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**Contract Database Metadata Elements**

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Employer Name: **Liberty, Village of**

Union: **Liberty Police Benevolent Association**

Effective Date: **06/01/07**

Expiration Date: **05/31/10**

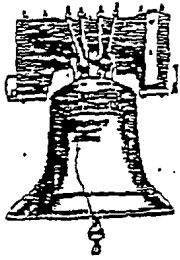
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**EMPLOYMENT  
AGREEMENT  
( CONTRACT )**



POL 7659

**BETWEEN  
THE VILLAGE OF  
LIBERTY, NY  
&  
THE LIBERTY P.B.A.  
( Police Department )**

**FOR THE PERIOD  
JUNE 1, 2007  
THROUGH  
May 31, 2010**

**RECEIVED**

JUL 21 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

18

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**VILLAGE OF LIBERTY WITH LIBERTY, NEW YORK CHAPTER OF THE  
POLICE BENEVOLENT ASSOCIATION ( LIBERTY POLICE DEPARTMENT )**

THIS AGREEMENT made this 28th day of March 2007 between the Incorporated Village of Liberty, located in Sullivan County, State of New York, hereinafter called "EMPLOYER" and the Liberty, New York Chapter of the Police Benevolent Association, hereinafter called the "EMPLOYEE"

**WITNESS:**

WHEREAS, The Employer is an incorporated Village in the County of Sullivan, State of New York; and

WHEREAS, The Parties hereto desire to enter into an Employment agreement,

NOW, THEREFORE, it is mutually agreed to as follows:

**SECTION 1 RECOGNITION**

The Employer hereby employs the Employee and the Employee hereby agrees to be Employed by the Employer to work as Police officers and Dispatchers in the Village of Liberty, County of Sullivan, State of New York. It is understood the fire dispatching is included within the duties of the Employee.

The Employer hereby recognizes the PBA and it's duly authorized representatives, as the sole exclusive representative organization of the employees in the negotiation and determination of the terms and conditions of the employment and in the settlement of employee grievances. The term employee when used in this contract pertains only to full time Police Officers and Dispatchers.

**SECTION 2 TERMS**

The terms of this Agreement are for the Fiscal Year ( S ) Starting June 1, 2007 and ending May 31, 2010. If no agreement is made for the signing of a superceding contract by the 31<sup>st</sup>. Day of May, 2010, the terms and conditions of this contract will remain in full force and effect until a new contract is signed..

### SECTION 3 SALARY

All New Police Officers shall receive a starting salary as shown in attached SCHEDULE A, marked start. All new Dispatchers will be hired as an hourly wage as described on attached SCHEDULE B, at start. It is understood that the Chief of Police Can appoint a new Patrol Officer to any of the first three steps when the individual is first hired or during the first six months, based upon his evaluation of the individuals education, experience, etc.

An individual appointed to the position of Youth Officer during the term of this agreement shall be paid within the salary range of Police Officer for the employee's first two years of continuous service as Youth Officer. In the employee's third year and each year to follow, the Youth Officer shall receive no less than top Patrol Officer nor more than Sergeants and Detectives.

IN ADDITION TO SALARY: to be paid on December 1<sup>st</sup>. of each year.

- A. The Juvenile Officer shall receive a stipend of \$ 300.00 a year for administrative duties if he/she perform such duties.
- B. Appointed Active K-9 Officers/handler shall receive a stipend of \$ 300.00 a year.
- C. All certified Firearms Specialists will receive a stipend of \$ 300.00 a year.
- D. The Appointed Communications Officer/Terminal Agency Coordinator/  
Instructor will receive a \$ 300.00 a year stipend.
- E. The appointed Dare Officers will receive a \$ 300.00 stipend per year.
- F. The appointed Department Training Officer will receive a \$ 300.00 stipend per year.
- G. All Bi-lingual Employees will receive a \$ 300.00 stipend per year.

### Longevity

All employees will be eligible for longevity pay which will be paid to the employee annually on December 1<sup>st</sup>. According to the attached schedule, **SCHEDULE D**:

## SECTION 4 OVERTIME

Overtime is defined as time worked in excess of 8 hours in any 24 hour period or excess of 40 hours in any 7 day period.

