agreement.

In recognition of the Detective work schedule as compared to the road patrol, each Detective shall be credited with eleven (11) chart days on January 1st of each year to use by December 31st of each year. The chart days shall be scheduled by the City, with notice of those scheduled chart days provided to the Detective(s) on or before January 1st of each year, but not later than January 15th of each year.

Section 4 D.A.R.E. Instructor's Work Schedule

The City shall be permitted to adjust the work schedule of the selected police officer as set forth in Article 16, Section 3 for D.A.R.E. instruction as set forth herein.

1. The D.A.R.E. Instructor shall be scheduled to work no more than a maximum of twenty (20) cumulative weeks duration during the school year from 7:00 a.m. to 3:00 p.m., Monday through Friday.

2. In the event D.A.R.E. instruction or duties are cancelled for part of a week due to school closing, the D.A.R.E. Instructor shall continue to report to work 7:00 a.m. to 3:00 p.m., and may be assigned to patrol duty by the Chief of Police or designee. In those events, the full week shall be counted towards the maximum twenty (20) week duration above.

3. Upon completion of the D.A.R.E. instruction schedule, that police officer shall return to his/her rotation in the work schedule and slot that following Monday as if he/she were never removed.

4. The D.A.R.E. Instructor shall be entitled to bid vacation with the patrol schedule and take holidays and/or personal days accordingly. The D.A.R.E. Instructor's schedule shall be adjusted to accommodate the vacation bid if taken during the instruction period. The use of paid leave by the D.A.R.E. Instructor during the instruction period shall not impact or deny time off of those in the patrol schedule.

5. The removal of a police officer for the period of D.A.R.E. instruction from his/her rotation and slot shall not diminish the ability of those police officers on that tour of duty from being granted the use of paid leave for time off.

6. In recognition of the D.A.R.E. Instructor's work schedule as compared to the road patrol, he/she shall receive a pro-rated number of chart days for that period, which shall be assigned by the Chief of Police or designee while working the modified schedule set forth herein.

Section 5 Detective/Youth Officer's Work Schedule

The Detective/Youth Officer shall be scheduled to work 9:00 a.m. to 5:00 p.m., Monday through Friday, except as set forth herein.

1. From May 1st through the Monday following Labor Day of each year, the Detective/Youth Officer shall work 9:00 a.m. to 5:00 p.m., Monday through Wednesday and 2:00 p.m. through 10:00 p.m. Thursday and Friday.

2. The Detective/Youth Officer when scheduled to work 9:00 a.m. to 5:00 p.m., Monday through Friday, starting from after Labor Day each year through the following April 30th, may have his/her starting and ending time of work for office hours to attend a community and/or juvenile activity related to the position adjusted by requiring one (1) day each calendar month be worked in an eight (8) consecutive hour period to end no later than 10:00 p.m. by the Chief of Police or designee. The Chief of Police or designee shall advise the Detective/Youth Officer, in writing, at least seven (7) calendar days prior to the work day in which his/her starting and ending time will be modified, including the starting and ending time; and of whether or not it will be office hours to attend a specific community and/or juvenile activity. The Detective/Youth Officer shall also make his/her best effort to notify the community of the adjusted work day.

ARTICLE 17

COOPERATION OF INTERNAL INVESTIGATIONS

Section 1

In the course of an employee's duties, occasions will arise when there is a need for inquiry into an employee's official actions or activities either as a principal or as a witness so that there will be a recording of facts for the protection of the employee or the Department, or to rebut, explain, or clarify any allegation, criticism or complaints made against an employee or against the Department. Under such circumstances, employees may be required and are expected to properly respond, and if requested, submit written memoranda detailing all necessary facts. Such memoranda will not be considered as admissions against self-interest in evidence submitted in a disciplinary proceeding, unless the employee was offered the representation to which he/she is entitled in an interrogation pursuant to paragraph 7 of Section 3 below.

Section 2

It is agreed that it is the responsibility of the Chief of Police and of those employees designated by him/her to conduct such investigations and to do so in a manner conducive to good order and discipline. It is the responsibility of all employees involved or participating to assure

that all such investigations are conducted fairly and impartially. It is the responsibility of all employees to assist and expedite such investigations and when requested by an investigating officer, to furnish information or to give statements as witnesses. It is the responsibility of an employee who is the subject of the investigation to give a responsive accounting of this public trust. To fulfill each of such responsibilities, investigations are to be conducted according to the following procedure.

