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Title: **Greenwood Lake, Village of and Greenwood Lake Police Benevolent Association (2003)**

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Union: **Greenwood Lake Police Benevolent Association**

Local:

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6/1/03 - 5/31/06

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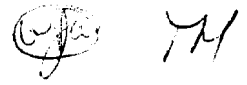
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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

8

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

ARTICLE 1

RECOGNITION

The Village of Greenwood Lake, Inc. (Employer) pursuant to Section 204 of Article 14 of the Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes the Village of Greenwood Lake Police Benevolent Association (PBA) as the sole and exclusive representative for collective negotiations with respect to salaries, benefits, work schedule and other terms and conditions of employment for all full time police officers of Employer, with the exception of the Chief of Police and part time employees.

ARTICLE 2

UNCHALLENGED REPRESENTATION

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

ARTICLE 3

COLLECTION OF DUES

3.1 Upon written authorization of the employee and unless the employee subsequently rescinds such written authorization, the Employer shall deduct membership dues from the employee's payroll check in the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the PBA within five (5) calendar days of the deduction.

Agency Shop Fee

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3c

3.2 The Employer agrees, in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the salary of an employee who is not a member of the PBA, but who is represented by the PBA for the purposes of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the PBA, provided the PBA establishes and maintains a procedure providing for the refund to any employee demanding the return of any

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part of such Agency Shop Fee, deductions which represent the employee's pro-rata share of the expenditures by the PBA in the aid of activities or causes only incidentally related to terms and conditions of employment.

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

Deductions

3.4 Upon written authorization of the employee and unless the employee subsequently rescinds such written authorization, the Employer agrees to permit deductions from the employee's salary for:

- a. Insurance premiums for home, automobile, accident and life insurance coverage sponsored by the PBA;
- b. Individual retirement accounts;
- c. Tax sheltered annuities;
- d. Deferred compensation plans;
- e. Credit Unions (not more than 2).

However, it is agreed and understood, the number of vendors which are permitted to participate in sub-sections b, c and d above shall be at the sole discretion of the Employer. It is agreed and understood by and between the parties that the Employer shall be required to provide not more than three (3) deductions only of the list above, to be mutually agreed upon by the parties, based on the Employer's system capacity.

It is further agreed and understood that notwithstanding anything else to the contrary, such deductions must comply with the appropriate law and must function within the greatest capacity of the system, and must not require purchase of new equipment.

It is further agreed and understood that the PBA shall indemnify and hold the Employer harmless for any claims arising from an act of omission or commission on the part of the Employer.

ARTICLE 4

EMPLOYEE ORGANIZATION RIGHTS

4.1 The Employer shall not meet or negotiate with any employee, or any representative other than the PBA or its representative, regarding terms and conditions of employment.

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4.2 PBA representatives shall have access to police employees to explain PBA membership services and programs and to administer the terms of the Agreement and grievances arising thereunder, upon arrangement with the Chief of Police. Any such arrangements shall insure that such access shall not interfere with work duties or work performance.

ARTICLE 5

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of the Agreement, all the authority, rights and responsibilities possessed by the Employer, under the provisions of Article 7, Section 188, a, e, f and g of the Village Law and subsequent amendatory legislation and the Rules and Regulations of the Greenwood Lake Police Department as adopted by resolution by the Board and Department on March 2, 1992 and has been working under same since then, are retained by it, so long as the rights herein do not violate this Agreement or any other terms and conditions of employment.

ARTICLE 6

NO STRIKES

6.1 The PBA and the employees of the Greenwood Lake Police Department shall not engage in any strike, sit-in, or massive sick call: nor cause, instigate, call for, encourage or condone the same.