All employees who are required to work on a Holiday will receive overtime if the time is actually worked. Holidays are Listed/Defined on Schedule C, which is attached.

All employees who are required to appear in court or before a body having the right to require appearance, such employee shall be compensated for a minimum of 3 hours.

All employees required to work overtime during his/her regular time off, not including the time worked directly after his/her tour of duty ends shall receive a minimum of 3 hours overtime.

Elective overtime shall be offered on a rotating basis, starting with a member of the rank the overtime position is needed for. I.E. If the overtime is a fill a Dispatcher/Desk Position, the Dispatchers will be called first, if for a Police Officer then Patrolman will be called first, if for a Sergeant the Sergeants will be called first. D.W.I Task Force overtime is not governed by this requirement

Time during which an employee is excused from work because of vacation, holidays or other compensatory time off, shall be considered as time worked for the purpose of computing overtime.

All overtime will be computed at one and one-half time the employees regular rate of pay.

An Employee in lieu of being paid overtime, may elect to take compensatory time when he/she has worked overtime. All Comp. Time will be computed at 1 ½ times the overtime hours worked. ( I.E. 1 hour overtime = 1 ½ hours Comp. Time. )

Payment to members who work in excess of 8 hours in a given 24 hour period while attending training schools or seminars.

### A. MANDATORY SCHOOLS

( 1 ) Members who attend the below listed Mandatory Training Schools and exceed the 8 hour working day ( including travel time ) shall be paid in comptime for any time exceeding 8 hours in a 24 hour period.. Comptime shall be computed at 1 ½ times the overtime hours worked.

A. Mandatory schools shall be only.

1. Supervisory School ( for newly appointed Supervisors )

2. Juvenile officer's School ( for newly appointed Juvenile Officer )

**NOTE:** The NYS BMP Basic School for Police Officers is specifically excluded from this list

**B. ELECTIVE SCHOOLS:**

1. Any school not mandated by New York State, ( I.E. any other than the Above listed schools ):

(a.) Members who a sent to elective schools by the Chief of Police and who work more than 8 hours ( including travel time ) in a 24 hour period shall be paid as follows: one half of the hours at the employee's overtime rate, and the other half in comptime, I.E. member accumulated 10 hours overtime as a result of attending an elective school, 5 hours will be paid as overtime , 5 hours as comptime.

**SECTION 5 INSURANCE**

The Employer agrees to furnish a Disability Benefit Insurance Policy for the benefit of the Employee with benefits equal to that of the State Unemployment rate at the time a Disability begins. The Premium for the policy is to be paid entirely by the Employer with no contribution from the Employee.

Employees hired prior to May 31, 1984, the Employer agrees to furnish group medical insurance for the benefit of the Employee and the Employee's family, said policy shall be equal or greater than that policy that has been in effect prior to this agreement. The premium for the policy is to be paid entirely by the Employer with no contribution from the Employee.

Employees hired after June 1, 1984, the Employer agrees to furnish group medical insurance for the benefit of the employee and the employee's family, said policy shall be equal to or greater than that policy that has been in effect prior to this agreement. The Employer will pay the cost of the premium for the individual coverage for the employee and the employee shall pay the additional premiums for the employee's family through the end of the employee's fifth year of continuous service with the Village. At the beginning of the sixth year of continuous service the Employer will pay 50% of the difference between single and family coverage and at the beginning of the eleventh year of continuous service the Employer will pay 100% of the cost of family coverage for the employee.

## SECTION 5 INSURANCE ( CONT. )

The Employer will offer a pre-tax hospitalization program to employees who are paying the contribution share.

Upon the death of an Employee covered under this agreement the surviving spouse will be covered for 90 days at the existing arrangement with the Employee upon his/her death, after the 90 days the surviving spouse will have the option to continue coverage at the Village's Group Rate at the surviving spouses own expense.