Section 3

When an investigating officer requests a further written statement or affidavit from an employee, either as a principal or as a witness, the procedural requirements as set forth below shall be followed.

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, and during daylight hours, unless the exigencies of the investigation dictate otherwise. An employee's tour of duty may be changed without penalty in order to comply with this paragraph.

2. The interrogation shall take place at a location designated by the investigating officer and shall usually take place at City Hall.

3. The employee shall be informed of the rank, name and command of the investigating officer, as well as the rank, name and command of the officer who is conducting the interrogation and the identity of all personnel present during the interrogation.

4. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee being interrogated is a witness only, he/she shall be so informed.

5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

6. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the employee that his/her conduct can become the subject of disciplinary action resulting in disciplinary punishment.

7. In all cases wherein an employee is to be interrogated concerning an alleged violation of the department rules and regulations which, if proven, may result in his/her dismissal from the service or the infliction of other disciplinary punishment upon him, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or a PBA representative before being interrogated. An attorney of his/her own choosing and/or a PBA representative may be present during the interrogation but

may not participate in the interrogation except to counsel the employee. In such cases, the interrogation may be postponed for the purpose of obtaining counsel and or a PBA representative up to the afternoon of the day following the notification of interrogation.

8. The complete interrogation of the employee shall be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be noted in the record. The requirement to record may be waived by mutual agreement.

9. If an employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be advised of his/her constitutional rights.

10. Under the circumstances described in paragraph 7, the employee shall be given an exact copy of any written statement he/she may execute, or if the questioning is mechanically or stenographically recorded, the employee shall be given a copy of such recording or transcript if requested.

11. The refusal by an employee to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

12. No employee shall be ordered or asked to submit to a Polygraph (lie detector) test, blood test, a Breathalyzer test or any other test or procedure which would violate his/her right under the United States or New York Constitutions for any reason.

Section 4

The procedural requirements spelled out above are not applicable in circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of employees.

Section 5

An employee will be informed in writing when an investigation is complete and of the determination and a copy of such memorandum shall be placed in his/her personnel record. However, personnel complaints arising after the effective date of this Agreement, determined to be unfounded after investigation shall not be retained in the employee's personnel file.

Section 6

An employee may review his/her personnel record, which is maintained at Police Headquarters, within fifteen (15) days of the submission of a request for sufficient cause. Such review shall take place in the presence of an appropriate official of the department and shall take place during the employee's off-duty time. The personnel record shall include performance appraisal forms and all letters of commendation, reprimand, suspension, fines, promotions, and demotions. Such review shall not include pre-employment investigation reports. An employee

shall be allowed to place in his/her file a response of reasonable length to anything contained which such employee deems to be adverse.

Section 7

An employee denied such inspection may grieve such denial pursuant to the grievance procedure as previously set forth in this Agreement.

ARTICLE 18

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

The General Municipal Law Section 207-c Procedure is annexed hereto as Schedule "D", and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

FOR THE CITY OF PORT JERVIS

Gary Lopriore, Mayor

Date: 10/23/07

FOR THE POLICE BENEVOLENT ASSOCIATION OF THE CITY OF PORT JERVIS, INC.

Christopher Sargente, President

Date: 10-23-07

SCHEDULE "A"

BASE WAGE SCHEDULE

POLICE OFFICER

Step	Years of Service	1/1/08	7/1/08	1/109	7/1/09	1/1/10	7/1/10
1	Starting	$46,146	---	$47,992	---	$49,912	---
2	After 1 year	$54,075	---	$56,238	---	$58,488	---
3	After 2 years	$56,165	---	$58,412	---	$60,748	---
4	After 3 years	$58,255	---	$60,585	---	$63,008	---
5	After 4 years	$60,345	$61,895	$64,371	$65,921	$68,558	$70,108

A Detective(s) shall be paid a differential above his/her Base Wage Step as a Police Officer as follows:

1/1/08	1/1/09	1/1/10
5.0%	5.0%	5.0%

SERGEANT

Step	Years of Service	1/1/08	7/1/08	1/1/09	7/1/09	1/1/10	7/1/10
1	Starting *	$66,380	$68,085	$70,808	$72,513	$75,414	$77,119
2	After 1 year **	$68,492	$70,251	$73,061	$74,820	$77,813	$79,573
3	After 2 years ***	$71,509	$73,346	$76,280	$78,116	$81,241	$83,078

