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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**VILLAGE OF  
GREENWOOD LAKE**

and the

**VILLAGE OF  
GREENWOOD LAKE  
POLICE DEPARTMENT  
OFFICERS' ENDOWMENT  
ASSOCIATION, Inc.**

June 1, 2013 – May 31, 2018

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# **PREAMBLE**

It is the policy of the Village of Greenwood Lake, Inc., to continue harmonious and cooperative relationships with its employees; and to insure the orderly and uninterrupted operation of government. The policy is effectuated by the provisions of the Public Employees' Fair Employment Act, granting the employees the rights of organization and collective representation concerning the determination of the terms and conditions of employment.

## **1 RECOGNITION**

### **1.1 Recognition**

The Village of Greenwood Lake (hereinafter "Village"), pursuant to Section 204 of the Article 14 of the Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes the Village of Greenwood Lake Police Department Officers' Endowment Association, Inc. (hereinafter "Association" or "OEA") as the sole and exclusive representative for collective negotiations with respect to salaries, benefits, work schedule, and other terms and conditions of employment for all part-time police officers of the Village.

### **1.2 Unchallenged Representation Status**

The Employer and the Association agree, pursuant to Section 208, Article 14 of the Civil Service Law, that the Association shall have unchallenged representation status for the maximum period permitted by law.

### **1.3 No Strike**

The Association and the part-time employees of the Greenwood Lake Police Department shall not engage in any strike, sit-in, or massive sick call or any other kind of job action which is designed to impede or has the effect of impeding, normal efficient operations of the Greenwood Lake Police Department (hereinafter "Department"); nor cause, instigate, call for, encourage, or condone the same.

The Association shall exert its best efforts to prevent or terminate any strike, sit-in, or massive sick call or any other kind of job action which is designated to impede or has the effect of impeding, normal efficient operations of the Greenwood Lake Police Department (hereinafter "Department"), including but not limited to notifying the participating employee(s) that their activities are in violation of the Agreement and must cease forthwith and the Association shall order the employees to return to work immediately.

Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the Employer, or the rights, remedies, or duties of the Association or employees under the State Law.

## **1.4 Dues Deductions**

Upon written authorization of the employee and unless the employee subsequently rescinds such written authorization, the Employer shall deduct membership dues from the employee's payroll check in the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the Association within thirty calendar days of the deduction.

## **1.5 Agency Shop Fee Deductions**

The Employer agrees, in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the salary of an employee who is not a member of the Association, but who is represented by the Association for the purposes of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Association, provided the Association establishes and maintains a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rata share of the expenditures of the Association in the aid of activities or causes only incidentally related to terms and conditions of employment.

The Association shall indemnify the Employer against all costs and expenses, incurred in the defense of any proceeding before a Court or administrative agency, commenced by an employee alleging the invalidity of such refund procedure of the improper deduction of the Agency Shop Fee, in the event the employee(s) is sustained. The Association shall pay any judgment which may be entered against the Employer in such proceeding, in the event the employee(s) is sustained.

# **2 MANAGEMENT RIGHTS**

## **2.1 Recognition**

The Association recognizes that the management of the Department, the control of the properties, and the maintenance of order and efficiency are solely the responsibilities of the Village. Accordingly, the Village retains all rights to the selection and direction of the work force to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; and to determine the work to be performed, amount of supervision necessary, equipment, methods, schedule, together with the selection, procurement, designing, engineering, and the control of equipment and materials.

## **2.2 Village's Rights**

The above rights are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Village as employer. Except as expressly limited by other provision of the Agreement, all the authority, rights and responsibilities possessed by the Employer, under the provision of Article 7, Section 188, a, e, f, and g of the Village Law and subsequent amendatory legislation and the Rules and Regulations of the Greenwood Lake Police Department, and has been working under same since then, are retained by it, so long as the rights herein do not violate this Agreement or any other terms and conditions of employment.

## **3 ASSOCIATION RIGHTS**

### **3.1 Association Rights**

Association representatives and the duly authorized Union Business Agent shall have access to part time police employees to explain Association membership services and programs, and to administer the terms of the Agreement and grievances arising thereunder, upon arrangement with the Chief of Police. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. The above rights are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to a union. Any and all rights, powers, privileges, and authority the union had prior to this Agreement are retained, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement or New York State law.