6.2 The PBA shall exert its best efforts to prevent and terminate any strike, sit-in or massive sick call.

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

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ARTICLE 7

BASE WAGE, LONGEVITY AND SHIFT DIFFERENTIAL

7.1 Effective June 1, 2003 the Base Wage schedule shall be as follows:

<u>Years of Service</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
<u>Police Officers</u>			
Starting	\$37,751* \$18.15/hr **	\$37,751 \$18.15/hr	\$37,751 \$18.15
After 1 Year	\$42,104 \$20.24/hr	\$44,209 \$21.25/hr	\$46,419 \$22.32/hr
After 2 Years	\$44,486 \$21.39/hr	\$46,710 \$22.46/hr	\$49,046 \$23.58/hr
After 3 Years	\$47,277 \$22.73/hr	\$49,641 \$23.87/hr	\$52,123 \$25.06/hr
After 4 Years	\$49,026 \$23.57/hr	\$51,477 \$24.75/hr	\$54,051 \$25.99/hr
After 5 Years	\$50,785 \$24.42/hr	\$53,324 \$25.64/hr	\$55,990 \$26.92/hr
<u>Detective(s) ***</u>			
Years 1 through 4	\$53,832 \$25.87/hr	\$56,523 \$27.18/hr	\$59,349 \$28.53/hr
Years 5 and Above	\$54,848 \$26.37/hr	\$57,590 \$27.69/hr	\$60,469 \$29.07/hr
<u>Senior Detective ****</u>			
	\$55,864 \$26.86/hr	\$58,656 \$28.20/hr	\$61,589 \$29.61/hr
<u>Sergeant(s) *****</u>			
Years 1 through 4	\$55,864 \$26.86/hr	\$58,656 \$28.20/hr	\$61,589 \$26.61/hr
Years 5 and Above	\$57,133 \$27.47/hr	\$59,990 \$28.84/hr	\$62,989 \$30.28/hr

* Annual equivalents are for information only.
 ** The official rate of pay is the hourly rate.

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*** Detective(s) shall receive a differential over and above the "After 5 Years" Base Wage as follows:

Years 1 through 4 = 6.0%

Years 5 and Above = 8.0%

**** Senior Detective(s) shall receive a 10% differential over and above the "After 5 Years" Base Wage.

***** Sergeant(s) shall receive a differential over and above the "After 5 Years" Base Wage as follows:

Years 1 through 4 = 10.0%

Years 5 and Above = 12.5%

Longevity

All employees shall receive longevity in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
Starting 6 th through 8 th Year	\$ 830.00
Starting 9 th through 11 th Year	\$1,040.00
Starting 12 th through 14 th Year	\$1,400.00
Starting 15 th through 17 th Year	\$1,750.00
Starting 18 th through 20 th Year	\$2,000.00
Starting 21 st Year and Above	\$2,375.00

7.2 An appointment to the position of police officer shall be at the starting Base Wage as set forth in Section 7.1 herein.

All employees shall receive their Base Wage increments and/or longevity payments on their respective anniversary dates (date of hire with the Employer as a police officer). For the purpose of crediting continuous service for the purpose of receiving longevity, the following shall apply:

Voluntary Termination - In the event an employee is re-employed by the Employer within six (6) months of his/her termination date as an employee, credit shall be given for both prior and subsequent years to the termination date; however, no credit shall be provided for any of the period the employee was not covered by this Agreement.

Involuntary Termination - In the event an employee is re-employed by the Employer, other than as set forth above under the Voluntary Termination section, all prior years of employment with the Employer by the employee as covered by this Agreement shall be credited; however, no credit shall be provided for any period the employee was not covered by this Agreement.

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Shift Differential

7.3 An employee who works between the hours of 4:00 p.m. and 12:00 midnight shall receive five percent (5%) above his/her hourly rate of pay.

An employee who works between the hours of 12:00 midnight and 8:00 a.m. shall receive ten percent (10%) above his/her hourly rate of pay.

All paid leave, such as, but not limited to, vacation, personal, etc., shall constitute time worked and all employees shall be paid the respective shift differential. Sick time will be paid at the regular rate, with no differential allowance.

Additionally, in the event an employee is injured in the line of duty, pursuant to Section 207-c of the General Municipal Law, that affected employee shall receive his/her respective shift differential when his/her work schedule would have had the employee on that tour of duty.