* The Step 1 Sergeant differential shall be 10% above the Step 5 Police Officer

** The Step 2 Sergeant differential shall be 13.5% above the Step 5 Police Officer

*** The Step 3 Sergeant differential shall be 18.5% above the Step 5 Police Officer

SCHEDULE "B"

HEALTH INSURANCE BUY OUT

The City shall provide for an optional buy-out of health insurance coverage by an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the City on the Request to Decline And Waive Health Insurance Coverage form, attached hereto and made a part of Schedule "B", that he/she is selecting to decline and waive the health insurance coverage provided by the City, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at twenty-five percent (25%) of the premium cost in effect, payable in equal installments in the first payroll at the end of each calendar quarter.

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the City, be required to provide written notice to the City that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buy-out fee is required to provide written notice to the City on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of Schedule "B", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the City. The effective date of the employee's re-establishment of health insurance coverage by the City shall be at the earliest possible date as provided by the plan. The City shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the City.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The City shall provide the forms to the employee, that are attached hereto and made a part of Schedule "B" and this Agreement.

SCHEDULE "B"

CITY OF PORT JERVIS

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of City health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____
(Name of organization or City)

Subscriber Number: _____

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for City provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form "Request to Resume Health Insurance Coverage" to re-establish City provided health insurance coverage and that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the City as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the City for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the City and the PBA.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the City to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the City the necessary form to re-establish the health insurance coverage provided by the City in accordance with the requirements of the City's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the City's health insurance carrier. Upon resumption of my health insurance coverage through the City, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of the collective bargaining agreement by and between the City and the PBA.

Employee Signature_____ Print Name_____

Date: _____

City of Port Jervis Agent_____ Print Name_____

Date: _____

cc: President, City of Port Jervis PBA

SCHEDULE "B"

CITY OF PORT JERVIS

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish City provided health insurance which I had previously received from the City. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the City's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of City provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the City and the PBA.

Employee Signature_____ Print Name_____

Date: _____

Accepted For The City of Port Jervis:

City of Port Jervis Agent_____ Print Name_____

Date: _____

cc: President, City of Port Jervis PBA

SCHEDULE "C" – WORK SCHEDULE

OFFICER																													
SERGEANT # 1	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X						
SERGEANT # 2	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	
SERGEANT # 3	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X	
SERGEANT # 4	●	X	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	
SERGEANT # (R)																													
SERGEANT # (R)																													
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PATROLMAN # 1	X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					X	X	●	●	●	●		
PATROLMAN # 2		X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					X	X	●	●	●		
PATROLMAN # 3			X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					X	X	●	●		
PATROLMAN # 4					X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					X	X		
PATROLMAN # 5						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					X		
PATROLMAN # 6	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X						
PATROLMAN # 7	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					
PATROLMAN # 8	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X			
PATROLMAN # 9	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X		
PATROLMAN # 10	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X	
PATROLMAN # 11	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	
PATROLMAN # 12	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	●	
PATROLMAN # 13	X	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	●	
PATROLMAN # 14	●	X	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	●	●	
PATROLMAN # 15	●	●	●	X	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	●	
PATROLMAN # 16	●	●	●	●	X	X	●	●	●	●	●	X	X	X						X	X	●	●	●	●	●	X	X	
PATROLMAN # 17	X	●	●	●	●	●	X	X	●	●	●	●	●	X	X	X					X	X	●	●	●	●	●		
PATROLMAN # (R))																													
PATROLMAN # (R)																													

SCHEDULE "D"

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

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

Section 2. Definitions

a) **Employer:** The City of Port Jervis

b) **Chief:** The Chief of Police of the City of Port Jervis

c) **Claimant/Recipient:** Any Police Officer of the City of Port Jervis.

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.

e) **Section 207-c Benefits:** The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant/Recipient under Section 207-c. In addition to receiving his/her regular salary or wages (which includes longevity) and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to:

1. health insurance, dental and optical/vision in the same manner in which the employee was receiving when working;

2. accrue or be credited with his/her respective cleaning or purchasing of work clothing each calendar year. In the event the Claimant/Recipient is out of work over ninety (90) calendar days each calendar year, the respective uniform maintenance amount shall be prorated the following year;

3. accrue or be credited with all paid leaves, such as, sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement. In the event the Claimant/Recipient is out of work over ninety (90) calendar days each calendar year, the respective paid leaves shall not accrue or be credited for the remaining part of that calendar and/or be prorated the following year;

4. paid additional educational payment above annual compensation; and

5. receive the health insurance buyout as set forth in the collective bargaining agreement.