### **3.2 Bulletin Board**

The Association shall have the right to have a designated bulletin board to post information for its members placed in the work area of the police station.

### **3.3 Contract Negotiation Proceedings**

Members of the unit required to attend contract negotiation proceedings shall be permitted to attend such meetings without loss of pay if such proceedings occur during regular work hours. No more than one officer may participate in negotiations during their scheduled shift.

## 4 COMPENSATION

### 4.1 Hourly Wage Schedule

Effective June 1, 2015 the base wage rate will be increased by \$0.75; effective June 1, 2016 the base wage rate will be increased by \$0.50; and, effective June 1, 2017 the base wage rate will be increased by \$0.50.

	6-1-2013	6-1-2015	6-1-2016	6-1-2017
Upon hire	\$19.45	\$20.20	\$20.70	\$21.20
After five years of service	\$21.61	\$22.36	\$22.86	\$23.36

### 4.2 Overtime

All time worked over forty (40) hours in each consecutive seven-day period beginning Sunday at midnight shall be compensated at time and one-half (1.5X). Furthermore, time and one-half shall be paid to any officer who works more than eight (8) hours consecutively unless on a mutual swap.

Reasonable efforts will be made to find alternative coverage, if the employee can show he/she has an alternative commitment that interferes with a proposed overtime assignment.

### 4.3 Other Compensation

**Minimum Work Time:** Any time an employee is called into work regardless of the reasons, i.e., work, training, court, or called at home for anything other than scheduling, is entitled to a minimum of three (3) hours of pay.

**Personal Vehicle Use:** When an employee must use his/her personal vehicle to attend mandatory school courses or special courses approved by the Village Board or for the attendance at Court outside of the Village of Greenwood Lake, or for any other approved use, the Employer shall reimburse the employee for such personal vehicle use on the basis of the approved IRS rate per mile of travel incurred. The Employer shall reimburse the employee any disbursements, such as, but not limited to, tolls and parking with the appropriate receipts.

**Out of Class Stipend:** Employees assigned to perform administrative duties shall receive an additional \$100 per month.

#### **4.4 Longevity**

Longevity will be added onto the hourly wage at the following schedule:

Commencing the 6 <sup>th</sup> year of employment	\$0.75 per hour added to the base rate of pay
Commencing the 11 <sup>th</sup> year of employment	\$1.00 per hour added to the base rate of pay
Commencing the 16 <sup>th</sup> year of employment	\$1.25 per hour added to the base rate of pay
Commencing the 21 <sup>st</sup> year of employment	\$1.50 per hour added to the base rate of pay

#### **4.5 Night Shift Differential**

Night Shift differential shall be added onto the employee's hourly wage at the following rates: five percent (5%) differential between the hours of 4:00 p.m. to 12:00 p.m., and ten percent (10%) differential between the hours of 12:00 a.m. to 8:00 a.m.

#### **4.6 Legal Defense Fund**

The Village shall be responsible for paying the Teamsters Legal Defense fund for each officer. Such payment shall not exceed \$7.50 per month. Any amount due to the Legal Defense Fund in excess of \$7.50/month shall be the responsibility of the officer.

### **5 SENIORITY**

#### **5.1 Seniority**

Seniority shall be as described in the Department's Rules and Regulations. It is expressly acknowledged that under the current Department Rules and Regulations, seniority does not affect the right of the Department to assign part-time officers to a shift or in setting work schedules.

### **6 HOLIDAYS**

#### **6.1 Holiday Schedule**

All part-time police officers shall be paid at the rate of time and one-half (1.5X) their hourly rate of pay for all hours worked on holidays designed for Village employees.

## **7 JOB-CONNECTED INJURIES**

### **7.1 Job-Connected Injuries - Seniority Protection**

Time off for job connected injuries will not affect the officer provided the necessary form(s) to comply with Workers' Compensation Law are filed by or for the injured police officer within forty-eight (48) hours of action receipt from the Village of the proper forms by the officer or his/her spouse or other representative.

## **8 RETIREMENT**

### **8.1 Retirement Plan**

To the extent permitted by State law, officers are entitled to enroll in the NYS Retirement Plan pursuant to the appropriate rules and regulations of the retirement system.

