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#### **Contract Database Metadata Elements**

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Highland Falls, Village Of And  
Highland Falls Pba (Ft Dispatchers)

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## AGREEMENT

between the

**VILLAGE OF HIGHLAND FALLS**

and the

**HIGHLAND FALLS PATROLMEN'S  
BENEVOLENT ASSOCIATION, INC.  
(Full-Time Dispatchers)**

**Effective: June 1, 1998 through May 31, 2001**

NYC PUBLIC EMPLOYMENT RELATIONS BOARD  
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hifallsdispatchagr

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Agreement made this        day of                                , 2000, by and  
between the **VILLAGE OF HIGHLAND FALLS**, Orange County, New York and the  
**HIGHLAND FALLS PATROLMEN'S BENEVOLENT ASSOCIATION, INC.**,  
representing all full-time police dispatchers.

## **Article I - Definitions**

A. For the purposes of this agreement, the following terms shall be deemed to have the meaning set forth as follows:

1. Village: shall mean the Village of Highland Falls, Orange County, New York, the Village Board of said Village or any designated representative thereof.

2. PBA: shall mean the dispatchers within the Highland Falls Patrolmen's Benevolent Association, Inc.

3. Dispatchers: shall mean any full-time Civil Service dispatcher of the police force of the Village of Highland Falls.

4. Tour of Duty: shall mean five (5) consecutive calendar days on, followed by two (2) consecutive calendar days off on the same shift, except as set forth in the Agreement.

5. Overtime: shall be defined as any time spent in Village business by a member in excess of eight (8) consecutive hours per day.

## **Article II - Statement of Policy**

A. It is the policy of the Village of Highland Falls to continue harmonious and cooperative relationships with its police dispatchers and to insure orderly and uninterrupted operation of government. This policy is effectuated by the provisions of the Public Employee Fair Employment Act granting police dispatchers the rights of organizational representation concerning the determination of the terms and conditions of employment.

## **Article III - Recognition of PBA**

A. The Village, pursuant to the Civil Service Law and in accordance with the provisions of the General Municipal Law of the State of New York, hereby recognizes the PBA as the representative for collective negotiations with respect to salaries, wages, hours and other conditions of employment for all dispatchers of the Village of Highland Falls.

B. The PBA shall have access to said dispatchers and shall be able to meet with them at any time so long as work schedules are not affected.

C. Dues Deductions: Upon the written authorization of the dispatcher concerned and unless he/she subsequently revokes such written authorization, the Village shall deduct PBA membership dues from the dispatcher's BI-weekly pay in the amount specified in the written authorization. The amounts so deducted shall be forwarded to the PBA after each payroll period, payable to the PBA.

#### Article IV - Rights of Employer

A. It is understood and agreed that the Village retains all of the authority, rights and responsibilities possessed by the Village over the dispatchers under applicable laws and regulations of the State of New York and subsequent amendatory legislation and the Rules and Regulations of the Village of Highland Falls Police Department as adopted by the Village.

B. The PBA shall not engage in a strike, sit-in, slowdown, massive sick call, nor cause, instigate, encourage or condone same. The PBA shall exert its best efforts to prevent and terminate any strike, sit-in, slowdown, or massive sick call.

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

D. The above rights are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the Village or Employer. Any and all rights, powers, and authority the Village had prior to entering this agreement are retained, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

#### Article V – Salaries and Longevity

A. BASE WAGE: A dispatcher shall be paid a Base Wage as set forth below:

<u>Step</u>	<u>Year of Service</u>	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/2000</u>
1	Starting	\$20,530	\$21,362	\$22,214
		\$9.87/hr	\$10.27/hr	\$10.68/hr
2	After 1 Year	\$21,549	\$22,422	\$23,317
		\$10.36/hr	\$10.78/hr	\$11.21/hr
3	After 2 Years	\$22,630	\$23,546	\$24,482
		\$10.88/hr	\$11.32/hr	\$11.77/hr
4	After 3 Years	\$23,754	\$24,731	\$25,709
		\$11.42/hr	\$11.89/hr	\$12.36/hr
5	After 4 Years	\$24,939	\$25,979	\$26,998
		\$11.99/hr	\$12.49/hr	\$12.98/hr
6	After 5 Years	\$26,187	\$27,290	\$28,350
		\$12.59/hr	\$13.12/hr	\$13.63/hr

Each Step after Step 1 shall be 5% above the preceding Step.

