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# **AGREEMENT**

between

**TOWN OF BEDFORD**

and

**POLICE BENEVOLENT ASSOCIATION  
OF THE TOWN OF BEDFORD, INC.**

**JANUARY 1, 2005 THROUGH DECEMBER 31, 2008**

**RECEIVED**

**JUN 19 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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This Agreement is made and entered into this 1 day of MARCH, 2006 by and between the Town of Bedford (hereinafter "Town") and the Police Benevolent Association of the Town of Bedford, Inc. (hereinafter "PBA").

### **WITNESSETH**

**WHEREAS**, the Town and the PBA seek a good working relationship in furtherance of the desires on the part of the Town and the PBA to provide for the public health, safety and welfare of the people and for the protection and preservation of the property of the Town and its inhabitants and in the mutual need to establish fair and reasonable wages and salaries for collective bargaining and the arbitration of grievances and disputes in accordance with Public Employees' Fair Employment Act of 1967, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Town and the PBA hereby agree as follows:

### **ARTICLE 1**

#### **PREAMBLE**

The law governing this Agreement shall be the Public Employees' Fair Employment Act, and such provisions of the Civil Service Law and the Local Laws of the Town of Bedford, which are not inconsistent with the said Act and the Civil Service Law.

### **ARTICLE 2**

#### **GENERAL PROVISIONS**

**Section 1.** Pursuant to the determination of the Town Board of the Town of Bedford made in September of 1967, the Town recognizes the PBA as the sole and exclusive representative for the members of the Bedford Police Department who are covered by this Agreement.

**Section 2.** The PBA shall act as such representative or agent in all negotiations with the Town within the scope of this Agreement, and, when requested to do so by the Town or the employee(s) in question, in all grievance proceedings during the term of this Agreement.

**Section 3.** Notwithstanding the provisions of this or any other Article or portion of this Agreement to the contrary, the PBA shall not represent the Chief of Police in any negotiations or grievance relative to the Base Wage schedule.

**Section 4.** The PBA affirms and agrees that it does not now and will not in the future strike against the Town, assert the right to strike against the Town, assist or participate in any such strike or impose an obligation upon its members to conduct, assist or participate in such a strike.

### **ARTICLE 3**

#### **RECOGNITION**

The PBA shall represent the personnel of the Bedford Police Department as set forth in Article 4, Section 1, and the Chief of Police, except as provided in Article 2, Section 3. The Town agrees that, in the event any new classification of personnel is established which is not set forth in Article 4, Section 1, the Town will confer and negotiate classification, compensation and job description for such new classification with the PBA.

### **ARTICLE 4**

#### **BASE WAGE AND LONGEVITY**

**Section 1.** The Base Wage schedule shall be comprised of the following classifications:

Police Officer, Recruit  
Police Officer, Fourth Grade, First Year  
Police Officer, Third Grade, Second Year  
Police Officer, Second Grade, Third Year  
Police Officer, First Grade, Fourth Year  
Youth Officer  
Detective  
Sergeant  
Detective Sergeant  
Lieutenant

**Section 2.** For the classifications set forth above, the Base Wage schedule is as follows:

<u>Classification</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Recruit *	\$ 40,826	\$ 42,254	\$ 43,839	\$ 45,483
4 <sup>th</sup> Grade – 1 <sup>st</sup> Year	\$ 51,032	\$ 52,818	\$ 54,799	\$ 56,854
3 <sup>rd</sup> Grade – 2 <sup>nd</sup> Year	\$ 59,497	\$ 61,579	\$ 63,888	\$ 66,284
2 <sup>nd</sup> Grade – 3 <sup>rd</sup> Year	\$ 67,888	\$ 70,264	\$ 72,899	\$ 75,633
1 <sup>st</sup> Grade – 4 <sup>th</sup> Year	\$ 76,501	\$ 79,179	\$ 82,148	\$ 85,229
Detective(s) and/or Youth Officer(s) **	\$ 82,239	\$ 85,117	\$ 88,309	\$ 91,621
Sergeant(s) ***	\$ 87,976	\$ 91,056	\$ 94,470	\$ 98,013
Detective Sergeant(s) ****	\$ 94,574	\$ 97,885	\$ 101,555	\$ 105,364
Lieutenant(s) *****	\$ 101,172	\$ 104,714	\$ 108,641	\$ 112,715

- \* The Police Officer Recruit Base Wage shall be 80% of the Police Officer 4<sup>th</sup> Grade - 1<sup>st</sup> Year Base Wage. The parties agree that no Police Officer Recruit shall be paid for more than the period of time in which that unit member is required to attend the Municipal Police Training Council Academy (MPTC Academy). (Example: A Police Officer Recruit is hired May 1<sup>st</sup> and commences the MPTC Academy on September 1<sup>st</sup>. The MPTC Academy training is 17 weeks. Based on the foregoing, that unit member would continue to be paid Police Officer Recruit Grade Base Wage until August 28<sup>th</sup>. On August 29<sup>th</sup>, that unit member moves to Police Officer 4<sup>th</sup> Grade - 1<sup>st</sup> Year Base Wage, and thereafter throughout the Police Officer Grades accordingly.)
- \*\* The Detective(s) and/or Youth Officer(s) shall be paid a Base Wage of 7.5% over and above the Police Officer 1<sup>st</sup> Grade - 4<sup>th</sup> Year Base Wage.
- \*\*\* The Sergeant(s) shall be paid a Base Wage of 15% over and above the Police Officer 1<sup>st</sup> Grade - 4<sup>th</sup> Year Base Wage.
- \*\*\*\* The Detective Sergeant(s) shall be paid a Base Wage of 7.5% over and above the Sergeant(s) Base Wage.
- \*\*\*\*\* The Lieutenant(s) shall be paid a Base Wage of 15% over and above the Sergeant(s) Base Wage.