An Employee may opt not to be covered by the Village's Group Medical Insurance, and if the member does opt not to be covered by the plan, he/she will receive a \$ 2,000.00 a year buy back incentive upon providing proof of separate coverage.

The incentive will be paid one year after the member has opted out of the plan. A member may rejoin the Group Plan at any time, and the incentive amount will be pro-rated by month. Employees hired on or after June 1, 2003 or who become covered on or after June 1, 2003 by the Village's Group Medical Plan through another Village Employee will not be eligible for this buy back incentive.

**Employees who retire on or after June 1, 2000 and were hired prior to June 1, 2007** shall be furnished with a Group Health Insurance Plan that is furnished to all current Police Department Members as of the date of signing of this contract. The cost of the individual coverage of the member will be paid in full by the Village until such member dies. A retiring member may elect to be covered by the Family Plan, as provided to other current Police Department Members as of the date of signing of this contract. If he/she elects to have the family coverage, the member will pay 50% of the difference between the cost of the individual rate and the family rate with the additional 50% being paid by the Village. The said rate will be based upon amounts as paid by the Village as of January 1<sup>st</sup> of each year.

**Employees hired on or after June 1, 2007 shall elect to accept one of the following prior to retirement:**

The member, upon retirement, may elect to surrender 125 sick days to the Village, and shall then receive health benefits, for the retiree and his/her family (as applicable), as are provided to those employees who retire on or after June 1, 2000 and were hired prior to June 1, 2007. The retiree will be eligible to receive payment for any other sick time not used or surrendered, up to an additional 25 days.

**OR**

Upon retirement, the Village will pay 50% of the retiree's health insurance benefit. The retiree shall be responsible for the additional 50%. If the retiree opts for family coverage, the retiree will pay the



entire additional premium amount (difference between individual plan and family plan) for the additional coverage. Upon election of this option by the retiree, the retiree will then be eligible to receive payment for any unused sick time up to a maximum of 150 days.

The Employer agrees to furnish Police Liability Insurance for the benefit of the Employee with limits no less than \$ 250,000.00 for each person, \$ 500,000.00 for each incident and an aggregate limit of \$ 1,000,000.00. The premium for the policy will be paid for entirely by the employer with no contribution from the employee.

The Employer agrees to furnish a Group Optical Plan and the plan will be equal to or better than the Plan that is furnished to the Village's Department of Public Works.

### **SECTION 6 RETIREMENT**

The Employer agrees to continue the current retirement plans which are in effect. All Police Officers will be put into the N.Y.S. Police and Firemen's Retirement System plan 384-D.

All Employees not part of the NYS Policemen and Firemen's Retirement System shall be covered under the same plan that is given to all other Village Employees.

The cost of the retirement policy is to be paid entirely by the Employer with no contribution by the employee.

### **SECTION 7 UNIFORMS**

After a Department Member has their complete uniform issue, they shall receive a uniform allotment of \$ 1,100.00 per employee, which is to be paid in two installments of \$ 550.00 on April 1<sup>st</sup>. and \$ 550.00 on September 1<sup>st</sup>. of each year. New Employees are subject to the provisions as listed under New Employees and will only receive uniform allowance as stated in A. B. & C. below.

Dispatchers will be entitled to a uniform allowance which is equal to 60% of that provided to full time Police Officers.

New Employees hired will only receive uniform allowance as follows:

- A. New first year P.B.A. members shall be issued uniforms as specified on a list of equipment agreed upon by the Chief of Police and the P.B.A. representative. Such list shall be subject to review and amendment in January each year on agreement between the Chief of Police and the P.B.A. Representative. The list shall remain in effect from January to January. There will be a Police Officers Equipment List and a Dispatchers Equipment List.

B. 2<sup>nd</sup>. Year Employees will receive a sum of \$ 350.00 uniform allowance.

C. 3<sup>rd</sup>.Year Employees will receive full uniform allowance.

New Police Officers will be supplied with a firearm by the Village at the Village's cost and expense. Said firearm shall continue to be the property of the Village of Liberty. Said firearm will not be deducted from the Employee's Uniform Allowance.

