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CONTRACT BY AND BETWEEN THE

VILLAGE OF SUFFERN

AND

THE SUFFERN POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

JUNE 1, 2004 - MAY 31, 2008

RECEIVED

JUN 14 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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WHEREAS, the negotiating committees designated by the Village Board and by the Association have met; and

WHEREAS, the said negotiating committees have recommended terms and conditions of employment for all police officers in the Village of Suffern Police Department to their respective bodies; and

WHEREAS, such recommendations have been accepted by the Village Board and by the Association;

NOW THEREFORE, in consideration of mutual covenants contained herein, it is agreed as follows:

ARTICLE I

DURATION

1. This agreement, which covers all matters of dispute or negotiation between the parties hereto, and represents the full agreement of the parties, all practices, usages, and customs to the contrary notwithstanding shall be effective as of the 1st day of June, 2004 and shall continue in full force and effect until May 31, 2008 unless and until amended and/or modified by mutual agreement of the parties.

ARTICLE II

EMPLOYER RIGHTS

The Association agrees:

1. That it is the responsibility, and the prerogative of the Village of Suffern Board of Trustees to determine the standards of service to be observed by the employees; determine the standards of selection for employment, direct the employees; take disciplinary action; relieve the employees of duty in accordance with applicable laws and statutes because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means, and personnel by which its operations are to be conducted; determine the contents of job classification; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The employer's decision on these matters are not within the scope of collective negotiation. This paragraph shall not be construed as a waiver of any right of the Association, if any, to negotiate on any matter.

2. That all police officers will perform their duties in full accordance with applicable Suffern Police rules and regulations except to the extent that such rules and regulations are nullified by this Agreement, or are in violation of any statutory right of the police officers or the Association.

3. That no police officers of the Village of Suffern Police Department shall engage in a strike and that the Association shall in no manner cause, institute, encourage or condone a strike by any police officer of the Village of Suffern Police Department.

ARTICLE III

WAGES

1. The wage scale for all employees will be in accordance with Schedule "A" attached hereto and increased as follows:

- A. Effective 6/1/04 all unit employees shall receive a 4% increase on their base salary over 5/31/03.
- B. Effective 6/1/05 all unit employees shall receive a 4% increase on their base salary over 5/31/04.
- C. Effective 6/1/06 all unit employees shall receive a 4% increase on their base salary over 11/30/05.
- D. Effective 6/1/07 all unit employees shall receive a 4% increase on their base salary over 5/31/06.

2. Each employee shall receive an additional increment of \$1,000.00 for each full three (3) years of service in the Suffern Police Department.

3. Employees who are regularly assigned to work a shift between the hours of 12:00 p.m. and 8:00 a.m. shall be paid a shift differential of eight percent (8%) above their regular salary. Such differential shall be paid to all employees regularly assigned to the shift, except when the employee is on sick leave or receiving salary pursuant to Section 207-c of the General Municipal Law.

4. The differential for detectives, youth officers and community police officers shall be seven and one-half (7 1/2%) percent above their respective rank.

ARTICLE IV

WORK DAY, WORK SCHEDULE

1. The basic work day shall be eight (8) hours. All employees assigned to patrol shall be assigned to work a 5-2, 5-3 basic work schedule. There shall be a steady midnight squad(s) and those assigned to work midnights shall work hours between 12:00 midnight and 8:00 a.m. Employees not assigned to the midnight squad shall be assigned five 8:00 a.m. to 4:00 p.m. shifts followed by two days off; followed by five 4:00 p.m. to midnight tours followed by three days off.

2. The steady midnight schedule shall be assigned to the most senior employees who volunteer for such assignment. Those who volunteer must volunteer for a period of one year and will continue to be so assigned for a period of one year unless the employee himself arranges a mutual exchange of squad assignment with another police officer. Any such mutual exchange of squad assignment is subject to approval of the Chief of Police and such approval shall not be unreasonably withheld.

3. If there are an insufficient number of employees who volunteer for the steady midnight shift, the least senior police officer shall be assigned to the steady midnight shift for a period of one year. At the end of the one year period, the employee shall be entitled to be reassigned, and the next least senior employee who has not previously been assigned to the steady midnight shift shall be assigned to the midnight squad for a period of one year.