The dispatcher supervisor shall be paid more than their Step pay set forth above as follows:

<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/00</u>
\$1.00/hr.	\$1.50/hr.	\$1.50/hr.

Members of the unit shall advance to the next step of the pay scale on June 1<sup>st</sup> of each year.

**B. LONGEVITY:**

In addition to the annual Base Wage set forth in Section A of this Article, dispatchers and dispatcher supervisors shall receive additional pay according to the police dispatcher's length of service according to the following schedule which amount is payable December 1 of the given year:

<u>Step</u>	<u>Year of Service</u>	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/2000</u>
6	After 5 Years	\$ 550	\$ 600	\$ 650
7	After 10 Years	\$ 800	\$ 850	\$ 900
8	After 15 Years	\$1,050	\$1,100	\$1,150
9	After 18 Years and Above	\$1,300	\$1,350	\$1,400

**C. OVERTIME PAY:**

For each hour, or part thereof, in excess of eight (8) hours worked during any calendar day, a dispatcher shall be paid one and one-half (1 1/2) times said dispatcher's hourly salary, which includes dispatcher's longevity entitlement. A dispatcher may, at his or her election, take overtime in compensatory time, based on one and one-half (1 1/2) times, to an accumulation of 24 hours. Such compensation time to be taken only upon dispatcher's request and approval of Chief of Police. All unused compensatory time is to accumulate and be paid to the dispatcher upon retirement.

**Article VI - Hours of Work, Work Day, Work Week and Work Schedule**

**A. Workday and Workweek:**

The work day for dispatchers shall be eight (8) hours within the scheduled tour of duty as set forth in this Article. The scheduled work week shall not exceed forty (40) hours.

**B. There shall be three (3) tours of duty as set forth herein. They shall be as follows:**

- "A" line - 11:00 p.m. to 7:00 a.m.
- "B" line - 7:00 a.m. to 3:00 p.m.
- "C" line - 3:00 p.m. to 11:00 p.m.

C. The "A", "B" and "C" lines as set forth above shall be permanent tours of duty. All tours of duty shall be on an annual bidding, which will take place between November 1st and December 1st, effective January 1st of the new year. All dispatchers shall have the right to bid by seniority, based on the staffing allocation as determined by the Chief of Police. The designated dispatcher supervisor, regardless of seniority, shall be assigned the "B" line as set forth above. In the event there are insufficient volunteers from the dispatchers, the Chief of Police shall be permitted to assign dispatchers to each line based on the inverse order of seniority, starting with the "A" line, then the "C" line, then the "B" line. The Village shall use its best efforts to fill the forth (4<sup>th</sup>) dispatcher position.

D. A dispatcher shall work the same shift on each day of each dispatcher's tour of duty, except the forth (4<sup>th</sup>) dispatcher as set forth herein. Any time worked outside in excess of eight (8) hours during one (1) calendar day is subject to overtime pay as herein elsewhere provided. The tours of duty shall not be split, except in emergencies, and that the forth (4<sup>th</sup>) dispatcher's tour of duty may be split so long as they receive a minimum of sixteen (16) hours off between reporting time and receive two (2) consecutive calendar days off.

E. A dispatcher must be given five (5) days notice if attendance is required for any type of on-the-job training on such dispatcher's day off. No dispatcher shall have vacation interrupted due to on-the-job training without prior approval of the dispatcher, except in an emergency situation.

#### **Article VII - Extra Duty**

A. A dispatcher required to work extra duty time, which is contiguous, either prior to or subsequent to a scheduled shift, shall be paid for such time, as herein designated overtime.