When and if the Employer decides to require a change in the standard uniform, the cost of all new uniforms shall be paid by the employer and not deducted from the Employee's annual uniform allowance unless said change can be phased into effect.

Uniforms provided by the Employer for the use of the Employee shall be used only for the performance of the employee's Official Duties, and not for any private, part-time employment such as security guard.

#### **SECTION 8 SICK TIME**

The Employer agrees that each Employee shall receive one ( 1 ) day per month accumulation of sick days not to exceed a maximum of 225 days of accumulation at any time.

The Employer further agrees to pay the Employee full pay per diem, based upon the yearly salary being received by the employee at the time of sickness.

A member may transfer time to another member in time of need. The transferred time will be based upon the donor's rate of pay. No transfer of sick time will be permitted for the purpose of the receiving employee obtaining health benefits after retirement.

Upon full retirement, the Employee will receive compensation for unused sick leave to a maximum of 150 days, providing the employee does not elect to surrender this sick time accrual for the purpose of obtaining health benefits after retirement. The compensation shall be paid at the retiring Employee's current rate of pay at the time of retirement. No additional benefits, accruals of leave or salary increases will be granted during the time an employee is paid in normal pay checks for sick leave.

All Employees receiving compensation for sick time upon retirement, shall receive said compensation in one check, for the total amount, provided the said Employee notifies the Employer in January of the Fiscal Year prior to the year the Employee intends to retire. If this is not done then the compensation will be paid in normal pay checks.

Employees that leave the employ of the Employer with vested rights shall receive compensation to for all accumulated sick time at a rate of one-half the time accumulated and said compensation will be

paid in normal pay checks. Vested rights shall mean 5 years of completed full time employment with the Village of Liberty Police Department.

In the event of death to any Employee the spouse/beneficiary shall be compensated for any and all unused accumulated time based upon the employees per-diem salary at the time of death. Said payments maybe in the form of bi-weekly checks.

**SECTION 9 PERSONAL LEAVE**

Personal Leave shall be used only for taking care of personal business or emergencies that cannot be scheduled at another time. Approval for personal leave shall go through the channels with final authorization by the Chief of Police.

The Employer agrees that each Employee shall receive five ( 5 ) personal days off per year at full pay per diem based upon the yearly salary being received by the employee at the time the Employee used the personal days.

Unused Personal Business Days will be converted to sick days at the end of each fiscal year. Employees shall receive personal leave days according to the following schedule:

Hired prior to June 1 <sup>st</sup> .	5 Days
Hired prior to September 1 <sup>st</sup> .	3 Days
Hired prior to December 1 <sup>st</sup> .	2 Days
Hired prior to March 1 <sup>st</sup> .	1 Day

**SECTION 10 VACATION**

All Employees shall receive vacation according to the following Schedule:

Hired prior to September 1 <sup>st</sup> .	5 Days
Hired prior to December 1 <sup>st</sup> .	4 Days
Hired Prior to March 1 <sup>st</sup> .	3 Days
Hired Prior to June 1 <sup>st</sup> .	11 Days
At Fifth June 1 <sup>st</sup> .	16 Days
At Tenth June 1 <sup>st</sup> .	21 Days

If the employer does not provide time for vacation due the employee, that time will be carried over to the following year.

Seniority for vacation shall be base upon years of service, not rank. An Employee may only schedule 10 days of vacation between the time from June 1<sup>st</sup>. Thru September 1<sup>st</sup>.

The practice of allowing one person on vacation per shift will continue except where it would create 5 days of overtime on a specific shift.

### **SECTION 11 HOLIDAYS**

All Employees shall receive 13 days off per year for legal holidays during the term of this contract, ( June 1, 2007 /May 31, 2010 ) The amount of pay is to be per diem based upon the yearly salary received by the Employee at the time the Employee takes the holiday off. New Employees shall receive their days off for legal holidays on a prorated basis according to date of hire and the following schedule:

Hired prior to June 1 <sup>st</sup> .	13 Days
Hired prior to September 1 <sup>st</sup> .	9 3/4 Days
Hired Prior to December 1 <sup>st</sup> .	6 1/2 Days
Hired Prior to March 1 <sup>st</sup> .	3 1/4 Days

The Juvenile Aid Officer and other plain clothes officer may take their holidays as they fall and as they are taken by other Village Employees.