**Section 3.** In addition to the Base Wage schedule above, additional longevity payments shall be made per year according to the following schedule:

Completed Years of Service	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
5 years	\$ 525.00/yr	\$ 550.00/yr	\$ 575.00/yr	\$ 600.00/yr
10 years	\$ 775.00/yr	\$ 800.00/yr	\$ 825.00/yr	\$ 850.00/yr
15 years	\$1,775.00/yr	\$1,800.00/yr	\$1,825.00/yr	\$1,850.00/yr
18 years	\$2,775.00/yr	\$2,800.00/yr	\$2,825.00/yr	\$2,850.00/yr

## **ARTICLE 5**

### **OVERTIME POLICY, PROCEDURE AND DISTRIBUTION**

Overtime will be paid at the rate of time and one-half (1.5X) for Police Officer, Detective and/or Youth Officer, Sergeant, Detective Sergeant and Lieutenant.

1. Any Police Officer, Detective and/or Youth Officer, Sergeant, Detective Sergeant or Lieutenant will receive a minimum of four (4) hours overtime at time and one-half (1.5X), if called in during his/her off-duty time for the purpose of performing

his/her police duties, except that any member of the Detective Division who is called in four (4) hours or less prior to his/her scheduled tour will receive time and one-half (1.5X) for all those hours remaining before his/her tour that it is factually possible for him/her to work.

2. Overtime shall be payable upon request with reasonable notice by a member at any regular pay period. Earned overtime may be taken at the option of the member either in cash, or time off, or a combination of both.
3. All members will be allowed to accumulate and carry forty (40) hours of overtime into the following calendar year, as in the past.
4. Overtime worked for training will be compensated at time and one-half (1.5X).
5. In the event there are less than four (4) road patrol police officers, which can include one (1) Sergeant, available prior to the start of a tour of duty, the following overtime procedure shall be followed:

#### **Unplanned Tour of Duty Shortage(s)**

1. **Volunteer** - Road patrol unit members shall be canvassed by date of hire in rank, then uniformed police officers, for a volunteer to work the upcoming short tour, beginning with the most senior unit member working the preceding tour of duty, based on date of hire, with all Detectives working the preceding tour of duty being canvassed next.
2. **Ordered** - In the event there is insufficient or no volunteer(s), then the unit member(s) working road patrol on the preceding tour of duty shall be ordered using the inverse order of seniority by rank, starting with the least senior unit member. On each occasion thereafter, the vacancy(ies) shall be covered by the next least senior unit member who has not been required to work, excluding Detectives. The required overtime shall be recorded next to that unit member's name.

No unit member shall be required to work and fill a vacancy in a tour of duty in the event that unit member would then be working three (3) consecutive tours of duty. In the event of a vacancy(ies) on the 8:00 a.m. to 4:00 p.m. or 7:00 a.m. to 3:00 p.m., no canvassing for volunteers shall occur during the hours of 1:00 a.m. to 6:00 a.m.

3. **Emergency** - In the event a tour of duty becomes short staffed after it has begun, any off duty unit members in Headquarters will be canvassed for a volunteer. In the event there is no volunteer, the seniority list will be canvassed for a volunteer who is scheduled to work the next tour of duty to come in early. In the event there is no volunteer, then the least senior unit member assigned to patrol that is contacted, shall be required to report for duty.



### **Advance Notice Tour of Duty Shortage(s)**

1. In the event a tour of duty is going to be below minimum staffing for road patrol duties with advance notice, the Patrol Lieutenant or designee, shall post the date immediately for a volunteer(s) from unit members assigned to patrol. In the event that vacancy(ies) is not filled, the Patrol Lieutenant or designee, shall canvass all Detectives for a volunteer. In the event there are still no volunteers ten (10) calendar days prior to the known short tour of duty, the Patrol Lieutenant or designee, shall inform the unit member(s) next in the rotation from the squad scheduled to be on duty immediately prior to the tour of duty with the vacancy(ies), that he/she will be required to fill that vacancy(ies). This provision does not apply to any situation where the shortage is not known more than ten (10) calendar days in advance.

### **Special Events Staffing**

The Town shall provide a written notice to the Patrol Lieutenant or designee, that the Town has approved a special event which will require an additional unit member(s) to work. The following procedure shall be followed:

1. The Patrol Lieutenant or designee shall post a sign up sheet for that event reasonably in advance, setting forth the specific number of unit members required.
2. All unit members shall have the opportunity to sign up as a volunteer for overtime for that event.
3. In the event there are an insufficient number of volunteers ten (10) calendar days prior to the event, the Patrol Lieutenant or designee shall assign a unit member(s) as follows:
  - A. A unit member(s) who is scheduled to work on that date shall be ordered first (1<sup>st</sup>).
  - B. A unit member(s) on a regular day off shall be ordered next, other than those in the middle of his/her three (3) days off.
  - C. A unit member(s) in the middle of his/her three (3) days off shall be ordered next.

Notwithstanding the above, any unit member(s) on approved paid leave on the day of the special event (Example: vacation, personal leave, compensatory time off, etc.) shall be excluded from being required to report and work such overtime. In addition, any unit member(s) on approved paid leave (Example: vacation, personal leave, compensatory time off, etc.)

immediately preceding that day or after the day of the special event, shall be excluded from being required to report and work such overtime.

Any unit member(s) who is scheduled to work the "A" line (12:00 midnight to 8:00 a.m. or 11:00 p.m. to 7:00 a.m.) on the day of the special event shall be excluded from being required to report and work such overtime prior to 5:00 p.m.