4. Summer work schedules shall be in effect only from June 1st through Labor Day of each year. Such summer work schedules shall, in addition to the three (3) regular shifts, consist of two (2) additional shifts from 7:00 P.M. to 3:00 A.M. and 9:00 P.M. to 5:00 A.M. These summer shifts may be worked only by volunteers or persons who would be regularly scheduled on the 4:00 P.M. to midnight and midnight to 8:00 A.M. shifts respectively. Employees other than volunteers shall be assigned a minimum of three (3) consecutive bastard shifts. All employees, except the Chief and the Lieutenant, shall be included for the purpose of summer scheduling. Summer scheduling shall be distributed as equitably as possible among all employees with no employee to be assigned more than eighty (80) hours of bastard shifts in any given year. Bastard shifts shall not be scheduled for any employee during that employee's vacation time.

5. (a) Members of the bargaining unit, other than those who do not work the normal rotation, must attend three days of training over and above the regular work chart. Each officer to whom this requirement applies must schedule and attend three such days before the end of each calendar year. The Chief or his designee will post those training sessions that are mandatory for members of the Department for a given year.

(b) If an officer is unable to attend scheduled training due to an unforeseen event that is chargeable to approve leave (i.e., sick leave bereavement), the officer must make every effort to reschedule the training, to the extent available, before the end of the calendar year. If the officer does in fact reschedule the leave, time charged for the absence on the originally scheduled training day will be re-credited to the officer's accrued leave, to the extent appropriate under the collective bargaining agreement.

(c) Failure to schedule and/or attend required training, including rescheduled days, may, at the discretion of the Chief, subject an officer to discipline.

(d) The P.B.A. acknowledges that the three training days referenced above may result in members of the bargaining unit being scheduled to work 48 hours in certain weeks. In this regard, it is agreed by and between the parties that the work cycle adopted for the purposes of the Fair Labor Standards Act shall be a 28 day cycle. Further, the P.B.A. acknowledges that the training days referenced above are part of the basic work schedule under the contract and therefore, overtime is not due pursuant to the contract for such days.

6. Any training scheduled pursuant to the Article on a member's regular day off or on a tour of duty when the member is scheduled to be off, will be compensated at straight time back on the first three (3) occurrences. After the first three (3) occurrences, any off-duty training shall be compensated at the rate of time and one-half.

7. All members of the bargaining unit assigned to the Detective Division or performing detective functions, or those members who are assigned to a non-rotating work chart (exclusive of the midnight shift), shall receive an additional six (6) chart days per year for a total of twelve (12) chart days which will be used to reduce the total number of days those members are required to work.

8. The Village of Suffern may eliminate one of the two lieutenant's positions upon it being vacant (which event has already occurred) and thereby eliminate one position in the Village of Suffern Police Department without violating the settlement in the action entitled Suffern Policeman's Benevolent Association v. Village of Suffern and the Village Board of the Village of Suffern, Rockland County Index No. 6132/02 and the parties will execute a revised stipulation of settlement to that effect.

ARTICLE V

OVERTIME

Hours worked in excess of the basic work schedule, or the basic work day, shall constitute overtime when authorized, or required by the Chief of Police. Such hours shall be compensated at the Chief of Police's discretion at either one and one-half (1 1/2) times the basic hourly wage, or in compensatory time which shall amount to one and one-half (1 1/2) times the overtime hours worked. Officers called in to work on regularly scheduled time off shall receive a minimum of three (3) hours pay when working less than two (2) hours.

ARTICLE VI

HOLIDAYS

The legal holidays as enumerated herein shall be allowed as days off with pay. New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day,

Columbus Day, Election Day (November), Veteran's Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday shall be observed as holidays. Lincoln's Birthday shall be observed on February 12th; Washington's Birthday shall be observed on Presidents' Day; and Martin Luther King's Birthday, and Columbus Day shall be observed on the day celebrated by New York State.

Where the employee is required to work on a designated holiday he shall be entitled to receive compensation therefore in overtime or compensatory time at the Chief of Police's option, in addition to his normal pay. If a second shift on a holiday is worked, the officer is again entitled to receive compensation.