## **9 RULES**

### **9.1 Posting**

The Village shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the Village for the conduct and management of the affairs of the Village, and Association agrees that the employees shall be bound by and obey such directions, rules and regulations insofar as the same do not conflict with the terms of this Agreement or other state or federal laws and regulations; and such rules should be posted in the police station.

### **9.2 Assistance and Representation**

Each office shall have the right to assistance and representation of the Association when any disciplinary action is taken as a result of a violation against departmental rules and regulations, this Agreement, and/or departmental directives.

### **9.3 Notification**

The Village agrees to inform the Association of any disciplinary actions instituted against any officer at the commencement of such action. The Village further agrees not to give the specifics of such action unless the employee authorizes that these specifics be given to the Association.

## **9.4 Discussion of Procedures**

The parties agree to meet and discuss the procedures the Police Department will follow when an officer is subjected to an investigation, including what rights the officer may have during the investigation. The parties agree that the Village's agreement to engage in such discussions, or the conduct of any such discussions themselves, will not in any way prejudice its right to argue that the subject matter of such discussions is non-mandatory and/or a prohibited subject of bargaining. The parties further agree that the Union will not refer to any agreement to engage in discussions, or the conduct of any such discussions themselves, as support for any argument that such subject matter is a mandatory and/or permitted subject of bargaining.

## **9.5 Mandatory Training**

The Chief of Police may require officers to undergo mandatory training as required by the department. The officers will be given a minimum of 30 days' notice and at least two available dates from which they will be able to choose one date for training.

# **10 GRIEVANCE PROCEDURE**

## **10.1 Definitions**

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

1. "Employer" – shall mean the Village of Greenwood Lake, Inc.
2. "Association" – shall mean the Village of Greenwood Lake Police Department Officers' Endowment Association, Inc.
3. "Employee" – shall mean any person or persons covered by the terms of the Agreement.
4. "Grievant" – shall mean employee, groups of employees, or the Association acting on behalf of same, alleging to have a grievance.
5. "Grievance" – shall mean any claimed violation, misinterpretation, or inequitable application of the Agreement, laws, procedures, regulations, administrative orders, or work rules of the Employer, which relate to or involve employees' health or safety, physical facilities, materials or equipment furnished to employees, or any matter concerning terms and other conditions of employment, provided, however, that such term shall not include retirement benefits, or any other matter which is otherwise reviewable pursuant to law.
6. "Business Day" – shall mean Monday through Friday.

## 10.2 General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by the Association at all stages of the Grievance Procedure.
2. Written responses are required to be provided at all stages of the Grievance Procedure, as set forth herein, to the grievant and Association.
3. No grievance shall be filed later than sixty (60) business days after the date on which the Association becomes aware of the act or omission giving rise to the grievance alleged.
4. Each grievance shall contain a short plain statement and specific reference to the violation alleged as set forth in Section 1 – Definitions, subsection 5 therein.
5. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Employer and Association agree, in writing, that such settlement shall have such effect.
6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.
7. *Failure by the Employer to meet the various time requirements specified herein shall be deemed as settlement of the grievance. Failure by the grievant to meet the various time requirements specified herein shall result in advancing the grievance to the next step.*

## 10.3 Procedure

**Step 1: Chief of Police:** An employee or the Association shall present the grievance, in writing, to the Chief of Police not later than the date described in Section 2.3 hereof. The Chief of Police shall forthwith upon receiving the grievance make a good faith effort to resolve same, including, as appropriate, discussions with employee(s) and the Association by the end of the fifth (5<sup>th</sup>) business day after receipt of the grievance.

**Step 2: Village Board:** In the event an employee and/or the Association wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the Village Board within ten (10) business days from the date of receipt of the Step 1 decision. The Village Board may, and at the request of the Association, hold an information hearing within ten (10) business days after receiving the appeal. The Association may appear at the hearing and present oral or written statements on its position. The Village Board shall issue a written decision to the employee and Association by the end of the fifth (5<sup>th</sup>) business day after the close of the informal hearing, or ten (10) business days after receipt of the appeal, if no informal hearing was conducted.