## **ARTICLE 6**

### **WORK SCHEDULE, TRAINING DAYS, AND ON-CALL DETECTIVE SCHEDULE**

#### **Section 1. Work Schedule**

1. The work schedule for the members of the Bedford Police Department, excluding the Chief, shall be a "4 and 72".
2. The Town shall implement the squad system based on the "4 and 72" work schedule. All Detectives and non-uniform members shall continue to work their existing work schedules.
  - A. The initial assignment of Sergeants and unit members to all squads shall be determined by the Chief of Police. Thereafter, by seniority, a unit member shall be permitted to volunteer as a "flex" member within each squad. In the event there are no volunteers, then the unit member within that squad with the least seniority shall be designated the "flex" member. The Chief of Police or designee, upon a minimum of five (5) calendar days notice, may "flex" that designated unit member into any squad. No designated unit member shall be required to be "flexed" without the minimum notice requirement and his/her acknowledgment of receipt of the notice. However, the affected unit member may agree to be "flexed" without the minimum notice requirement and acknowledgment. A new unit member who has not been certified to perform his/her duties independently by the Chief of Police shall not be designated as the "flex" member within any squad.

The "flexed" unit member shall be entitled to not less than a minimum of forty-eight (48) consecutive hours off before reporting to that squad. The affected unit member shall also be entitled to not less than forty-eight (48) consecutive hours off before being "flexed" back to his/her assigned squad. The "flexed" unit member, upon returning to his/her assigned squad, shall be treated as if he/she were never "flexed".

There shall also be one (1) alternative "flex" member within each squad. This alternative "flex" member shall be determined and governed by the

same requirements set forth herein. However, the alternative "flex" member shall only stand in the place of the primary/regular "flex" member when absent due to long-term illness (work or non-work related), vacation or training (including instruction) which shall be for a period of one (1) work week or longer.

- B. Squad 5 shall be determined by seniority through volunteers first with a minimum of one (1) Sergeant and one (1) Emergency Medical Technician (EMT). In the event there are not enough volunteers, unit members shall be assigned by the inverse order of seniority. The assignment of the Emergency Medical Technician (EMT) shall be based on seniority as a police officer with EMT certification. Squad 5 shall be open to bidding annually, which shall occur during the end of November and early part of December each year.

Up to three (3) unit members within Squad 5 may report to work one (1) day prior to their squad workweek. Those unit members shall maintain and work the "4 and 72" work schedule and shall work the same tours of duty as their squad, and shall not be assigned to work any split shifts. The squad Sergeant shall be the determining factor of the start of the squad's workweek. In the event the Chief of Police wishes to remove a unit member(s) from Squad 5, the Chief of Police shall notify that employee and PBA President, in writing, of his/her reason(s) for the removal. The Chief of Police may only replace that unit member(s) prior to the ensuing January 1<sup>st</sup> of the annual bidding. In that event a grievance may be filed pursuant to Article 20 of the Agreement.

- C. There shall be a non-assigned squad Sergeant who shall be determined through volunteers first (1<sup>st</sup>) and then in the inverse order of seniority, based on the date of appointment to a Sergeant's position. This Sergeant shall work a "4 and 72" work schedule. This Sergeant may be "flexed" to a specific squad to replace that Sergeant, by applying the same requirements for a "flex" member set forth herein.
- 3. Upon the prior approval of all Sergeants concerned and a Lieutenant, a unit member who performs similar duties (police officer for police officer, Sergeant for Sergeant and Lieutenant for Lieutenant), shall be entitled to exchange, switch or "swap" a tour of duty with another unit member, without restriction to work, up to sixteen (16) consecutive hours.
  - 4. A unit member shall provide at least seven (7) calendar days notice of a request for time off, including tour switches, except in unforeseen circumstances, or when the notice period is waived by the Lieutenant.

## **Section 2. Training Days**

All unit members, except the Lieutenant(s) and Detective Sergeant(s), may be assigned to three (3) whole training days during any year. The Lieutenant(s) and Detective Sergeant(s) may be assigned to two (2) whole training days during any year. All unit members shall receive a minimum notice requirement of thirty (30) calendar days of the assigned training day(s). No unit member shall be required to attend any training day(s) without the minimum notice requirement and acknowledgment of receipt of the notice. However, the affected unit member(s) may agree to attend the training day(s) without the minimum notice requirement and acknowledgment. The Chief of Police may rescind the scheduled training day(s) at any time prior to their occurrence, while retaining the right to re-schedule as set forth herein. A unit member may be assigned to a training day(s) while working on his/her respective tour of duty. That training day(s) shall not constitute one (1) day towards the three (3) or two (2) training day(s) as agreed to herein. In the event the Chief of Police does not assign any training day(s) to unit members during any calendar year, they shall not be required to make any training day(s) up during the following year(s).

- A. The Chief of Police shall be permitted to assign the Lieutenant(s) and Detective Sergeant(s), four (4) "additional work days" per year into their work schedules.
- B. All unit members, except the Lieutenant(s) and Detective Sergeant(s) shall have their first twenty-four (24) hours of overtime worked credited towards three (3) "work days".

Effective January 1, 2006, all unit members, except the Lieutenant(s) and Detective Sergeant(s), shall have their hours of overtime worked credited as "work days" as follows:

<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
First 21 hours	First 18 hours	First 13 hours

- C. Any training day(s), assigned and attended as set forth above, that is less than one (1) day, shall be counted as one (1) whole training day.
- D. Training days shall not be assigned to any unit member either immediately before or after his/her scheduled vacation(s), or before or after an 11:00 p.m. to 7:00 a.m. or 12:00 midnight to 8:00 a.m. tour of duty.

## **Section 3. On-Call Detective Schedule and Compensation**

- A. Effective November 7, 2005, all members of the Detective Bureau, including the Youth Officer Detective, but excluding the Detective Sergeant, shall provide coverage each week during times when no Detective is regularly scheduled to work. The week shall be defined as 4:00 p.m. Monday through 8:00 a.m. the following Monday. That member shall be provided with a Department vehicle, cell phone and/or pager while On-Call, at no cost to that member. The Detective

who is On-Call shall be contacted. The On-Call Detective shall determine whether or not he/she is required to respond to the Police Department or crime scene, or will respond as directed by the Detective Sergeant, Lieutenant or tour of duty Sergeant. In the event the On-Call Detective responds, he/she shall be compensated from the time the call was received, and travel time, portal-to-portal, with a minimum of four (4) hours of overtime, and be covered during that travel time by General Municipal Law §207-c.