Section 3. Application for Benefits

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 a written departmental incident report and Workers' Compensation Claim within twenty-four (24) hours, if practical, and 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 a showing of good cause, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application report within the required ten (10) calendar days.

b) All applications for Section 207-c benefits shall be submitted in writing, using official application form(s) attached hereto and made a part of this Agreement, which shall include the following:

1. the time, date and place where the injury or illness producing incident occurred;

2. a detailed statement of the particulars of the incident;

3. the nature and extent of the Claimant's injury or illness;

4. the Claimant's mailing address;

5. the names of any potential witnesses; and

6. the name and address of all of the Claimant's treating physicians.

c) Where the claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant.

Section 4. Authority and Duties of Claims Manager

a) 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. The Claims Manager shall provide his/her determination within thirty (30) calendar days after receiving the application for benefits.

b) The Claims Manager shall have the authority to:

1. employ experts and specialists to assist in the rendering of the determination of eligibility;

2. require the production of any book, document or other record that pertains to the application, injury, or illness;

3. require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;

4. require the Claimant to sign forms for the release of medical information that bears upon the application;

5. require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

6. do all that is necessary or advisable in the processing of said application.

A Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility 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, Employer and the Chief within five (5) 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

a) Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the claimant shall use paid leave in the following order:

1. Personal Leave
2. Compensatory Time
3. Holidays
4. Vacation

In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager may, in his/her sole discretion, authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines.

Section 6. Medical Treatment

a) After the filing of an application, the Claims Manager may require a Claimant 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 or 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 or 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 or Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, and the basis of the refusal. A Claimant or Recipient contesting the termination must make a 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 or 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.

b) **Medical Reports.** All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases (see form attached hereto and made a part of this Agreement) and shall be responsible for the filing of said reports. The Claimant or 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.

Section 7. Light Duty Assignments

a) Any Recipient receiving Section 207-c benefits may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform certain 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, in his or her sole discretion, to perform such light duty.

b) 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.

c) Payment of full Section 207-c benefits shall be continued with respect to a Recipient who disagrees with the order to report to light duty based upon conflicting medical documentation, until it is determined whether the Recipient is capable of performing the light duty as set forth in Section 2 above. Where a determination has been made that the Recipient can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that Recipient's 207-c status shall be discontinued.

d) A Recipient of Section 207-c benefits who is on light duty shall be assigned to rotate between the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shift and shall continue on the 5-2, 5-2, 5-3 work schedule.

Section 8. Changes in Condition of Recipient

a) Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his or 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

a) 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:

1. requiring Recipient to undergo medical examination(s) and treatment by physician(s) or medical providers chosen by the Claims Manager;

2. requiring Recipient to apprise the Claims Manager as to their current condition; and

3. requiring Recipient(s) or any other involved parties to provide any documentation, books or records that bear on the Recipient's case.

Section 10. Termination of Benefits

a) 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(s) 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 with respect to the Recipient's continued eligibility, the Recipient shall continue to receive Section 207-c benefits.

Section 11. Hearing Procedure

a) Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. The Claimant or Recipient 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 following individuals shall serve as Hearing Officers:

1. Robert Douglas
2. Thomas Rinaldo
3. Howard Edelman

1. 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, or the parties retain the right to select a mutually agreeable Hearing Officer(s) to replace those named above at any time, or select another Hearing Officer not named above to conduct the hearing.

2. 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.

3. After requesting a hearing, the Claimant or 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 or 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 or 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 or Recipient.

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

5. 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 or Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Mayor, with a copy to the Claimant or Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The Mayor shall provide his/her written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the Mayor 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.

b) 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 allow the respective doctors to select a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the doctors are unable to agree upon a third (3rd) neutral physician, each doctor shall submit their respective name to be appointed from an appropriate certified medical board for the injury or illness in question. The fees and expenses of the physician shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

a) Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received 207-c benefits. If the Claimant shall have received any Workers' 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 207-c benefits, any continuing Workers Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers Compensation Board.

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

a) Payment of Section 207-c benefits shall be discontinued with respect to any Claimant or Recipient who is granted a disability retirement or who elects to retire pursuant to Article 12 - Pension and Retirement as provided by law.