ARTICLE VII

VACATION

1. Employees shall be entitled to vacation in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT</u>	<u>DAYS VACATION</u>
1 - 3	10
4 - 5	15
6 - 7	20
8 - 10	25
11 - 20	30

No vacation credits shall be earned during any month by an employee if on leave of absence without pay for half or more of the month.

2. The time at which vacation may be drawn by an employee shall be subject to prior approval by the office or department head. The request of any employee with respect to such time shall be honored to the fullest extent possible consistent with the effective conduct of Village business and with the relative seniority of employees in the department. Vacations must be requested no later than December 15th of the prior year for consideration to be given to the request and the relative seniority of the employee. Any vacation request after December 15th of the prior year shall be extended on a first come, first served basis at the discretion of the department head. Vacation must be taken annually and for the total amount of credits. However, an employee may, with the prior approval of the Chief of Police, separate his total vacation period in two (2) or more periods in a given year.

Those employees assigned to the midnight shift shall be entitled to pick, one two-week vacation and one one-week vacation during the first round of vacation picks. After all employees have chosen vacation during the first round, employees shall be entitled to pick one additional two-week vacation and one one-week vacation. The employees shall pick ten holidays on days to fill in the gaps on the schedule between other employees' vacation days. The aforesaid is subject to the availability of such total days for any given employee.

ARTICLE VIII

PERSONAL LEAVE

Each officer will be entitled to six (6) personal leave days per year. Forty-eight (48) hours notice shall be given in advance of each request for personal leave. If two (2) weeks notice or more is given for a personal leave day, and if such request is unreasonably denied, the officer shall have the option to take the time off at a later date of his choice or to receive payment in lieu of time off, at his option.

ARTICLE IX

SICK LEAVE

1. Upon employment full time, each employee shall be entitled to one and one-half (1 1/2) sick days per month and upon commencement of the second year of employment and each year thereafter, shall be entitled to an additional seventeen (17) days of sick leave per year. No more than one hundred eighty (180) days of sick leave may be accumulated. Upon retirement, an employee shall be entitled to the payment of a sum of money equal to one-half (1/2) the accumulated sick leave up to that date. Such money shall be paid out pro rata over the course of the employee's last year of employment. At the employee's option, the employee may receive time off at the rate of one (1) day per each two (2) days of accumulated sick leave up to a maximum of ninety (90) days off.

2. Effective each January, the employer agrees to pay each employee who has 180 accumulated sick days one day's pay for each two days of unused sick days from the prior year. For the purposes of this paragraph, even if the employee has reached the maximum one hundred eighty (180) day accumulation, the employee shall receive seventeen (17) sick days per year for use, and shall be paid for fifty percent (50%) of the unused annual allotment in the following January. For example, if an employee has accumulated one hundred eighty (180) sick days in January 1996 and he used three (3) days in 1995, he will be given seven (7) days pay at his daily rate of pay in January 1996. (Seventeen (17) sick days, minus three (3) days used, equals fourteen (14) days, times fifty percent (50%), equals seven (7) days pay.)

3. The employee is responsible for notifying his supervisor each time sick leave is taken and the reason therefore. Advance notification should be given whenever possible, and in any event notification must be given no later than one (1) hour after the employee's normal time for reporting to work. However, in the event that the work of an employee is such that a substitute would be required, the office or department head may require earlier notification, but no more than two (2) hours prior to the beginning of the employee's work day.

4. Before absence for personal illness or disability for four (4) or more calendar days may be charged against accumulated sick leave credits, the office or department head shall require proof of illness or disability in writing.

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

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

7. When an employee is transferred within the Village service, any accumulated sick leave credits shall be transferred with him.

8. Six (6) days of the current seventeen (17) sick day allotment may be used for family sickness.

9. On or prior to December 15, 1994, new rules and regulations will be issued to members concerning sick leave and line of duty injuries. A separate agreement is also being simultaneously executed affecting employees receiving benefits pursuant to General Municipal Law Section 207-c. Effective January 1, 1995, these rules and regulations and agreement will supersede any inconsistent provision of this Article, and will be considered part of this Collective Bargaining Agreement.