ARTICLE 8

INSURANCE

8.1 The Employer shall pay all premiums on the present health insurance plan, including major medical coverage, for all employees hired prior to June 1, 1995, and their eligible dependent(s). All employees hired on or after June 1, 1995 will be obligated to pay a fifteen percent (15%) co-payment of the current medical insurance premium, said payment to be deducted monthly. That employee's co-payment shall be reduced to ten percent (10%) starting his/her eleventh (11th) year as set forth below. The Employer will pay all present and future health insurance plan premiums for any employee, and his/her eligible dependent(s), who retires after ten (10) years of service in the Village of Greenwood Lake Police Department. The aforementioned provisions shall be provided for the employee through a carrier of the Employer's selection. Health insurance plan premiums for any employee of the Village of Greenwood Lake Police Department, and his/her eligible dependent(s), who retires after ten (10) years of service with a service connected disability will be paid by the Employer, providing said disabled employee does not become re-employed or self-employed. When this disabled employee becomes re-employed or self-employed, all such health insurance plan premiums shall cease to be paid by the Employer.

Effective June 1, 2003, all employees hired on or after June 1, 2003 shall pay the following towards the health insurance premium:

Starting through 5 th year	20% of the premium
Starting 6 th year through 10 th year	15% of the premium
Starting 11 th year and above	10% of the premium

8.2 The Employer, if it desires, may change the present health insurance plan and enter the New York State Insurance Plan for the individual employee and dependents for coverage under a Core Plus Medical and Psychiatric Enhancements Plan as described in the New York State Insurance Plan on or after September 1, 1993.

8.3 The Employer shall provide an individual term life insurance policy for each employee, for payment upon death of the employee, to the beneficiary, in the amount of twenty-five thousand dollars (\$25,000.00). The carrier shall be determined solely by the Employer.

8.4 An employee may opt to decline and waive health insurance coverage provided by the Employer, only when the employee has other health insurance and in accordance with the terms as set forth in Appendix "A", attached hereto and made part of this Agreement. An employee who declines and waives health insurance coverage, as provided in Appendix "A", shall receive fifty percent (50%) of the annual premium, to be paid in equal quarterly installments.

The affected employee, in the event he/she wishes to resume health insurance coverage by the Employer, as set forth in section 8.1 herein, and pursuant to Appendix A", shall be entitled to individual or dependent coverage and shall not be subject to any premium costs, unless hired on or after June 1, 1995, as set forth in section 8.1 herein.

ARTICLE 9

RETIREMENT

The Employer agrees to continue to provide, at no cost to the employee, membership in the New York State and Local Police and Fire Retirement System pursuant to Section 384-d of the Retirement and Social Security Law, for a twenty (20) year retirement plan. The Employer agrees to provide for additional coverage as provided for under the New York State Retirement System as covered under Section 360b of the Retirement and Social Security Law.

ARTICLE 10

BEREAVEMENT AND PERSONAL LEAVE

Bereavement Leave

10.1 Each employee shall be entitled to three (3) bereavement leave days, per occurrence, upon the death of his/her spouse, son, daughter, father, mother, brother, sister, stepmother, stepfather, stepson, stepdaughter or grandparents. This shall also apply to members of employee's spouse's family.

Personal Leave

10.2 Three (3) days of personal leave will be granted. Twenty-four (24) hours notice must be given to the Chief of Police. This leave will be granted by the Chief of Police if no overtime is needed to replace the employee on leave. If two (2) of the three (3) personal days have not been used, employees will be paid for the unused time on the last payroll of the fiscal year. Personal leave cannot be added to vacation time, holidays or sick leave.

10.3 Personal leave may be drawn only upon written request, whenever possible, with the approval of the Chief of Police; provided, however, that personal leave allowed for religious observances shall be granted on the days or hours requested. The Chief of Police shall respond to any written request within twenty-four (24) hours of the submission.

10.4 Personal leave may be used in one (1) hour units or any multiple thereof.

ARTICLE 11

HOLIDAYS

11.1 Employees shall be granted twelve (12) un-named paid holidays per annum. Special holidays declared by the President and/or Governor and Mayor as applicable to Village employees shall also be applicable to the employees covered in this Agreement. Twelve (12) days at eight (8) hours per day total ninety-six (96) hours. Holidays are to be used as accrued through the fiscal year.