- B. Each On-Call status shall be distributed equally to each member of the Detective Bureau, including the Youth Officer Detective, weekly, as defined above, excluding the Detective Sergeant. The On-Call schedule shall be assigned and posted for each calendar month, at least thirty (30) calendar days prior to the effective schedule. The Detective(s) shall be entitled to “switch” or “swap” their On-Call status with each other, with the prior approval of the Chief of Police or designee. The patrol unit shall receive a copy of the On-Call Detective schedule.
- C. In recognition for being placed On-Call, each Detective of the Detective Bureau shall receive the following additional compensation:

	<u>11/7/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Detective	\$300/wk	\$300/wk	\$325/wk	\$325/wk

## ARTICLE 7

### SICK LEAVE

**Section 1.** Members shall be entitled to unlimited sick leave without loss of pay as in the past. Sick leave without loss of pay will be granted for personal illness of a member (including illness or disability resulting from pregnancy) which causes a member to be unable to perform his/her duties.

#### **Section 2.**

- A. **Maternity Leave:** A female member will be granted sick leave without loss of pay for a period of up to six (6) weeks following the birth of her child.
- B. **Paternity Leave:** A male worker shall be entitled to a paid leave of absence (one (1) work week) following the birth of a legally married spouse's child.

**Section 3.** Upon documentation of pregnancy, a female member may submit a written request for duty assignment which will minimize her physical contact with the public, provided, however, that such duty is recommended by her personal physician as necessary for her personal welfare. Such duty will be assigned subject to the determination of the Chief of Police of its availability. In the event that the Chief of Police determines that such duty is not

available for said pregnant female, said female shall be placed on sick leave without loss of pay until a minimal physical contact assignment becomes available or the female member has exhausted entitlement due a pregnant female under this Article.

**Section 4.** Accrued unused compensatory time, vacation leave, and personal leave earned by the female member prior to her taking pregnancy related sick leave may be taken by her prior to her return to regular duty.

#### **Section 5 – Sick Leave Monitoring System**

Effective January 1, 2006, any employee who has more than ten (10) work days of undocumented sick leave absences within a calendar year, shall be placed into the sick leave monitoring system. Any undocumented absence for purposes of this section shall be one for which the employee has not provided a physician's note. An employee placed into the system shall remain under monitoring for a period of nine (9) months after placement. An employee in the monitoring system shall provide documentation for each sick leave absence. Documentation for the purpose of this section means a physician's note reflecting that he/she had an office visit within the period of the absence and is unable to work. Multiple, consecutive day absences for the same reason shall require only one physician's note. Each undocumented absence while in the monitoring system, if any, shall extend the employee's placement for an additional three (3) months.

Employees who are in the monitoring system shall not be eligible to volunteer for overtime assignments for the period they are within the system, but shall be subject to ordered overtime pursuant to the other terms of this Agreement.

An employee who is in the monitoring program may be subject to discipline in accordance with applicable law.

### **ARTICLE 8**

#### **LEAVES**

##### **Section 1. Personal Leave**

A maximum of four (4) personal leave days with pay shall be granted to each member in each calendar year of the Agreement, but two (2) of such days shall be granted only for personal business that cannot be attended to by a member on a day or time other than his/her working day, only with the prior approval of the Chief of Police or his/her designee. Personal leave days shall not be cumulative from year to year. A request in writing must be submitted to the Chief of Police or his/her designee at least seven (7) days prior to the day desired, and an answer of availability for the day desired shall be given at least three (3) days prior to that date.

## **Section 2. Child Care Leave**

A female member may request an unpaid leave of absence for the purpose of taking care of her newborn child. Such leave shall be granted for a period of twelve (12) months commencing prior to return to regular duty and immediately following the expiration of the six (6) week post-partum sick leave specified in Article 7, Section 2 and all unused leave as specified in Article 7, Section 4, which the member elects to take, provided she submits a written application for such leave to the Chief of Police at least three (3) weeks prior to the beginning of such requested leave. Such leave shall be without pay and benefits, except that medical benefits shall continue, and without change in grade.

## **Section 3. Bereavement Leave**

- A. Five (5) bereavement leave days with pay shall be granted to each member for death in the immediate family, which includes father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents, or any other relative living within the employee's household.
- B. One (1) bereavement leave day with pay shall be granted to each member for the death of aunts and uncles of the immediate family.

## **ARTICLE 9**

### **HOLIDAYS**

**Section 1.** All members of the department shall be given fourteen (14) paid holidays, whether worked or not.

**Section 2.** Holiday payment shall be made by separate check in the last pay period in November of each year.

## **ARTICLE 10**

### **VACATION**

**Section 1.** All members of the Bedford Police Department hired on or before December 30, 1991 shall receive vacation leave with pay in accordance with the following schedule:

For the first year of employment:	
Hired prior to July 1 of the year	10 work days
Hired after July 1 of the year	5 work days
Second through fifth years	14 work days
Sixth through tenth years	19 work days
Eleventh through twentieth year and above	24 work days

All members of the Bedford Police Department hired on or after December 31, 1991 shall receive vacation leave with pay in accordance with the following schedule:

For the first year of employment:	
Hired prior to July 1 of the year	2 work weeks
Hired after July 1 of the year	1 work week
Second through fifth years	3 work weeks
Sixth through tenth years	4 work weeks
Eleventh through twentieth year and above	5 work weeks

**Section 2.** Vacation splits shall be permitted as in the past.

**Section 3.**

- A. Members shall be allowed to take a maximum of ten (10) vacation days in one (1) day segments.
- B. Members hired after December 31, 1991 shall be entitled to take a maximum of eight (8) vacation days in one (1) day segments.

**Section 4.** December will be treated as other months are presently treated for vacation purposes.

**Section 5.** No member will be scheduled for training on his/her regularly scheduled days off immediately proceeding or following his/her scheduled vacation.