10. Effective January 1, 1995, a sick leave bank shall be established in accordance with a separate agreement being signed simultaneously by the employer and the Association.

ARTICLE X

BEREAVEMENT LEAVE

In the Event of a death of an employee's immediate family (including parent, sibling, wife, child, grandparent, parent-in-law, or brother/sister), a leave of four (4) consecutive days shall be granted. Such leave shall commence with the day following the date of death, providing the employee attends the funeral.

ARTICLE XI

RETIREMENT

The employer shall continue to provide the twenty (20) year retirement plan at one-half (1/2) of the last year's pay for the members of the Suffern Police Department. Additionally, the

employer agrees to take all necessary steps to insure that all members of the bargaining unit who are currently not members of Section 384-d of the Retirement and Social Security Law, will be covered by the benefits of such;Section. A separate agreement is being simultaneously executed containing the details of the agreement.

ARTICLE XII

MEDICAL AND DENTAL INSURANCE

1. The employer shall provide, at its own cost and expense, and without cost to any employee, coverage under the existing hospital and medical insurance plan. The employer shall also pay without cost and expense to any employee, 100% of the cost and expense of hospital and medical coverage for his spouse and lawful children.

The Village agrees to continue to pay for individual health insurance coverage for retired members of the bargaining unit who retire on or before June 30, 1991. Members of the bargaining unit retiring on or after July 1, 1991 with twenty (20) or more years of service in the bargaining unit who retire into the Retirement System shall be entitled to family health insurance coverage during their retirement with the premium to be paid for by the Village in the same amount that it pays for active members of the bargaining unit. It is understood that for members of the bargaining unit who retire into the Retirement System on or after July 1, 1991, based upon a work-related disability, the twenty (20) year service requirement shall not apply. Members of the bargaining unit retiring on or after July 1, 1991 who have at least five (5) years but less than twenty (20) years of service in the bargaining unit shall only be entitled to individual health insurance coverage at Village expense. If the Police Department disbands, the Village agrees that it will continue to pay for the health insurance premium for retirees during retirement based upon the highest percentage paid for active members of the bargaining unit at the time the Department is disbanded. Effective June 1, 2001 members of the bargaining unit shall be entitled to individual and family health insurance coverage fully paid by the Village provided the member has fifteen (15) years of service with the Village.

Effective June 1, 2004, the Village agrees to continue to provide dependent health coverage for any member of the unit or any member of the unit that retires thereafter and predeceases his/her spouse. Such health coverage shall continue for a period of (5) years from the date of death of the employee/retiree. Such coverage shall be available for employees/retirees eligible spouse or dependent children.

2. The employer shall provide, at its own cost and expense, and without cost to any employee, coverage under a Dental Plan for both the employee and his family which is more fully outlined in Schedule "C" attached hereto and made a part hereof. Additionally, effective January 1, 1995, the employer shall provide and pay one hundred percent of the cost of providing orthodontia coverage as part of the Dental Plan as more fully outlined in Schedule "C". Effective June 1, 2001 the Dental Plan attached hereto as Schedule "C" shall be amended by increasing the level of benefit for orthodontia coverage to \$2,500.00. In addition, the maximum level of benefit for all other covered expenses shall be increased likewise to \$2,500.00 per person per year.

All members of the bargaining unit hired on or after July 1, 1991 shall not be eligible for dental insurance at the Village's cost until they reach first grade status. However, if permitted by the insurance carrier, the employee may pay the cost of the premium in order to obtain such insurance.

ARTICLE XIII

LIFE INSURANCE

1. The employer will provide at its own cost and expense and without cost to any employee, life insurance which shall equal an amount at all times to three (3) times the highest annual base salary of the employee, to a maximum of \$150,000.00. If loss of life occurs accidentally, the benefit shall be double. Said coverage shall continue into retirement until the member attains 70 years of age.

2. The employee shall be eligible for the policy only after he has satisfactorily completed a minimum of three (3) months service in such Police Department.