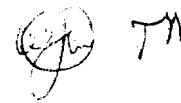
11.2 In addition to twelve (12) un-named holidays per annum, there are five (5) declared "Super Holidays" (New Year's Day, Easter Sunday, Memorial Day, Thanksgiving Day and Christmas Day). An employee who works on any of the Super Holidays set forth herein shall be paid time and one-half (1.5X) overtime rate of pay in addition to his/her regular rate of pay for all hours worked.

11.3 In the event an employee is called in to work on a named Super Holiday, that employee shall be entitled to three (3) hours minimum pay and paid as set forth above.

ARTICLE 12

VACATION

12.1 An annual vacation with pay shall be granted to each employee as herein provided. All employees shall be required to submit their vacation requests no later than May 1st of each year for the following year, effective June 1st, to the Chief of Police. The Chief of Police shall inform all employees who have submitted their requests in a timely manner, of their approval or



disapproval no later than May 15th of each year. Any employee who has been disapproved, as set forth below, may re-submit his/her vacation requests(s) to the Chief of Police for approval.

All requests submitted shall be for a minimum of one-week vacation and shall be approved on the basis of seniority within each employee's work title.

All requests submitted after May 1st, and not previously disapproved by the Chief of Police as set forth above, shall be granted on a first come, first serve basis. In the event more than one (1) request is submitted for the same period of time, seniority shall prevail as set forth above. Vacation credits can be used in one (1) hour multiples, or any part thereof.

All vacation accruals shall be taken in the fiscal year in which granted and shall not be carried over into the next fiscal year without the approval of the Chief of Police.

12.2 To assist in the scheduling of such vacation time, the Chief of Police may establish an annual date or dates, period or periods, by which or within which an employee must request a block of time in order to have his/her seniority considered.

12.3 Employees shall be granted vacation with pay in accordance with the following schedule:

After one (1) year of continuous service	5 days
After two (2) years of continuous service	10 days
After five (5) years of continuous service	15 days
After ten (10) years of continuous service	20 days

12.4 In the event an employee is separated from employment by either transfer, resignation, dismissal, retirement (including disability) or death, an employee or employee's beneficiary or estate, as the case may be, shall be compensated for by cash payment, of all unused vacation credits no later than the payroll following separation.

ARTICLE 13

SICK LEAVE

13.1 Each employee shall be credited with eight (8) hours (1 workday) of sick leave on the first (1st) calendar day of each month. On the first (1st) calendar day of May each year, each employee shall be credited with sixteen (16) hours (2 workdays) of sick leave for a maximum of thirteen (13) days per year.

13.2 Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. Included in the term disability is the child bearing stage of pregnancy. The Federal Equal Opportunity Employment Commission recognizes three (3) stages in pregnancy for determining when a pregnant employee is disabled. They are the dormant, child bearing and child rearing stages. Job disability is associated only with the child bearing stage and requires a certification of a duly licensed

physician, stating that the employee is unable to continue to perform any of the usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.

13.3 Upon retirement with twenty (20) years of service or more, which service shall not be limited to just with the Employer, each employee shall be paid up to a maximum accumulation of forty percent (40%) of six hundred and forty (640) hours (80 work days) sick leave accumulation. (Example: 80 days, paid 32 days; 40 days, paid 16 days, etc.)

In the event an employee dies prior to retirement, but with at least ten (10) years of service, the employee's beneficiary or estate shall be paid the sick leave as set forth above. All sick leave accumulation shall be paid and included in the last pay period on the payroll.

13.4 In the event an employee is unable to report for duty due to illness, the employee shall notify the department that he/she will not be reporting for duty two (2) hours prior to the scheduled shift, when possible.

13.5 The Chief of Police may require an employee who has been on sick leave, prior to and as a condition of his/her return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer to establish that the employee is able to perform his/her normal duties and that his/her return to work will not jeopardize his/her own health and safety or other employees' health and safety.

13.6 Each employee shall be entitled to accumulate and maintain up to one thousand one hundred and fifty-two (1,152) hours (144 workdays).

Sustained illness beyond two (2) successive days must be verified by a physician's report.