B. Extra duty time worked on a calendar day on which the dispatcher is scheduled to work a shift which is not contiguous with that shift, shall be compensated based on a minimum of two (2) hours, or the amount of time actually worked, whichever is more.

C. A dispatcher who works any extra time on a calendar day, not part of his or her tour of duty and not contiguous with a tour of duty, shall be credited with a minimum of two (2) hours worked or the actual time worked, whichever is more.

D. All overtime pay is to be paid to the dispatcher at the end of the pay period that said overtime is earned.



### Article VIII - Uniforms and Equipment

A. Uniforms and equipment will be provided by the Village in accordance with the following list:

Four (4) service shirts, two (2) short sleeve, two (2) long sleeve, two (2) service pants, and insignias. Replacements of uniforms for normal wear and tear and for damage sustained while performing in the line of duty, shall also be provided for by the Village. The Village shall pay to each dispatcher one (1) payment every six (6) months (on June 1<sup>st</sup> and December 1<sup>st</sup>) per year for service and cleaning of uniforms (Duty Apparel Fund) as follows:

	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/00</u>
	\$150.00	\$200.00	\$212.50
	<u>12/1/98</u>	<u>12/1/99</u>	<u>12/1/00</u>
	\$150.00	\$200.00	\$212.50
Total:	<u>\$300.00</u>	<u>\$400.00</u>	<u>\$425.00</u>

Any new dispatcher shall receive a pro-rated amount at the time of payment based on date of employment.

B. Any corrective lenses that are damaged or destroyed in the performance of duty shall be repaired at the expense of the Village.

### Article IX - Insurance and Retirement

A. The Village shall provide, at no cost to the dispatcher, group health and disability insurance for each dispatcher and their eligible dependents through the New York State Health Insurance Plan. Dispatchers who retire and their eligible dependents shall receive the health and disability insurance provided for the members of the bargaining unit, provided, however, such retired dispatcher is not entitled to such insurance coverage under another plan or through another employer. The Village may change health insurance coverage to a comparable plan, provided, however, that the Association is given ninety (90) days notice prior to the effective date of such new coverage.

B. In the case of his death, a full-time dispatcher's estate or beneficiary, as the case may be, shall be compensated in cash for unused accumulated vacation time.

C. The Village shall pay the cost in full, of a Retirement Plan for all dispatchers. Such retirement plan shall be the New York State Retirement System.

## **Article X - Personal Leave and Bereavement Leave**

A. Each dispatcher shall be entitled to three (3) days per year for personal leave. Any unused days may be added to accumulated sick leave. June 1 of each year shall be the commencement date of the yearly period for purposes of personal leave. Any new dispatcher shall receive personal leave day(s) on a pro-rated basis based on date of employment. All personal leave must be approved by the Chief of Police.

B. In addition to the above, where a member of a dispatcher's immediate family (herein defined as either spouse, child, parent, spouse's parent, grandparent, brother and sister) has died, said dispatcher shall receive off with full pay, those days the dispatcher would have been scheduled to work between the date of death through and including the date of burial, not to exceed three (3) work days. The Chief of Police may extend bereavement leave.

## **Article XI - Sick Leave**

A. Each dispatcher shall be allowed twelve (12) days per year, full paid sick leave.

B. These sick days may be accumulated up to but not exceeding one hundred eighty (180) days.

## **Article XII - Paid Holidays**

A. The following days are considered holidays for purposes of this Article:

January 1	New Year's Day
	Martin Luther King Jr.'s Birthday
February 12	Lincoln's Birthday
February 22	Washington's Birthday
	Easter Sunday
	Memorial Day
July 4	Independence Day
	Labor Day
	Columbus Day
	Veteran's Day
	Thanksgiving
December 25	Christmas

B. When a dispatcher is scheduled to work on a listed holiday and works the day, he/she shall be paid at the rate of one and one-half (1 1/2) times his or her normal rate of pay. The dispatcher shall also be given another day off at his request with the approval of the Chief of Police. If a dispatcher is not working on a listed holiday, he or she shall be allowed another day off at his/her request, with approval of the Chief of Police.