ARTICLE XIV

RECOGNITION AND DUES CHECK-OFF

1. The Village of Suffern recognizes the Suffern Patrolmen's Benevolent Association as the exclusive agent for collective bargaining and enforcement for all full time police officers, except for the Suffern Police Chief and Lieutenant of the Village of Suffern Police Department in accordance with the provisions of the Public Employees' Fair Employment Law of the State of New York.

2. The Village of Suffern is referred to herein as the "Employer" and members of the Bargaining Unit are referred to herein as the "Employee(s)", or "Member(s)".

3. Upon presentation of the Check-Off Authorization cards executed by the individual employees, the Village shall deduct from the wages paid to the individual employees the amount of lawful dues, and other assessments as may be authorized.

ARTICLE XV

BILL OF RIGHTS

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

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

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

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

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

1. The interview of a member of the force during an investigation shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise. Where practical, interviews should be scheduled for the daytime and the reassignment of the member of the force to another shift should be employed. If any time is lost, the member of the force shall be compensated.
2. The interview shall take place at a location designated by the investigating officer in charge of the investigation and all persons present during the interview. If a member of the force is directed to leave his post and report for interviewing to another post, his superior shall be promptly notified of his whereabouts.
3. The member of the force shall be informed of the nature of the investigation, before any interview commences, including the name of the complainant. The addresses of the complainant and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise the member of the allegation should be provided. If it is known that a member of the force is being interviewed as a witness only, he should be so informed at the initial contact.
4. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
5. All members of the force shall be obligated to answer any questions concerning their conduct as it relates to their employment except those which violate their constitutional, legal or contractual rights.

6. The member of the force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary action. No promise of reward shall be made as an inducement to answering questions.
7. The complete interview of the member of the force shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except at the request of the officer. All recesses called during the interview shall be recorded.
8. If a member of the force is under arrest, or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given the rights pursuant to the Miranda decision.
9. In no criminal cases, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel before being questioned concerning violations of the rules and regulations, provided the interviewing may not be postponed for purposes of counsel past twelve (12) hours or 10:00 A.M. of the day following notification of interview, whichever is longer. Counsel, if available, and a representative of the Suffern Policemen's Benevolent Association, Inc. may be present during the interviewing of a member of the force.
10. Basically, the aforementioned guidelines will be observed by all superior officers or other officers of the department while conducting investigations of actions of members Of the force.
11. Any disciplinary action taken against a member of the bargaining unit by the Department shall be subject to review under Section 75.
12. Where the employee is disciplined by suspension or forced time off, such may be, at the employee's option, charged against vacation.
13. No press release shall be issued by the Department relative to any disciplinary action against an employee until a final determination and any appeals in connection therewith have been exhausted or completed.
14. Where, during an interview, an individual consents to disciplinary action, such consent shall not be binding until twenty-four (24) hours after he is advised of the nature of such disciplinary action or its alternatives.

ARTICLE XVI

GRIEVANCE AND ARBITRATION

1. Grievance Procedure: A Grievance shall be defined as a claim that the employer violated a provision of the contract, and shall be resolved by the use of the following procedures:

Step 1: The Grievance shall be first presented in writing by the Association or an employee to his immediate superior officer next higher in rank who, within ten (10) working days thereafter, shall reply in writing to the Association or the employee.

Step 2: If such reply is not satisfactory to the Association or the employee, the Association or employee shall present such grievance in writing, together with a copy of the reply from the immediate superior, to the Chief. Within ten (10) working days thereafter, the Chief shall reply, in writing, to the Association or employee.

Step 3: Police Commissioner: If such reply is not satisfactory to the Association or the employee within 10 working days thereafter, the Association or the employee shall present such grievance in writing, together with a copy of the reply from the Chief to the Police Commissioner. The Commissioner shall reply in writing to the Association or employee within ten (10) days.

Step 4: If the grievance remains unresolved and if the grievance involves an alleged violation by the employer of an express provision of the contract, then the Association may submit the grievance in writing (copy to the employer) to the Public Employment Relations Board for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties to this Contract. The fees and expenses of the arbitrator shall be shared equally by the employer and the Association.