ARTICLE 14

SERIOUS ILLNESS IN IMMEDIATE FAMILY

In the event of serious illness to an employee's spouse, or if he/she is unmarried and the head of household, living with a sole dependent, with a serious illness to said dependent, the employee, with the approval of the Chief of Police, may be granted leave with pay, with the leave time deducted from the employee's unused sick time. An employee absent because of such serious illness shall notify his/her department head of such absence, and the reason therefore, on the first (1st) day of such absence, and not later than eight (8) hours before the beginning of his/her work day.

ARTICLE 15

UNIFORMS, EQUIPMENT AND MAINTENANCE/CLEANING

Uniforms

15.1 An employee shall be provided, at the Employer's expense, his/her initial uniform and equipment issue, which by this Agreement shall consist of the following minimum items:

- 3 pair of pants (all season wear)
- 3 long sleeve shirts
- 3 short sleeve shirts
- 3 ties
- 1 winter jacket
- 1 raincoat
- 1 hat
- 1 rain-cover for hat
- 1 pair of shoes or boots
- 1 Garrison belt
- 1 bullet proof vest
- 3 shields
- 8 Village of Greenwood Lake PD patches
- 2 name tags
- 1 set of collar brass
- 1 tie clasp
- 1 weapon and gun belt
- 1 holster
- 1 ammo case (double magazine capacity)
- 2 spare ammo magazines (sufficient ammunition for maximum capacity of issued weapon and spare magazines)
- 1 handcuff case
- 1 pair of handcuffs with keys
- 4 belt keepers
- 1 rechargeable flashlight to be maintained by the Employer, for each car

All employees shall receive additional uniforms and equipment as required and determined by the Chief of Police, at no cost to any employee. Any and all such additional uniforms or equipment, as required and determined by the Chief of Police, shall become part of this minimum list for issue to existing and new employees.

Any uniform or equipment not previously issued in accordance with this list shall be provided to each employee.

It is agreed and understood that the type, fashion and style of the uniform shall be at the sole discretion of the Employer.

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15.2 Each employee shall receive the amounts set forth herein for uniform replacement:

<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
\$600.00	\$600.00	\$600.00

All uniforms, or any part thereof, that have been damaged or destroyed in the performance of duty (except normal wear and tear) shall be replaced by the Employer at no cost to the employee.

Equipment

15.3 Each employee shall be provided with the list of equipment as contained in Section 15.1 above at no cost to the employee.

However, the Employer agrees to replace or repair any equipment as contained in Section 15.1 above which is damaged or destroyed in the performance of duty, as well as normal wear and tear.

Maintenance and Cleaning

15.4 Each employee shall receive the amounts set forth herein for uniform maintenance and cleaning due to normal wear and tear service:

<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
\$400.00	\$400.00	\$400.00

However, the Employer agrees to replace, repair or clean any employee's uniform or personal property, which are soiled, damaged or destroyed in the performance of duty, except for normal wear and tear.

ARTICLE 16

PATROL TEAMS

16.1 The Chief of Police shall have the responsibility to assign patrol teams, including the assignment of two (2) officer patrol teams during such times and hours that he deems necessary, except as set forth below, providing that personnel is available and that two (2) officer patrol team assignments during such times and period are made within the budgetary constraints placed upon the department during the fiscal years this Agreement shall be in effect.

16.2 There shall be a minimum of two (2) police officers scheduled and working between the hours of 8:00 p.m. through 4:00 a.m. from April 1st through September 30th of each year. The Employer shall use its best efforts to have a minimum of two (2) police officers scheduled and working, but not less than one (1) between the hours of 8:00 p.m. through 4:00 a.m. from October 1st through March 31st of each year. However, the Employer agrees that there shall be a minimum of two (2) police officers scheduled and working between the hours of 8:00 p.m.

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through 4:00 a.m. on weekends and holidays from October 1st through March 31st of each year. Weekends shall be defined as Friday, Saturday and Sunday. Holidays shall be defined as holidays recognized by the Greenwood Lake School District. This section shall not be subject to Section 16.1 above.