**Step 3: Arbitration:** In the event the Association wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Village Mayor within ten (10) business days of receipt of the Step 2 decision. The Mayor, or the Mayor's designee, shall forthwith meet with the designated representative of the Association to attempt selection of a mutually agreeable arbitrator. If the parties cannot agree, the Mayor or the Association may forthwith process and request the *American Arbitration Association* (AAA) to submit a list from which the parties shall select the arbitrator, who shall arbitrate the dispute pursuant to this Grievance Procedure.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a binding decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion that are not essential in researching the determination.

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.

## **11 LIFE INSURANCE**

### **11.1 Policy**

Each officer shall receive a \$25,000 life insurance policy payable to a dependent of his/her choosing provided by the Village if the officer passes away as a result of his/her duties.

## **12 UNIFORMS AND EQUIPMENT**

### **12.1 Initial Uniform and Equipment**

The Village shall supply to all new Officers, at no cost to them, the following uniforms: two summer shirts; two winter shirts; and two pairs of pants. These items may be provided from the Village's inventory if deemed appropriate by the Chief of Police, provided they are dry cleaned prior to reissue.

In addition, each officer shall be given a uniform allowance of \$100 per year for maintenance of the uniforms; such uniform allowance shall be paid with the first paycheck in July of each applicable calendar year. In the event the above amount is required to be taxed pursuant to applicable law, the Association President shall be notified, in writing, immediately of this requirement. In that event, employees shall be entitled to submit receipts to the Village for the purchase of uniform articles and/or cleaning bills prior to the payment being made.

The Village shall also supply replacement uniforms as needed.

## **12.2 Wearing of Uniform and Equipment**

Employees shall be responsible for proper maintenance of clothing and equipment purchased. The clothing shall not be used by the employee except during the performance of assigned department duties.

## **12.3 Bullet Proof Vests**

The Village agrees to provide vests for all OEA bargaining unit members, who currently have expired vests. The OEA agrees that if the Village has vests which can be altered or fit a current bargaining unit member, which are not expired, those vests will be used in lieu of purchasing a new vest for said member.

## **12.4 Return of Uniform and Equipment**

All uniforms and equipment provided to each employee shall be returned upon termination of employment.

# **13 PROBATIONARY PERIOD**

## **13.1 Probationary Period**

New employees shall remain probationary for up to 18 months.

## **13.2 Termination, Discharge or Layoff during Probationary Period**

The termination, discharge, layoff, or discipline of a probationary employee shall be done pursuant to the applicable Civil Service Law and the Civil Service Rules of Orange County, and shall not be subject to a grievance process, including but not limited to the grievance process under Article 10 of this Agreement. Once the probationary period is completed, each employee shall be entitled to representation by the OEA for any disciplinary action, as well as during the grievance procedure prior to any termination, discharge, or layoff. The Village will follow the same guidelines the Civil Service Law and the Civil Service Rules of Orange County provide when dealing with employees who have completed probationary period.

# **14 EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is subject to collective bargaining. Any prior commitment or agreement between the Village and the Association or any individual employee covered by the Agreement is hereby superseded, excepting the Rules and Regulations of the Police Department of Greenwood Lake.

## **15 SEVERABILITY**

### **15.1 Invalid or Unenforceable Provision**

In the event that any provision of this Agreement between the parties shall be held by operation of law, or by a court, or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby but shall be continued in full force and effect.

### **15.2 Negotiation of Invalid or Unenforceable Provision**

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) calendar days of written notice by either party to the other to negotiate concerning the modification or revisions of such clause or clauses.

## **16 LEGISLATIVE APPROVAL**

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 BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **17 DURATION**

### **17.1 Term**

The term of this Agreement shall be and remain in effect for a period of five years from June 1, 2013 to May 31, 2018.

### **17.2 Expired Agreement**

In the event this Agreement expires and there has been no successor agreement negotiated or compulsory interest arbitration award issued, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or compulsory interest arbitration award alters any of the terms and conditions of employment.

## EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

For the VILLAGE OF GREENWOOD LAKE, New York

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jesse Dwyer, Mayor

For the VILLAGE OF GREENWOOD LAKE POLICE DEPARTMENT  
OFFICERS' ENDOWMENT ASSOCIATION, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Association President

For LOCAL 455, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra E. Shaddock, President / Business Representative