In the future if the Village should adopt any additional Holidays, that holiday will be added to the Defined Holiday List as listed in Schedule C attached. ( Holidays-Defined )

### **SECTION 12 BEREAVEMENT**

All Employees shall receive five ( 5 ) days off for the observance of a death of the immediate family, with pay. The immediate family shall consist of; Father, Mother, Brother/Sister, Spouse, Children, Step Parents, Grandparent, Grandchildren and In Laws.

All Employees shall receive three ( 3 ) days off with pay for the observance of a death of a relative who is not covered under the definition of immediate family.

Additional days off maybe granted at the discretion of the Chief of Police or his representative and will be deducted from the employees sick, vacation or holiday, personal or compensatory a time.

### **SECTION 13 PERSONAL PROPERTY**

The employer agrees that if an employee uses his personal automobile for police related functions ( either to or from school or any other reason ) the employee will be compensated on a per mile basis at the present rate deemed allowable by the Internal Revenue Service ( IRS ). This rate will be reviewed annually ( January ) to determine if the IRS has established a new rate. If a new rate has been established by the IRS, the PBA Representative will be notified and that rate will then become effective under this section of this agreement.

The Employer agrees to pay for or replace damaged or destroyed articles of personal property including clothing, watches up to \$ 200.00 and full value of eye glasses. The Village will not pay for jewelry, items of antique or collector value, and unauthorized personal items. Authorization for the use of personal equipment must be in writing from the Chief of Police. The Village will not be liable when an employee is negligent, careless or not performing in the line of duty. All damaged or destroyed items must be reported in writing to the Chief of Police within the same work day.

**SECTION 14 EDUCATION**

The Employer agrees to reimburse the Employee 50 % of any and all tuition if the employee registers in an accredited school and completes the following courses with a C or above: NYS Law Courses, Criminology, Psychology, Criminalistics, First Aid , Typing or Foreign Language, or any course or required out of enrollment in a Police Science or any related course. There will be a \$ 3,000.00 limit per fiscal year for the entire Department.

The Employer agrees to pay to the Employee who can produce a transcript or diploma from an accredited school of higher education the following sums payable on December 1<sup>st</sup>. To all employees of record on that date:

<u>CREDIT HOURS</u>	<u>YEARLY PAY</u>
32 Credit Hours	\$ 100.00
60 Credit Hours	\$ 200.00
Associate Degree	\$ 275.00
120 Credit Hours	\$ 400.00
Bachelors Degree	\$ 550.00

**SECTION 15 OTHER BENEFITS**

The Employer agrees to provide a statement of accrual of all sick time, vacation time, holiday time and personal time. Statements shall be posted in a conspicuous manner on the first of January and the First of June each and every year.

The Employer will offer a deferred compensation program to all employees.

Any Employee who is promoted to another rank or title, whether permanently or provisionally, shall receive the salary listed in the schedule of salaries for that rank or title.

The Employer agrees that each shift will be staffed with a minimum of 3 personnel.

The Employer agrees to permit one ( 1 ) member of the PBA who is elected or designated to attend any Convention or Police Conference Meeting, without loss of time or pay, provided that a request for such leave is made to the Chief no less than five ( 5 ) working days prior to the date that the function is scheduled. Such time shall be limited to twelve ( 12 ) man days per year.

The Employer agrees to pay the Employee full pay per diem based upon the employees yearly salary when an Employee is summoned to jury duty by a court of competent jurisdiction. This time is not to be deducted from an Employee's Sick, Vacation, Holiday, Personal or Compensatory Time.

In addition to any benefit required by the Federal Family and Medical Leave Act of 1993, the Employer will grant time off using accumulated sick time, vacation time, comp time to any female member during times of pregnancy. Should there be a time that a female Employee is unable to perform her normal duties as directed by her physician, she maybe allowed to perform other duties such as clerical, desk duty, typing etc., at the discretion of the Chief of Police, if such duties are available. If such assignments are made they may require the individual to work where needed, I.E. different shifts at different times.