16.3 An employee scheduled to work the "A" line tour of duty (12:00 midnight through 8:00 a.m.) may volunteer to drop down and work 8:00 p.m. to 4:00 a.m. to meet the two (2) officer minimum patrol from October 1st through March 31st of each year as set forth in Section 16.2 above.

ARTICLE 17

PATROL VEHICLE USE

No vehicle shall be utilized by the Employer for police patrol use unless said vehicle is properly equipped and has passed State vehicle inspections.

ARTICLE 18

COURT ATTENDANCE AND JURY DUTY

18.1 The Employer shall pay a minimum payment of three (3) hours pay for any attendance at Court required of an employee. Compensatory time off shall not be paid in lieu of cash payment, unless requested by the employee and agreed to by the Chief of Police.

18.2 An employee being selected for jury duty will be compensated at his/her regular rate of pay for the duration of his/her assignment as a juror without his/her absence from work affecting the personal days, holidays or vacation days that he/she would otherwise have been entitled to.

ARTICLE 19

OVERTIME PAYMENT, COMPENSATION AND WORK SCHEDULE

19.1 Work in excess of eight (8) hours in any workday or forty (40) hours in any work week shall be considered overtime. All paid leave taken shall be considered hours worked for the compensation of overtime.

19.2 There shall be three (3) permanent tours of duty for all uniformed patrol employees, except as set forth in this article.

All uniformed patrol employees shall work eight (8) hour shifts with four (4) consecutive days on followed by two (2) consecutive days off. Shifts are as follows:

GP M

- “A” line - 12:00 midnight to 8:00 a.m.
- “B” line - 8:00 a.m. to 4:00 p.m.
- “C” line - 4:00 p.m. to 12:00 midnight

An employee may be removed from his/her permanent tour of duty by the Chief of Police for the sole purpose of training or special assignment or light duty assignment. Upon completion of the training, special or light duty assignment, that employee shall return to his/her permanent tour of duty. In the event an employee on light duty is removed and placed on another permanent tour of duty, that employee shall be granted any previously approved time off.

As per an agreement reached between the Employer, Chief of Police and the PBA, permanent shifts have been bid on and agreed to by all employees as per seniority and will remain in effect, unless the employees and Chief of Police agree upon a change in shifts.

- (a) The Youth Officer shall work an eight (8) hour shift between the hours of 8:00 a.m. to 12:00 midnight.
- (b) One sergeant shall work “C” line and one shall work “A” line as per bid based on seniority.
- (c) The Chief of Police will designate a uniformed corporal/code enforcement officer to work a schedule of five (5) consecutive days on followed by two (2) consecutive days off to the “B” line. The work schedule shall be Monday through Friday. The code enforcement officer shall be entitled to seventeen (17) “chart days” per year, equivalent to the four (4) and two (2) work schedule.

19.3 The Detective shall be entitled to seventeen (17) “chart days” per year, equivalent to the four (4) and two (2) work schedule herein. This position shall have a work schedule of Monday through Friday, 10:00 a.m. to 6:00 p.m., for one (1) week and 2:00 p.m. to 10:00 p.m. the following week and repeat the cycle. The designated assignment from the regularly scheduled shifts herein, shall be related to the work performed by the Detective position. The Chief of Police shall designate the eight (8) hour shift assignment. The Detective shall not be used as the second (2nd) officer with regard to Article 16 - Patrol Teams, Section 16.2.

19.4 An employee may be taken out of rotation for special assignment or any emergency situation, at the discretion of the Chief of Police.

19.5 An employee shall have the option to elect payment for overtime worked or compensatory time at the rate of time and one-half (1.5X) the employee’s regular rate of pay. The compensatory time shall be taken at a mutually agreeable time between the employee and Chief of Police or designee and shall not be unreasonably denied. Each employee shall be entitled to accumulate and maintain up to a maximum of two hundred and forty (240) hours at all times.

John M

19.6 In the event an employee is on duty by himself/herself and receives a call for a domestic disturbance, bar fight, etc. and there is no Town of Warwick police vehicle in close proximity to the Village, then another employee shall be called in from the emergency call out list.

ARTICLE 20

WORK CALL MINIMUM

Employees called in to work in any situation, except for departmental meetings, during hours outside of their regular shifts, shall be entitled to three (3) hours minimum pay in any single twenty-four (24) hour period.