C. Dispatchers shall be entitled to accumulate and carryover up to forty-five (45) days of holiday accumulation year-to-year. The payment of said days, pursuant to this Article and Section, shall be at the straight time rate of pay in effect at the time of separation.

### **Article XIII - Vacation**

A. Dispatchers shall receive paid vacation time according to the following schedule:

- |     |  |   |                      |
|-----|--|---|----------------------|
| (1) | From start of second year to completion of third year      | - | 10 working days/year |
| (2) | From start of fourth year to completion of seventh year    | - | 15 working days/year |
| (3) | From start of eighth year to completion of fourteenth year | - | 20 working days/year |
| (4) | From start of fifteenth year to separation                 | - | 25 working days/year |

B. Vacation schedule shall be determined by the Chief of Police according to seniority.

C. For the purposes of entitlement upon separation, vacation shall be earned at the rate set forth in Section A of this Article.

D. Dispatchers shall be entitled to accumulate up to forty-five (45) days vacation accumulation year-to-year. The payment of said days, pursuant to this Article and Section, shall be at the straight time rate of pay in effect at the time of separation.

### **Article XIV - Grievance Procedure**

In order to establish a more harmonious and cooperative relationship between the Village and its dispatchers, which will enhance the police protection program of the Village of Highland Falls, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences promptly and fairly, as they arise and to assure equitable and proper treatment of dispatchers pursuant to established rules, regulations and policies of the Village. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

## I. Informal Stage

A. The grievance shall be orally presented to the immediate supervisor who shall orally and informally discuss the grievance with the aggrieved. The time to file a grievance is sixty (60) calendar days. The immediate supervisor shall render a determination to the aggrieved within five (5) days after the grievance has been presented. If such grievance is not resolved to the satisfaction of the aggrieved at this stage, it may proceed to the formal stage.

B. A grievance is a dispute or difference of opinion concerning the meaning, interpretation or application of the express provisions of this agreement.

## II. Formal Stage

A. Within five (5) days after a determination has been made at the informal stage, the aggrieved may make a written request to the Village Chief of Police with a copy to the immediate supervisor for review and determination. If the Village Chief of Police designates a person to act on his or her behalf, he or she shall also delegate full authority to render a determination on his or her behalf.

B. The Village Chief of Police or his or her delegate shall render his or her determination within fifteen (15) days after the written statement has been presented to him or her.

## III. Board Stage

A. The aggrieved shall, within five (5) days of the final determination of the Village Chief of Police or his or her delegate, make a written request to the Village Board with a copy to the Village Chief of Police for review and determination. All written statements and records of the case shall be submitted to the Village Board. The Mayor, with the Village Board's approval, shall provide a written determination not later than thirty (30) calendar days after receipt of the grievance.

## IV. Arbitration Stage

A. After such hearing, if the dispatcher(s) and/or the PBA is not satisfied with the decision at the Board Stage and the PBA determines the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Village Board within fifteen (15) days of the decision at the Board Stage.

B. Within five (5) days after written notice of submission to arbitration, either party may submit the grievance to the American Arbitration Association for the selection of a mutual arbitrator under the rules of the American Arbitration Association. The parties will then be bound by the rules of the American Arbitration Association in selection of an arbitrator.

C. The selected arbitrator will hear the matter promptly and will issue a decision no later than thirty (30) calendar days from the date of the close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted.

D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of any term of this agreement. The arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement or vary any provision of this agreement.

E. The arbitrator's award will final and binding on the parties.

F. The cost of administration of this section, including all fee expenses, shall be borne equally by the parties.

Basic Principles:

I. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.

II. A dispatcher and/or the PBA President or Vice-President shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

III. All dispatchers shall have the right to be represented at any stage of the procedure by the PBA and/or its counsel, or by a representative of the dispatcher's own choosing.