UNUSED SICK TIME BONUS: Beginning June 1, 2003 the Employer agrees to pay an Employee who uses little or no sick time during a Village Budget Year, ( June 1<sup>st</sup>. to May 31<sup>st</sup>. ) a bonus. The bonus for each year of the 2007-2010 Contract shall be based upon the below listed scale. The bonus will be paid on or about July 1<sup>st</sup>, after the completion of the fiscal year that the sick time was not used.

Use of 0 sick days a \$ 400.00 bonus

Use of 1 sick day a \$ 350.00 bonus

Use of 2 sick days a \$ 275.00 bonus

Use of more than 2 sick days, no bonus

The Employer will not diminish any benefit or privileges provided by law, rule or regulation, provided that such practices have not been declared illegal or contrary to the provisions of this article.

It is agreed with both parties that the past practices dealing with vacation scheduling, number of employees on vacation, at any time, shift scheduling, fixed days off will continue.

Seniority shall mean length of service and in the instance of supervisors: I.E. Sergeants, time in rank Any deviation in the above must be submitted to a committee to be known as the Labor Management Committee and to be composed of the Village Manager, Chief of Police and three ( 3 ) representatives selected by the PBA. No change will be instituted by management in the above referred past practices without the approval of a majority of the members of the Labor Management Committee.

The Employer also agrees to a Bill of Rights for members of the Police Department when they are interviewed or interrogated for disciplinary purposes, which is attached to this agreement and labeled ATTACHMENT A

Employees seeking coverage under Section 207-c of the General municipal Law shall be governed by the 207-c procedure attached to this agreement and labeled as ATTACHMENT B

### **SECTION 16 DISPUTE AND GRIEVANCES**

Any grievance as a result of the Agreement will be handled by the attached procedures; any other grievance of dispute will be handled by use of Section 75 of the New York State Civil Service Law

#### **DISPUTES AND GRIEVANCES:**

Any disagreement arising out of or concerning the interpretation or application of any of the terms of this agreement must be submitted within thirty ( 30 ) days of the event in dispute or when the Employee first became aware of the incident. All Grievances submitted during this time period shall be handled in accordance with the following procedure:

( a ) An Employee or group of employees feeling aggrieved by misinterpretation or misapplication of any of the terms and conditions of this Agreement shall confer with the PBA Representative immediately and shall reduce to writing the facts and allegations concerning the dispute or grievance.

( b ) The PBA Representative will present the dispute to the Department Head within five ( 5 ) working days of having been notified of same with a written request, showing the relief sought by the aggrieved party or parties. The Department Head shall respond in writing no later than five ( 5 ) working days. If the aggrieved is not satisfied with the decision he may proceed to step C.

( c ) Within ten ( 10 ) working days the PBA Representative will submit the disagreement to the Village Manager, including the written decision of the Department Head. The Village manager will issue his decision within five ( 5 ) working days after meeting with the Village Board at the next regular meeting. If the aggrieved is still not satisfied he/she may then proceed to final offer arbitration, Step D

( d ) Within ten ( 10 ) working days after receiving the decision of the Village Manager either party may notify the other in writing of the desire to arbitrate.

Either party may then request the American Arbitration Association to submit a list of three ( 3 ) name from which to choose. Upon receipt of same the moving party shall strike one name; the other party shall also strike one name; the remaining name shall represent a joint selection of arbiter. Each party shall then present to the arbiter in writing, their respective argument showing all facts and allegations and including the type of relief sought and how that relief is to be administered. The arbitrator shall conduct his inquiry in accordance with, and the parties agree to conform to, the Voluntary Arbitration Rules of the A.A.A. The arbitrator shall be clothed with the powers of his office to ascertain all of the facts necessary to render a just report, but he shall have no power to add to or subtract from any of the terms of this Agreement nor to amend modify or change any provision thereof. The arbitrator's powers shall not be limited to the proposals made by either party. The arbitrator shall have the authority to make such decision as maybe appropriate based on the facts on the contract He shall render his report as speedily as possible, but not later the five ( 5 ) days after the closing of his/her inquiry.