ARTICLE 21

STAND-BY TIME

21.1 An employee who is required by the Chief of Police to be restricted regarding his/her personal movements, so that the employee may be reached and available to report for a work assignment within one (1) hour on an assigned day of rest (pass day/day off), or at any time other than during the employee's regular working hours, shall be considered to be on Stand-By Time.

21.2 An employee on Stand-By Time shall be paid two (2) hours of the employee's regular hourly rate of pay (Base Wage plus longevity) for every eight (8) hours, or part thereof, of Stand-By Time.

21.3 Stand-By Time shall not be included in determining the total number of hours worked in any basic work week for the purposes of overtime computation.

ARTICLE 22

TRAINING SCHOOL

The Employer shall meet its obligations for mandatory schooling of all its employees. The Employer shall send one (1) employee to each of the subsequent classes given in Breathalyzer equipment operation until all employees are certified in this equipment's use. The Employer shall also consider sending selected employees to attend special courses recommended by the Chief of Police as beneficial to the employee and the Employer, provided that the absence of the employee during the training school period scheduled will not adversely affect police service to the Employer or produce undue hardship upon the Employer's budget during any single fiscal year.

ARTICLE 23

PBA TIME

23.1 The PBA shall forward the names and titles of its officers and representatives, plus changes as they occur.

23.2 The Employer shall provide, at its expense, a bulletin board for PBA use. All notices posted by the PBA must be signed by the PBA President, or his/her designee. All notices must bear the date of the posting and be removed when they have served their purpose.

23.3 The PBA President, or his/her designee, shall be permitted up to forty (40) hours off from work with pay to administer this Agreement, such as, but not limited to, grievances, disciplinaries and other terms and conditions of employment, without charge to any paid leave accruals. Negotiations shall not have a time restriction.

ARTICLE 24

PERSONAL VEHICLE USE

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

ARTICLE 25

PORTAL TO PORTAL PAY

Whenever an employee shall be required to attend a Court or other government agency proceeding in connection with the performance of his/her duty that requires travel beyond the Village of Greenwood Lake, his/her hourly pay shall be on a portal to portal basis.

ARTICLE 26

EDUCATIONAL BENEFITS

26.1 To provide an incentive for continued education of its employees, the Employer shall pay to each employee who elects to take police and/or law enforcement related courses, and is enrolled in and actively pursuing an accredited college level course of this type, the amount of

ten dollars (\$10.00) per annum for each credit hour successfully completed up to a maximum of five hundred dollars (\$500.00).

All employees presently receiving educational benefits for non-police/law enforcement degree will continue to do so.

26.2 This educational benefit earned shall be added to the employee's salary in the first (1st) payroll week following commencement of the Employer's fiscal year on June 1st, and said amount shall be the gross amount, subject to all payroll deductions.

26.3 This educational pay supplement shall be paid each year only after each employee has completed at least one (1) semester of college courses each year.

26.4 The educational pay supplement shall continue to be paid up to the five hundred dollars (\$500.00) maximum each year until the employee receives a recognized Associates' degree, at which time the maximum amount of five hundred dollars (\$500.00) shall become a permanent annual supplement.

26.5 An educational benefit in the sum of seven hundred fifty dollars (\$750.00) for any employee maintaining a Bachelors' degree shall become a permanent annual supplement.

26.6 Withdrawal by the employee from enrollment in any accredited college will result in the discontinuance of all educational supplements being paid to the employee. Failure to complete any course in the two (2) successive semesters prior to June 1st of each year shall be considered a withdrawal from enrollment. Reinstatement of the employee under this plan shall be automatic upon his/her completion of at least one (1) semester of college courses in the year following his/her withdrawal. However, such reinstatement will not entitle the employee for any educational supplement lost because of his/her withdrawal in a prior year.

26.7 An employee hired after June 1, 2003 will not be entitled to educational benefits as set forth in this Article.

ARTICLE 27

PRINTING OF AGREEMENT

The Employer, at its expense, shall furnish a copy of this Agreement to each employee and one copy to the PBA, excluding the original.