## **ARTICLE 11**

### **RETIREMENT**

**Section 1.** The provisions of this Article have been effective since April 1969, and any member shall have the option of selecting and accepting either the retirement plan set forth herein as Paragraph (1) or the retirement plan set forth herein as Paragraph (2):

Paragraph (1): The Town shall pay on account of any member who has duly elected, or shall hereafter duly elect, to contribute the additional amount required for the purpose of retiring after twenty-five (25) years of service as provided by Section 384 of the Retirement and Social Security Law or any subsequent amendments thereto, the additional cost on account of the police service rendered by such member prior to the adoption of this Agreement, and further, shall pay the full additional cost on account of police service rendered by such member on and after April 1, 1969; the Town shall pay the additional cost on account of any member who duly elects to receive the additional benefit after twenty-five (25) years of creditable service, provided for under the provision of Section 384, subdivision f, of the Retirement and Social Security Law or any subsequent amendments thereto.



Paragraph (2): The Town shall pay on account of any member who has duly elected, or shall hereafter duly elect, to contribute the additional amount required for the purpose of retiring after (20) years of service as provided for under the provisions of Section 384, subdivision d, of the Retirement and Social Security Law or any subsequent amendments thereto, the entire additional cost on account of the police service rendered by such member prior to the date of the adoption of this Agreement, and further agrees to pay the full additional cost on account of police service rendered by such member on or after April 1, 1969.

**Section 2.** Under Section 375 (b) of the New York State Retirement Law, the Town agrees to continue the operation of either of the retirement plans above outlined in Paragraph (1) or Paragraph (2) on a non-contributory basis.

**Section 3.** Retirement will conform to the New York State and Local Police and Fire Retirement System guidelines, as per the plans adopted by the Town Board.

## **ARTICLE 12**

### **HEALTH INSURANCE**

**Section 1.** The Town shall offer the Alternate MEBCO Plan subject to the following limitations:

- A. The Basic MEBCO Plan Booklet, as of August 17, 1994, shall be incorporated into Appendix "A", and made a part of this Agreement. The terms, conditions, and benefits as set forth in the Basic MEBCO Plan Booklet, and as amended by Appendix "B", shall be the Alternate MEBCO plan. The terms, conditions, and benefits are the minimum due the member and the member's eligible dependents.
- B. For the purpose of this provision, the decision of a physician, chiropractor or medical facility or pharmacy not to participate as a "participating provider" in either the Basic MEBCO or Alternate MEBCO plan may change from time to time, provided that there remains, in that particular field, a reasonable number of "participating providers" in the geographical area, and shall not be considered to be a reduction of a term, condition or benefit of the Basic MEBCO or Alternate MEBCO plans.
- C. Should any of the benefits enumerated in Appendix "B" be changed so as to result in members receiving less than the minimum benefit set forth therein, the PBA may immediately demand to reopen negotiations on the health insurance benefit.

**Section 2.** Members who retire shall be eligible for continued health insurance for such retiree and the retiree's eligible dependents paid in full by the Town and a deceased retiree's dependents will be offered the option to purchase the coverage then in effect.

Effective October 18, 2005, and in the event of the member's line of duty death while employed by the Town, the Town shall continue to provide, at no cost, health insurance to the deceased member's eligible dependent(s).

Effective January 1, 2006, the Town shall provide the New York State Health Insurance Plan (Empire Plan Plus Enhancements) to replace Section 1, as well as any Health Maintenance Organizations (HMO's), as authorized by the Town, to those employees and/or eligible dependents who wish to participate and provide coverage as an alternative to the Empire Plan Plus Enhancements health insurance plan. In the event an HMO is elected by the employee, and the HMO's individual or dependent coverage exceeds the premium cost of the Empire Plan Plus Enhancements, the employee shall be responsible for the difference in the premium. The deduction shall be made through payroll.

**Section 3.** Retirees, who after retirement are employed and their employer provides, at no cost to the retiree, health insurance at least equal to the health insurance provided by the Town for the retiree and the retiree's eligible dependents, shall volunteer to withdraw from health insurance coverage provided by the Town through MEBCO for the period of such employment after retirement with said employer. Effective 1/1/06, the Town shall provide the New York State Health Insurance Plan (Empire Plan Plus Enhancements), as well as any Health Maintenance Organizations (HMO's), as authorized by the Town, to those retirees and/or eligible dependents who wish to participate and provide coverage as an alternative to the Empire Plan Plus Enhancements health insurance plan. In the event an HMO is elected by the retiree, and the HMO's individual or dependent coverage exceeds the premium cost of the Empire Plan Plus Enhancements, the retiree shall be responsible for the difference in the premium. Upon written notification by the retiree, the Town shall immediately act to reinstate fully paid health insurance for the retiree and the retiree's eligible dependents as provided by MEBCO at no cost to the retiree and his/her dependents. Effective 1/1/06, the Town shall provide the New York State Health Insurance Plan (Empire Plan Plus Enhancements), as well as any Health Maintenance Organizations (HMO's), as authorized by the Town, to those retirees and/or eligible dependents who wish to participate and provide coverage as an alternative to the Empire Plan Plus Enhancements health insurance plan. In the event an HMO is elected by the retiree, and the HMO's individual or dependent coverage exceeds the premium cost of the Empire Plan Plus Enhancements, the retiree shall be responsible for the difference in the premium.

## **ARTICLE 13**

### **DENTAL INSURANCE**

The Town agrees to fully pay for and maintain in full force and effect during the term of the Agreement, dental insurance for active members and their eligible dependents with coverage benefits equal to benefits as under PBA dental insurance provided by Connecticut General Life Insurance as of 12/89. Retired members will be offered the option to purchase the dental insurance coverage for the retiree and his/her dependents.