All fees, cost and expenses of the arbitration being conducted hereunder shall be shared equally by the Employer and the P.B.A.

( e ) Time will be considered of the essence with respect to the procedures for the presentation at all stages herein above outlined, and in the event such procedure is not strictly adhered to the following shall take place: If the Employer has not acted in a timely fashion, it will be the responsibility of the Employee to notify the Village Manager by Registered Mail that he/she is in violation of this procedure and he/she has ten ( 10 ) working days following receipt of this letter to comply with the times noted. If she/she fails to comply after ten ( 10 ) working days then the relief sought shall immediately be dispensed without delay. If the employee has not acted in a timely fashion, then the disagreement shall be discontinued. The Employee may however, resubmit the dispute or grievance and begin anew with paragraph a in the future.

( f ) In the event of the penalty clause of paragraph E is invoked for failure to adhere to the times as set forth, the settlement against the Employer shall not remain in effect if it is deemed inconsistent with subsequent arbitration decisions resulting from actions brought by another Employee, Employees or Employer and involving the same grievance or dispute which led to the first action. Determination of inconsistency will be made by the arbiter in the subsequent action. However the Employer will have no recourse to recover said benefits from the Employee paid prior to the arbiter's decision.

( g ) Both parties agree that this contract constitutes the entire Agreement between the Employer and the Employees and no verbal statement or other agreement in whatever form, except that an amendment to this Agreement in written form and annexed to this Agreement specifically designated as an amendment thereto, shall supersede or vary as the case maybe any provisions of the contract.

Any prior written or verbal commitment or agreement between this Employer and the Employees or any individual Employee in the bargaining unit is hereby superseded. In the Event that the Employees are entitled to any benefit or greater benefit mandated by any Federal or State Law, then such greater benefit or benefits shall be paid to or received by the Employees, notwithstanding the provisions of this contract.

**SECTION 17 APPROVAL OF LEGISLATIVE BODY**

It is agreed by and between the parties that any provision of this agreement requiring Legislative action to permit it's implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

**SECTION 18 DEFINITION OF VILLAGE MANAGER**

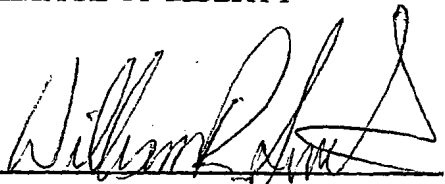
Wherever the term Village Manager is used in this work agreement, the person designated/ employed by the Village Board of Trustees as Village Manager/Village Administrator or in the absence of a Village Manager/Village Administrator the Village Mayor will be substituted.

**IN WITNESS WHEREOF** , the signatories to this agreement by execution, warrant and represent that they are duly authorized to act on behalf of the Village of Liberty ( EMPLOYER ) and the Liberty Police Benevolent Association PBA ( EMPLOYEE ) and each has signed this agreement on the day and year first written above.

POLICE BENEVOLENT ASSOCIATION

BY: \_\_\_\_\_  
P.B.A. PRESIDENT

VILLAGE OF LIBERTY

BY:   
MAYOR , VILLAGE OF LIBERTY

## **SCHEDULE A**

### **POLICE OFFICER**

	<b><u>JUNE 2007</u></b>	<b><u>JUNE 2008</u></b>	<b><u>JUNE 2009</u></b>
Start	\$ 39,655.00	\$ 41,638.00	\$ 43,720.00
1 <sup>st</sup> . Year	\$ 42,981.00	\$ 45,130.00	\$ 47,387.00
2 <sup>nd</sup> . Year	\$ 46,323.00.	\$ 48,639.00	\$ 51,071.00
3 <sup>rd</sup> . Year	\$ 49,658.00	\$ 52,141.00	\$ 54,748.00
4 <sup>th</sup> . Year	\$ 54,103.00	\$ 56,808.00	\$ 59,648.00