Section 14. Miscellaneous

a) A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.

b) It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

c) The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein and all other disputes shall be processed through Article 6 – Grievance Procedure.

d) 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.

e) The Recipient shall file a Notice to the New York State Comptroller, attached hereto and made a part of this Agreement, with a copy to the City Clerk.

SCHEDULE "D"

THE CITY OF PORT JERVIS POLICE DEPARTMENT
GENERAL MUNICIPAL LAW SECTION 207-c

APPLICATION

1. _____
   Name of Officer

2. _____
   Address to which correspondence concerning application should be directed.

3. _____ 4. _____
   Telephone Number Age

5. _____
   Name of Supervisor

6. _____
   Current Job Title

7. _____
   Occupation at Time of Injury/Illness

8. _____
   Length of Employment

9. _____ 10. _____ 11. _____
   Date of Incident Day of Week Time

12. (a) _____
    Name of Witness(es) and Address (if available)
    (b) _____

    (c) _____

13. (a) _____
    Names of co-employees at the incident site
    (b) _____

    (c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

_____

15. Where did the incident occur? Specify. _____

_____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

_____

17. When was the incident first reported? _____
To Whom? _____ Time _____
Witness(es) (if any) _____

18. Was first aid or medical treatment authorized? _____
By Whom? _____ Time _____

19. Name and address of attending physician _____

_____

20. Name of Hospital _____

21. State name and address of any other treating physician(s) _____

22. State nature of injury and part or parts of body affected _____

_____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

_____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

_____ _____

(Signature of Applicant if other than Injured Officer) (Date)

Application Received By:

_____ _____

(Signature of Person Authorized to Receive Application) (Date)

_____

Date of Report

_____, New York _____

Signature of Injured Officer

SCHEDULE "D"

CITY OF PORT JERVIS POLICE DEPARTMENT

TO: _____
_____
_____
_____

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF PORT JERVIS POLICE DEPARTMENT, OR ITS REPRESENTATIVES, INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARGES, PHYSICIAN NOTES, X-RAYS AND THE RESULTS OF ANY OTHER DIAGNOSTIC TESTS REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME ON ACCOUNT OF THE INJURY OR SICKNESS FOR WHICH I HAVE APPLIED FOR OR RECEIVED BENEFITS UNDER GENERAL MUNICIPAL LAW SECTION 207-c.

DATE OF OCCURRENCE FOR WHICH APPLICATION IS MADE:

_____ _____
Signature of Applicant Date
(Type or Print Name)

STATE OF NEW YORK)
) ss:
COUNTY OF ORANGE)

On the _____ day of _____, _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE "D"

The Comptroller of the State of New York
New York State and Local Police and Fire Retirement System
110 State Street
Albany, New York 12244-0001

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as a member of the Port Jervis Police Department, I hereby submit the following report:

_____ _____
Name of injured Police Officer Registration and Social Security Number

_____
Home Address

_____ _____ _____
Date of incident Time of incident Location of incident

Description of injury and/or illness _____

_____

_____

Medical care required _____

_____

_____

_____ _____ _____
Signature of Police Officer Print Name Date

_____ _____ _____
Signature of Witness to Injury Print Name Date

City of Port Jervis, New York

Office of the Treasurer
PO Box 1002
14-20 Hammond Street
Port Jervis NY 12771
845-858-4014 TDD Access #711

MEMORANDUM OF AGREEMENT

It is hereby agreed by both of the undersigned parties that the agreement made on October 23rd 2007 for the period January 1, 2008 through December 31st 2010 is hereby amended as follows:

Article 14 Section 2 Paragraph (E)

Longevity shall be paid every five (5) years of service as follows:

	1/1/08	1/1/09	1/1/10
Completion of 5 years	$ 950.00/yr	$ 975.00/yr	$1,000.00/yr
Completion of 10 years	1,900.00/yr	1,950.00/yr	2,000.00/yr
Completion of 15 years	2,850.00/yr	2,925.00/yr	3,000.00/yr
Completion of 20 years	3,800.00/yr	3,900.00/yr	4,000.00/yr

And so on

The longevity amounts above are non-cumulative

Mayor Gary Lopriore
For the City of Port Jervis

01/11/08
Date

Sgt. Christopher Sargente
For the Police Benevolent Association of the City of Port Jervis

01/16/08
Date

This amendment has the effective date of January 1, 2008 to coincide with the entire contractual period.

This City is an Equal Opportunity Provider and Employer. To file a complaint of discrimination Write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272(Voice) or (202) 720-6382 (TDD)."