IV. Each dispatcher who is a participant in the grievance procedure, either as an aggrieved party or as a representative of the PBA, shall be allowed such time off from regular duties as may be necessary to attend hearings for the processing of a grievance under these procedures without loss of pay or vacation or their time credits.

V. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

VI. All hearings shall be confidential.

VII. It shall be the responsibility of the Village Board to give force and effect to these procedures. At each stage, it shall be the responsibility of the person to whom the grievance is submitted for determination to consider promptly each grievance presented and to make a determination within the authority delegated, within the time specified in these procedures.

VIII. The function of these procedures is to assure equitable and proper treatment under existing contract, laws, rules, regulations and policies which relate to or effect the person in the performance of assignment.

## **Article XV - Disciplinary Procedure**

### **Command Discipline - Informal Stage**

In the event the Village determines that a formal procedure is not required due to the relatively minor infraction(s) of the police departments adopted Rules and Regulations, the affected dispatcher(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. a written reprimand to be placed in the dispatcher's personnel file, which shall not exceed nine (9) months; and/or
2. a reduction in paid leave (personal leave, vacation or compensatory time off) for the dispatcher which shall not exceed five (5) days.

### **Procedure Rights - Formal Stage**

In the event the Village determines that a formal procedure is required, the disciplinary procedure prescribed herein, shall be available to all dispatchers as an alternative to Section 75 and 76 of the Civil Service Law, only in the event of suspension without pay of over thirty (30) calendar days, demotion and/or termination. A dispatcher shall have the right to choose either Section 75 and 76 of the Civil Service Law or arbitration as described herein but not both procedures to contest such disciplinary action. Except as provided in Command Discipline, disciplinary action which may result in any other penalty except as set forth above shall be governed by Section 75 and 76 of the Civil Service Law.

### **Notice of Discipline - Formal Stage**

In the event the Village sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of charge(s) shall be made in writing and served upon the dispatcher. The disciplinary measure shall be imposed only for incompetence or misconduct. The Charge(s) and Specification(s) that warrant disciplinary action and the proposed sanction(s) shall be contained in the notice of discipline.

The PBA shall be provided a copy of the notice of discipline as soon as practical after serving the dispatcher(s).

### **Procedure Selection - Formal Stage**

In the event the dispatcher does object, then he/she shall file a written notice of their choice of procedure, subject to the provisions stated above, with the Village and PBA no later than eight (8) calendar days after receiving the notice of discipline.

The alternative disciplinary procedure to Section 75 and 76 provides for a hearing by an independent arbitrator.

The dispatcher has the right to be represented by the PBA, an attorney, or other representative of their choice, at every stage of the proceeding.

### **Suspension**

No dispatcher who has been served with a notice of discipline shall be suspended without pay for a period in excess of thirty (30) calendar days.

### **Arbitrating a Notice of Discipline**

A dispatcher eligible to arbitrate a notice of discipline shall do so pursuant to Step IV of Article XIV - Grievance Procedure by filing a notice with the Mayor no later than eight (8) calendar days after receipt of the Notice of Discipline.

The independent arbitrator shall be selected in accordance with the procedures set forth in Article XIV - Grievance Procedure.

The independent arbitrator shall hold a hearing at a mutually agreed upon date(s) and time(s) to all parties' representatives. The affected dispatcher may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

### **Settlement**

The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

### **Fees and Expenses**

All fees and expenses of the arbitrator, if any, shall be paid by the Village. In the event demotion or termination is sought by the Village, the hearing shall have a transcribed record provided at no cost to the dispatcher or PBA.

### **Article XVI - Leave of Absence**

- A. The matter of leave of absence is and shall remain the sole right of the Board of Trustees for whatever action they deem necessary and appropriate.
- B. Such leave of absence shall be granted for good and sufficient cause, which cause shall be determined by the Board of Trustees of the Village of Highland Falls, after presentation by the affected dispatcher to said Board of all facts relating to the request for said leave of absence.