## ARTICLE 14

### WELFARE FUND

**Section 1.** The Town agrees to contribute to a PBA administered Welfare Fund for each active member, including the Chief of Police, to contribute towards the premium cost of life insurance and/or dental coverage, the following amounts:

<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$275.00	\$300.00	\$325.00	\$350.00

**Section 2.** The Town agrees to contribute to a PBA administered Welfare Fund, for each active member, for the sole purpose of contributing towards the premium cost of an optical plan, the following amounts:

<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$150.00	\$160.00	\$170.00	\$180.00

The Town shall pay the PBA in the month following the end of each calendar quarter, based on the number of unit members on the payroll during that period. The Town shall pro-rate the payments to the PBA for any unit member who enters or leaves service during any calendar month of each quarter. Optical plan benefits shall be made available to eligible dependents consistent with the current practice.

**Section 3.** The Town shall forward to the PBA Welfare Fund one twelfth (1/12) of the annual amount due by the tenth (10<sup>th</sup>) day of each month. In the event that there is an increase or decrease in Welfare Plan participants during the billing month, the Town's contribution shall be pro-rated by the number of days in that billing month.

**Section 4.** The Town, upon request to the PBA President, in writing, may request an accounting as to how the Town's contribution to the Welfare Fund is being disbursed. The cost of an audit of the Welfare Fund, if requested by the Town, shall be paid for by the Town.

## ARTICLE 15

### PBA RIGHTS

**Section 1.** The Town recognizes the right of the members of the PBA to designate four (4) representatives of the PBA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement. Such PBA representatives shall be permitted to appear at Public Hearings or Boards of Inquiry upon the request of the members of the PBA.

**Section 2.** The officers of the PBA shall have the right to visit the employer's facilities by appointment for the purposes of adjusting and administering the terms and conditions of the Agreement.

**Section 3.** The President, or one (1) person designated by the President of the PBA, shall have the right to attend the Police Conference of New York Convention, in pursuance of his/her obligation as officer of the PBA or delegate of the bargaining unit herein without loss of time.

**Section 4.** The President of the PBA, or his/her designated representative, shall be allowed reasonable time off without loss of pay when necessary to transact legitimate PBA business pertaining to the administration of the Agreement, subject, however, to prior notice to the Chief of Police.

**Section 5.** The PBA agrees to meet regularly with representatives of the Town on a monthly basis for the purpose of negotiating an Agreement to cover the period beginning January 1, 2009 and agrees that it shall put forth its best efforts to attempt to consummate an Agreement mutually satisfactory to it and to the Town before October 1, 2008. The Town representatives agree that they too shall put forth their best efforts to consummate an agreement with the PBA that will be mutually satisfactory to both parties covering the year or years beyond January 1, 2009.

## **ARTICLE 16**

### **LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee is herein established by the parties to provide the parties with an orderly procedure, outside the grievance procedure, to discuss matters of interest to the PBA and the Town and to seek a mutually agreeable resolution to those matters. Prior to a matter being referred to the Labor/Management Committee, the parties agree that the matter shall be presented to the Chief of Police, in writing, for consideration and possible resolution.

**Section 1.** The PBA President and Town Supervisor shall meet at the request of either party, with no more than two (2) other representatives, respectively, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designated representative or PBA President or designated representative at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

**Section 2.** The labor/management meeting shall be scheduled by mutual agreement. In the event the matter relates to a grievance, the parties may mutually agree to suspend and/or expand the time limit to file a grievance as set forth in Article 20 - Grievance Procedure.

**Section 3.** Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

## ARTICLE 17

### UNIFORM ISSUE, UNIFORM AND CLEANING ALLOWANCE AND CLOTHING ALLOWANCE

**Section 1.** The Town agrees to supply the full, complete, required uniform and appurtenances for each new member as required for the first year of his/her employment as determined by the Chief of Police.

**Section 2.** The Town shall provide a uniform and cleaning allowance as follows:

<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$800.00	\$825.00	\$850.00	\$875.00

A unit member out injured and/or ill on 207-c of the General Municipal Law may have the above amount pro-rated based on the unit member being out one-half (1/2) of the year, receives one-half (1/2) payment; over one-half (1/2) of the year, no payment.

**Section 3.** Non-uniformed personnel shall be provided a clothing and cleaning allowance, as follows:

<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$900.00	\$925.00	\$950.00	\$975.00

## ARTICLE 18

### MISCELLANEOUS PROVISIONS

**Section 1.** The Town shall save harmless each member from liability for negligence in the performance of his/her duties as required by the provisions of the New York State General Municipal Law.

**Section 2.** All other benefits currently being enjoyed by members, whether by statute, law, ordinance or resolution shall continue to be in effect, provided such benefit does not duplicate a similar benefit hereunder.

**Section 3.** Any unit member who is certified and maintains such certification by the New York State Emergency Medical Services Council, shall receive, in addition to the Base Wage in Article 4, Section 2, the following amounts:

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Certified First Responder - Defibrillator (CFR-D)	\$825.00	\$850.00	\$875.00	\$900.00
Emergency Medical Technician (EMT)	\$2,050.00	\$2,100.00	\$2,150.00	\$2,200.00

In the event a unit member fails to maintain such certification, the additional payment shall be stopped, effective the date the certification expires.

**Section 4.** The Town shall be responsible for the purchase of bulletproof vests at Town expense: make, model and style to be determined in cooperation with the PBA. This expense shall be in addition to the uniform allowance provided for in Article 17. It is further understood that the standard for purchase shall be a threat level no less than that of a 9MM. It is the intent of this section to insure that the shelf life of all vests is not exceeded and to provide the opportunity for maximum officer safety.

#### **Section 5. Seniority**

Except as provided for by law, an employee's seniority shall commence based on the date of hire with the Department, regardless of prior credited police service. All benefits, such as but not limited to, vacation selections, overtime opportunities and the like, shall commence on the first (1<sup>st</sup>) day of employment with the Department. Seniority shall apply to all requests, and full week requests shall have priority over individual day off requests. However, in the event an individual day off has been previously approved prior to the submission of a request for a full week, the individual day off request shall not be bumped.