2. Limitations on Arbitrator's Authority: The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this Contract, nor shall he have authority to render any decision which conflicts with a law, ruling or regulation binding upon the employer, nor to imply any obligation on the employer which is not specifically set forth in the Contract.

3. Time Limitations: If a written copy of the grievance was not served on the employer within sixty (60) days of the time the employee became aware of the act, occurrence or event giving rise to the grievance, or if the grievance was not submitted in writing to the Public Employment Relations Board (copy to the employer) within sixty (60) days after the date of its Step 1 presentation in writing to the Mayor, the grievance will be deemed waived and there shall be no right to arbitration.

ARTICLE XVII

DISCHARGE AND DISCIPLINE

Procedure in Disciplinary Disputes: In the event of a dispute concerning the discharge or discipline imposed upon a police officer, the procedures of Section 75 of the Civil Service Law

shall be followed.

ARTICLE XVIII

ASSOCIATION RIGHTS

1. When negotiations are scheduled, any member of the negotiating committee who is on duty at the time, shall be afforded sufficient time off to attend the negotiation meeting and such time spent shall be considered as time worked.

2. The Suffern Policemen's Benevolent Association, Inc. President, or his designee, shall be entitled to attend meetings of the Suffern PBA and police organizations with which the Suffern PBA is affiliated, PERB conferences and hearings and other meetings for PBA business, subject to prior approval of the Chief, which approval shall not be unreasonably withheld, and such time shall be considered time worked if a meeting is scheduled during a scheduled work shift.

ARTICLE XIX

UNIFORM AND CLOTHING ALLOWANCE

1. Detectives and Youth Officers shall receive an annual clothing allowance of \$1,500.00.

2. Annexed hereto as Schedule B is the entire uniform and equipment allowance to be issued to an employee. Replacement of said items shall be on a normal wear and tear basis.

3. The Village shall clean pants as required per established cleaning schedule. Leather and spring jackets will be cleaned if required but no more than once per year. Any other uniform item shall be cleaned by the employee.

ARTICLE XX

JURY DUTY

1. Employees who are directed to appear in person for jury duty in the local, state or federal court system shall be entitled to have their tour changed to a day tour if the employee is scheduled to work on the same date as the jury duty.

2. However, if the tour change would result in overtime on the employees regularly scheduled shift, the Department shall have the right to change the tour of another employee (covering employee) who is scheduled to work on the same date, to avoid said overtime. The Suffern PBA recognizes and agrees that a covering employee who is directed to change his or her tour under this provision shall have no right to any additional benefit (i.e. overtime, compensatory time, etc.) as a result of such change. The covering employee shall be selected

first from volunteers of the same rank by seniority, and if no employee volunteers, then by reverse seniority within the same rank.

3. If overtime cannot be avoided by changing another employee's tour in accordance with paragraph 2, the member directed to appear for jury duty shall be required to schedule a mutual with another officer in accordance with existing department regulations.

4. If the employee is unable to arrange a mutual with another officer, the employee who is required to appear for jury duty will have to utilize his/her time off to appear for jury duty.

5. The Employee shall not be entitled to a tour change as enumerated in sections 1 through 4 above and shall be required to use his/her own time off for jury duty in the following circumstances:

- a. The employee volunteered for jury duty; or
- b. The employee is being directed to appear in person because the employee failed to comply with previous jury duty notice or because the employee otherwise failed to comply with the directives of the Commissioner of Jurors or the respective Court; or
- c. The employee failed to give timely notice to the Employer of the jury duty and/or failed to comply with the provisions of paragraph six (6) and seven (7) and eight (8) below.

6. Employees who receive a jury duty notice that may require them to appear on a date when they are regularly scheduled to work shall submit a copy of the jury notice to the Employer as soon as practicable.

7. If the jury notice is one that requires the Employee to contact the court at a certain time to ascertain whether the Employee must appear on the following business day and the Employee is in fact directed to appear on the following business day, the Employee shall be required to immediately notify a Lieutenant or the Chief of the required at jury duty.

8. If the employee is appearing for jury duty on department time, the employee is required to return to work when dismissed, released or when said employee's personal appearance is not longer required at jury duty.