### **Article XVII - Personnel Files**

- A. Dispatchers shall have the right to review their personnel files subject to the following procedure:
  - 1. A dispatcher shall have an opportunity to review his/her personnel file maintained at his/her place of employment, in the presence of his/her appointing authority or his/her designee upon five (5) days notice and to place in such file a written response of reasonable length to anything contained therein which such dispatcher deems to be adverse. Notwithstanding any of the above, pre-employment material shall be privileged and shall not be made available to such dispatcher.

### **Article XVIII - Jury Duty Leave**

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

In the event the dispatcher is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required, and be paid, without charge to any other paid leave accrual.

All fees paid to the dispatcher shall be endorsed over to the Village when released from work. In the event the dispatcher is scheduled off that day, the dispatcher shall retain the fees. However, any mileage, tolls and/or parking reimbursements for appearing at Jury Duty shall be retained by the dispatcher.



### **Article XIX - General Provisions**

There shall be a Sign-In/Sign-Out sheet for each tour of duty.

### **Article XX - Labor Management Committee**

Authorized spokespersons for the Village and PBA, not to exceed three (3) members each, shall meet at the request of either party regarding such matters, but not limited to, safety and health, 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 Village Mayor or designee, or PBA President or designee, at their respective addresses, and shall contain a statement of the specific matter(s) to be addressed.

The labor/management meeting shall be scheduled at a mutually agreed date and time. In the event the matter(s) allege a grievance, the parties may agree to extend the time limits to file a grievance, in order to attempt to resolve the subject matter(s) as stated in the written request.

### **Article XXI - Random Drug Testing Procedure**

See Appendix "A" attached hereto and made a part of this Agreement.

### **Article XXII - Severability**

A. In the event that any article, section or portion of this agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect.

### **Article XXIII - Legislative Action for Approval**

A. IT IS AGREED BY BOTH PARTIES THAT ANY ARTICLE, SECTION OR PORTION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THAT ADDITIONAL FUNDS THEREFORE BE MADE AVAILABLE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL. THE PROVISIONS OF SAID ARTICLE, SECTION OR PORTION SHALL BE RETROACTIVE TO THE DATE OF THIS AGREEMENT UPON APPROVAL BY THE APPROPRIATE BODY.

**Article XXIV - Duration of Agreement**

A. This agreement shall become effective as of June 1, 1998 and shall terminate at the close of business on May 31, 2001.

**Article XXV - Re-Negotiation**


A. The parties agree that they will enter into discussion in an attempt to arrive at a new contract on or before March 1, 2001.

**Article XXVI - Conclusion of Agreement**

A. The parties agree that if no new contract agreement has been reached by midnight, May 31, 2001, then the terms of this contractual agreement shall remain in effect and shall bind the parties until such time as there is a new contract between the parties.

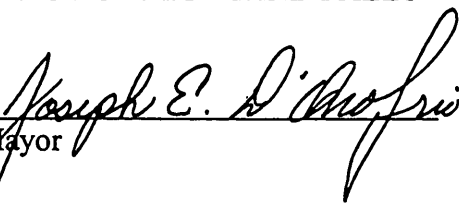
B. This agreement is the entire agreement between the Village and the PBA and terminates all prior agreements and concludes all negotiations during its term. During the term of this agreement, neither party will unilaterally seek to change or modify the terms and conditions of this agreement through legislative or administrative action, or by any other means. Both parties agree to jointly support any legislation or administrative action necessary to implement the terms of this agreement. The parties acknowledge that they have fully negotiated with respect to the terms of this agreement and to the conditions of employment and have settled them for the term of this agreement in accordance with the provisions thereof.

HIGHLAND FALLS PATROLMEN'S  
BENEVOLENT ASSOCIATION, INC.

By   
President

Date APRIL 11, 2000

VILLAGE OF HIGHLAND FALLS

By   
Mayor

Date April 11, 2000