### **ARTICLE 19**

#### **EDUCATIONAL ALLOWANCES**

**Section 1.** Members shall be entitled to an annual payment, in addition to the Base Wage in Article 4, Section 2, based on college credits earned in the curriculum of Police Science and/or Criminal Justice at an accredited college according to the following:

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
15 credits	\$100.00/yr	\$100.00/yr	\$100.00/yr	\$100.00/yr
30 credits	\$250.00/yr	\$250.00/yr	\$250.00/yr	\$250.00/yr
45 credits	\$400.00/yr	\$400.00/yr	\$400.00/yr	\$400.00/yr
Associate's Degree	\$625.00/yr	\$650.00/yr	\$675.00/yr	\$700.00/yr

**Section 2.** Any unit member who obtains a Bachelor's or Master's Degree, regardless of the major area of study, shall be entitled to an annual payment, in addition to the Base Wage in Article 4, Section 2, as follows:

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Bachelor's Degree	\$1,025.00	\$1,050.00	\$1,075.00	\$1,100.00
Master's Degree	\$1,525.00	\$1,550.00	\$1,575.00	\$1,600.00

These provisions shall be applicable to credits or degrees heretofore earned by members.

## ARTICLE 20

### GRIEVANCE PROCEDURE

**Section 1.** This procedure is established to seek an equitable resolution to problems that arise as a result of an employer-employee relationship. The intent of the Grievance Procedure shall be to settle employee and/or PBA grievances on as low an administrative level as possible so as to incur efficiency and maintain employee morale.

**Section 2.** A grievance for purposes of this procedure shall be considered to be an employee and/or PBA complaint concerned with the application and interpretation of the Articles and sections of this Agreement.

**Section 3.** Time extensions beyond those stipulated in this procedure may be by mutual agreement of the parties concerned or referral of the grievance to the Labor/Management Committee by the mutual agreement of the parties. A grievance shall be filed no later than ninety (90) calendar days after the PBA President and/or grievant knew or should have known of the violation.

#### **Section 4. Procedure**

Any aggrieved employee may use this Grievance Procedure with or without PBA assistance.

**Step 1** - Any employee shall, with or without a PBA or other representative, present his/her grievance to the Chief of Police in writing.

**Step 2** - The Chief of Police shall submit his/her decision in writing to the aggrieved employee and his/her representative, if represented, within ten (10) calendar days of the receipt of the grievance.

**Step 3** - If the aggrieved and his/her representative, if represented, are not satisfied with the decision of the Chief of Police, the grievance shall be submitted to the Town Supervisor. The Town Supervisor, in consultation with the Town Board, shall render a written decision within fifteen (15) calendar days after receipt of the grievance.

**Step 4** (a) If the grievance is not resolved, only the PBA shall be authorized to submit the matter to arbitration as set forth herein. The PBA and the Town shall attempt to mutually agree on a named arbitrator within ten (10) calendar days of receipt of the Town Supervisor's written decision. If the parties are unsuccessful in naming an arbitrator, the PBA shall have thirty (30) calendar days thereafter to file a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) for the selection of an arbitrator in accordance with their rules in effect at that time.

(b) The arbitrator shall have no authority to add to, enlarge upon, subtract from, or in any way modify the terms of the Agreement or make any recommendations thereto. The decision of the arbitrator shall be final and binding on all parties.

## **ARTICLE 21**

### **JURY DUTY**

In the event a unit member is noticed and required to appear for jury duty, and that unit member is scheduled to work any tour of duty on that day, he/she shall not be required to report for his/her regularly scheduled tour of duty, but shall report for jury duty as required. The unit member shall be released with pay and without charge to any other paid leave accrual. This provision shall apply solely to the day(s) when the unit member is regularly scheduled to work. The unit member shall provide a copy of the notice immediately upon receipt to the Chief of Police.

All fees paid to the unit member shall be endorsed over to the Town when released from work. However, any mileage, tolls and/or parking or meal reimbursements for appearing at jury duty shall be retained by the unit member.

## **ARTICLE 22**

### **OFF DUTY EMPLOYMENT**

All police officers who engage in off-duty employment shall advise the Chief of Police or his/her designee of the nature and hours and days of work, to the extent known, ten (10) calendar days prior to beginning such employment. The Chief of Police or his/her designee may waive the ten (10) calendar days notice.

## **ARTICLE 23**

### **PERSONNEL FILE**

An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, on five (5) calendar days notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Town's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file.



## ARTICLE 24

### BILL OF RIGHTS

**Section 1.** The following provisions, which shall be known as a Bill of Rights, are hereby established for the unit members covered by this collective bargaining agreement when interrogated by any individual of the Town in connection with an official investigation which may lead to any type of charges.

- A. Unit members hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the 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 Town and Chief of Police. In administering the Department, the law empowers the Town to appoint numerous superiors to exercise various powers to command over subordinates. In addition, they have promulgated various rules and procedures to guide members in the performance of their duties.
- D. The wide ranging powers and duties given to the Department and its unit members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of unit members. These questions often require immediate investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:
  - 1. The interrogation of a unit member shall preferably be held when the unit member is on duty, unless the exigencies of the investigation dictate otherwise. When practical, interrogations should be scheduled for the daytime and should not interfere with Department operations.
  - 2. The interrogation shall take place at a location designated by the investigating officer.
  - 3. The unit member shall be informed of the rank and name of the interrogating officer in charge of the investigation and all personnel present during the interrogation. If a unit member is directed to leave his/her post or assignment and report for interrogation to another post or

assignment, his/her superior shall be promptly notified of his/her whereabouts by the affected unit member.