ARTICLE 28

NO DISCRIMINATION

28.1 The PBA agrees to continue to admit all employees to membership and to represent all employees under its jurisdiction without regard to race, creed, color, national origin, age or sex.

Handwritten initials: "GJ" and "M"

28.2 The Employer agrees to its established policy against all forms of illegal discrimination with regard to race, creed, national origin, sex or age or the proper exercise by an employee of the rights guaranteed by the New York State Public Employees' Fair Employment Act.

ARTICLE 29

BENEFITS GUARANTEED

The Employer will not diminish or impair, during the term of this Agreement, any benefit or privilege provided by law, rule or regulation or prior agreements between Employer and the PBA for employees, without prior notice to the PBA or other approved and/or recognized agent of the employees; and when appropriate, without negotiations with said agent, provided however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the Employer by Article 5 of this Agreement.

ARTICLE 30

GRIEVANCE PROCEDURE

Section 1 - Definitions

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

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

Section 2 - General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.

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2. Written responses are required to be provided at all stages of the Grievance Procedure, as set forth herein, to the grievant and PBA, on the form as set forth in Appendix "B", attached hereto and made a part of this Agreement.

3. No grievance shall be filed later than sixty (60) business days after the date on which the PBA becomes aware of the act or omission giving rise to the grievance alleged.

4. Each grievance shall contain a short plain statement and specific reference to the violation alleged as set forth in Section 1 - Definitions, subsection 5 therein.

5. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Employer and PBA agree, in writing, that such settlement shall have such effect.

6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such settlement or award be retroactive to a date earlier than sixty (60) business days prior to the date that the grievance was first presented, in accordance with subsection 3 above.

7. Failure by the Employer to meet the various time requirements specified herein shall be deemed as settlement of the grievance. Failure by the grievant to meet the various time requirements specified herein shall result in advancing the grievance to the next step.

Section 3 - Procedure

Step 1: Chief of Police

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

Step 2: Village Board

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

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Step 3: Arbitration

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Village Mayor within five (5) business days of receipt of the Step 2 decision. The Mayor, or the Mayor's designee, shall forthwith meet with the designated representative of the PBA to attempt selection of a mutually agreeable arbitrator. If the parties cannot agree, the Mayor shall forthwith process and request the American Arbitration Association (AAA) to submit a list from which the parties shall select the arbitrator, who shall arbitrate the dispute pursuant to this Grievance Procedure.

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

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

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 31

BI-WEEKLY PAYMENT OF WAGES

The parties agree to a bi-weekly pay period. It is agreed and understood by and between the parties that this bi-weekly pay period shall not include any lag and shall be paid to date.

ARTICLE 32

TRANSFER AND/OR RESIGNATION REINSTATEMENT

An employee who transfers, or is a resignation restatement, shall be credited with all prior full time Police Officer or Deputy Sheriff service and placed on the Base Wage and Longevity schedule based on that time. Additionally, that employee shall also receive vacation equal to that prior service as set forth therein. However, for the purpose of seniority, that employee's date of hire shall be applicable for vacation selection, time off, overtime and the like.

ARTICLE 33

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the Employer and the PBA and terminates all prior agreements and understandings, excepting the Rules and Regulations of the Police Department of Greenwood Lake adopted March 2, 1992; and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify terms through legislation or administrative action or by any other means. The parties agree to support jointly any legislation of administrative action necessary to implement the provisions of this Agreement. The parties acknowledge they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 34

SEVERABILITY

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such Article shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such decision, then either party shall have the right to immediately re-open negotiations with respect to such Article, Section or portion of the Agreement involved.

ARTICLE 35

APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 36

DURATION OF AGREEMENT

The terms of this Agreement shall be effective from June 1, 2003 through May 31, 2006.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

FOR THE
VILLAGE OF GREENWOOD LAKE, INC.

FOR THE VILLAGE OF
GREENWOOD LAKE POLICE
BENEVOLENT ASSOCIATION

By: William J. Morris
William J. Morris, Mayor

By: John Hansen
John Hansen, President

Date: 11-20-03

Date: 11/20/03