9. An employee's shift, when permitted to attend jury duty on Department time, shall not exceed eight (8) hours per day, regardless of the length of the jury duty. Employees required to personally appear for jury duty and doing so on Department time, shall not be entitled to compensation for travel expenses, travel time, or other expenses incidental to or associated with jury duty.

ARTICLE XXI

LEGISLATIVE NOTICE

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.


ARTICLE XXI

SEPARABILITY

In the event that any portion of this Contract shall be declared invalid by a Court of competent jurisdiction, such invalidity shall not be deemed to affect the remaining portions thereof.

Dated:

INCORPORATED VILLAGE OF SUFFERN

BY: 
James Giannettino, Mayor

DATE: _____

SUFFERN POLICEMEN' S BENEVOLENT ASSOCIATION, INC.

BY:  #138
Edward Dolan, President

DATE: 06/06/05

VILLAGE OF SUFFERN, NEW YORK

SCHEDULE A-I

	<u>6/1/04</u>	<u>6/1/05</u>	<u>12/1/06 6/1/06</u>	<u>6/1/07</u>
5th	\$49,573.95	\$51,556.91	\$53,619.18	\$55,763.95
4th	\$63,239.76	\$65,769.35	\$68,400.12	\$71,136.12
3rd	\$70,037.13	\$72,838.61	\$75,752.16	\$78,782.24
2nd	\$77,081.50	\$80,164.76	\$83,371.35	\$86,706.21
1st	\$85,879.40	\$89,314.58	\$92,887.16	\$96,602.65
Det. & Y.O.	\$92,320.24	\$96,013.05	\$99,853.59	\$103,847.71
Sergeant	\$98,758.74	\$102,709.09	\$106,817.46	\$111,090.15
Det./Sgt.	\$106,167.80	\$110,414.52	\$114,831.10	\$119,424.34

NOTE: For members of the unit hired on or after February 1, 2002 the following schedule shall apply:

SCHEDULE A-II

	<u>6/1/04</u>	<u>6/1/05</u>	<u>12/1/06</u>	<u>6/1/07</u>
5th	\$39,173.95	\$40,740.91	\$42,370.54	\$44,065.36
4th	\$52,839.76	\$54,953.35	\$57,151.48	\$59,437.54
3rd	\$59,637.13	\$62,022.61	\$64,503.52	\$67,083.66
2nd	\$66,681.50	\$69,348.76	\$72,122.71	\$75,007.62
1st	\$85,879.40	\$89,314.58	\$92,887.16	\$96,602.65
Det. & Y.O.	\$92,320.24	\$96,013.05	\$99,853.57	\$103,847.71
Sergeant	\$98,758.74	\$102,709.09	\$106,817.46	\$111,090.15
Det./Sgt.	\$106,167.80	\$110,414.52	\$114,831.10	\$119,424.34

SCHEDULE B

The following is a list of equipment and uniform articles issued to a Police Officer in the Village of Suffern:

HATS:

- 1 Winter
- 1 Summer
- 1 Rain Hat

COATS:

- 1 Winter
- 1 Ike
- 1 Raincoat

SHIRTS:

- 4 Long Sleeve (winter)
- 4 Short Sleeve (summer)

PANTS:

- 4 Pair (all season)

BODY ARMOR:

- 1 Bullet Proof Vest

TIE:

- 1 Tie (worn with winter shirt)

LEATHER GEAR:

- 1 Duty Belt
- 1 Duty Holster (Glock)
- 1 Off Duty Holster (Glock)
- 1 Handcuff Case and Handcuffs
- 1 Mace Holder
- 1 Radio Holder
- 1 PR-24 (or standard) Baton Holder
- 1 Ammo Mag Holder

EQUIPMENT:

1 Glock 9mm Automatic Pistol
1 Canister of Mace
1 PR-24 (or standard) Baton
2 Glock Ammo Mags
35 Rounds of 9mm Ammo and Training Ammo

SHIELD:

1 Breast Shield with Number
1 Hat Shield with Number
(Officers may obtain a 2nd shield at their own cost)
(Must sign release form)

COLLAR BRASS:

1 Suffern Police Department Insignia
1 Number Insignia to match Shield