4. The unit member shall be informed of the nature of the investigation before interrogation commences. If it is known that the unit member being interrogated is a witness only, he/she should be so informed at the initial contact.
5. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall be also provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
6. The complete interrogation of the unit member shall be recorded by audiocassette or by a stenographer, with a copy provided to the unit member within a reasonable time after the conclusion of the interrogation.
7. If at any time prior to or during the questioning of a unit member, the individual conducting the interview becomes or should be aware that the unit member being questioned may be or may become the subject of a criminal investigation, that unit member shall be provided with all his/her constitutional rights. Thereafter, the unit member shall not be required to provide a voluntary statement. However, if the unit member is then ordered by the Chief of Police or his designee to answer the question(s) put forth to him/her, the unit member shall answer and is entitled to immunity from criminal prosecution based upon the answer(s) or information derived from the answer(s) given by him/her during such questioning.
8. The aforementioned guidelines shall be observed by the Town in conducting investigations of alleged actions of any unit member who is the subject of a disciplinary matter.

## **ARTICLE 25**

### **GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**

#### **Section 1. Applicability**

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

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has

ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

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

**Section 2. Definitions**

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

**Section 3. Application for Benefits**

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

- (ii) a detailed statement of the particulars of the incident;
  - (iii) the nature and extent of the Claimant's injury or illness;
  - (iv) the Claimant's mailing address;
  - (v) the names of any potential witnesses; and
  - (vi) the name and address of all of the Claimant's treating physicians.
- (d) A copy of the Department line of duty incident report shall be attached to the application.

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

#### **Section 4. Authority and Duties of Claims Manager**

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

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

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

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

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

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

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

#### **Section 5. Time Off Pending Initial Determination**

1. Pending the initial determination of benefit eligibility, any time off taken by the 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. If the Claimant is granted Section 207-c benefits, the sick leave time used will not be applied to the Claimants use of sick leave.

#### **Section 6. Medical Examinations and Treatment**

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

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant/Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant/Recipient shall execute all necessary releases

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

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

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

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

## **Section 7. Light Duty Assignments**

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

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

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

## **Section 8. Changes in Condition of Recipient**

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

## **Section 9. Right of Perpetual Review and Examination**

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

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

## **Section 10. Termination of Benefits**

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

## **Section 11. Hearing Procedures**

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

- A. Joel Douglas
- B. Peter Prosper
- C. Dennis Campagna
- D. Howard Edelman

- (a) The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot

conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within sixty (60) calendar days, the Hearing Officer who has the first available date will be assigned.

- (b) The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the person(s) whose reports were reviewed by the Claims Manager shall be permitted.
- (c) After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager as long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.
- (d) The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.
- (e) The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Town Board, with a copy to the Claimant/Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The Town Board shall provide its written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the Town Board shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid by the Employer.

2. In the event there is a sole medical dispute between the employee's doctor and the Employer's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree to select a third (3<sup>rd</sup>) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to



agree upon a third (3<sup>rd</sup>) neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

#### **Section 12. Coordination with Worker's Compensation Benefits**

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

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

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

#### **Section 14. General**

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

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

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

### **ARTICLE 26**

#### **LEGISLATIVE AUTHORITY**

It is understood and agreed that any provision of this Agreement requiring legislative action to permit implementation by amendment of law, or by providing additional funds therefore, shall not become effective until approved by the appropriate legislative body.

## ARTICLE 27

### SAVING CLAUSE

Should any part hereof, or any provision herein contained, be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

## ARTICLE 28

### DURATION

This Agreement shall become effective January 1, 2005 and shall terminate at the close of business on December 31, 2008.

#### TOWN OF BEDFORD

By: Lee V. A. Roberts  
Lee V. A. Roberts, Supervisor

Date: March 1, 2006

#### POLICE BENEVOLENT ASSOCIATION OF THE TOWN OF BEDFORD, INC.

By: Larry Haynes  
Larry Haynes, President

Date: \_\_\_\_\_

## **APPENDIX “A”**

Basic MEBCO Plan Booklet  
(as of August 17, 1994)

## APPENDIX "B"

### **Benefit**

### **Alternate MEBCO**

Maximum Annual Deductible

\$265.00 Individual  
\$265.00 Spouse  
\$265.00 All Children

Maximum Annual Deductible  
Out-of-Pocket Cost

\$1,375.00 per year

Maximum PPO Copay

\$12.00 Service  
\$24.00 Max/Visit

Rx Drug

Mandatory Generic - \$12.00 copay

Mail Order Drug Plan

90 Day Supply - \$12.00 copay

Hospital Emergency Treatment

\$25.00 Maximum

### **In Patient Mental Health**

In Network

All Out-of-Network

Out-of-Network

120 days paid in full: additional days under  
Major Medical with a maximum of \$450/day

Proprietary Hospital  
(for profit i.e., Four Winds)

120 days, \$450/day

### **Out Patient Mental Health**

In Network

No charge if see PPO provider

Out-of-Network

Crisis intervention up to \$60/visit for 3 visits;  
no deductible or co-insurance

### **Other Out Patient Visits**

1 to 10 - \$48 paid  
11 to 30 - \$40 paid  
Over 30 - \$30 paid

**Benefit****Alternate MEBCO****In Patient Substance Abuse**

In Network

All Out-of-Network

Out-of-Network

Detox paid in full for 49 days at Acute Gen.  
Hospital; 3 stays/lifetime**Out-Patient Substance Abuse**

Network

All Out-of-Network

Out-of-Network

60 visits/year at approved facility:  
\$8 copay each**Routine Physical**

Network

\$12/\$24 Maximum copay

Out-of-Network

If 50 years old: \$100 for individual and  
\$50 for spouse annually**Durable Medical Equipment**

Through MEBCO Provider, no copay

**Major Medical Lifetime Maximum**

\$1,000,000 per person

The Lifetime Maximum of the Major Medical portion of Medical Expense Benefits is \$1,000,000.

If \$1,000 or more of such benefits has been paid under the Major Medical portion of this Plan, a member may reinstate his/her full \$1,000,000 Lifetime Maximum. This can be done by furnishing, at his/her own expense, evidence of good health acceptable to MEBCO. Reinstatement of maximum benefits may be requested, and the required evidence submitted, at any time prior to the employee's retirement.