### **DETECTIVE**

	\$ 55,153.00	\$ 57,911.00	\$ 60,807.00
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### **SERGEANT**

	\$ 59,666.00	\$ 62,649.00	\$ 65,781.00
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### **LIEUTENANT**

	\$ 62,553.00	\$ 65,681.00	\$ 68,965.00
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## **SCHEDULE B**

### **DISPATCHER**

	<b><u>JUNE 2007</u></b>	<b><u>JUNE 2008</u></b>	<b><u>JUNE 2009</u></b>
Start	\$ 16.12 per hr.	\$ 16.93 per hr.	\$ 17.78 per hr.
1 <sup>st</sup> . Year	\$ 16.89 per hr.	\$ 17.73 per hr.	\$ 18.62 per hr.
2 <sup>nd</sup> . Year	\$ 17.99 per hr.	\$ 18.89 per hr.	\$ 19.83 per hr.
3 <sup>rd</sup> . Year	\$ 19.29 per hr.	\$ 20.25 per hr.	\$ 21.26 per hr.

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# SCHEDULE C

## HOLIDAYS

### *DEFINED*

- |        |                  |        |                                   |
|--------|------------------|--------|-----------------------------------|
| ( 1 )  | New Years Day    | ( 2 )  | Martin Luther King Jr.'s Birthday |
| ( 3 )  | Presidents Day   | ( 4 )  | Good Friday                       |
| ( 5 )  | Easter Sunday    | ( 6 )  | Memorial Day                      |
| ( 7 )  | Independence Day | ( 8 )  | Labor Day                         |
| ( 9 )  | Yom Kippur       | ( 10 ) | Columbus Day                      |
| ( 11 ) | Veteran's Day    | ( 12 ) | Thanksgiving Day                  |
|        | ( 13 )           |        | Christmas Day                     |

## **SCHEDULE D**

### **LONGEVITY**

STARTING EMPLOYEE'S 5 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$500.00
STARTING EMPLOYEE'S 6 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$600.00
STARTING EMPLOYEE'S 7 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$700.00
STARTING EMPLOYEE'S 8 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$800.00
STARTING EMPLOYEE'S 9 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$900.00
STARTING EMPLOYEE'S 10 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1000.00
STARTING EMPLOYEE'S 11 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1100.00
STARTING EMPLOYEE'S 12 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1200.00
STARTING EMPLOYEE'S 13 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1300.00
STARTING EMPLOYEE'S 14 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1400.00
STARTING EMPLOYEE'S 15 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1500.00
STARTING EMPLOYEE'S 16 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1600.00
STARTING EMPLOYEE'S 17 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1700.00
STARTING EMPLOYEE'S 18 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1800.00
STARTING EMPLOYEE'S 19 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$1900.00
STARTING EMPLOYEE'S 20 <sup>TH</sup> YEAR OF CONTINUOUS SERVICE	\$2000.00

Each year after 20<sup>th</sup> year, longevity remains at \$2,000.00  
(No increase after 20<sup>th</sup> year)

# ATTACHMENT A

## EMPLOYEES BILL OF RIGHTS

1. The interrogation or interview of members of the force by superior officers for civil disciplinary purpose shall be done at reasonable hours and while the member is still on duty, unless the needs of the investigation dictate otherwise.
2. Any questioning shall take place at a location designated by the Chief of Police. That location shall ordinarily be at Police Headquarters or a location have a reasonable relationship to any incident in which the officer was involved.
3. The member of the force shall be informed of the nature of the investigation before the interrogation commences. Sufficient information to apprise the member of any allegations should also be provided. If the person being questioned as a witness only, he or she should be so informed on the initial contact.
4. All questioning will be reasonable in length, and, if necessary, reasonable breaks will be allowed.
5. All members of the force shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those questions which would violate their constitutional rights.
6. Members of the force shall not be subject to the use of offensive language by the investigating officer nor shall the investigating officer threaten any member with transfer or disciplinary action unless he refuses to answer proper questions. The foregoing prohibiting against threats shall not be construed to prohibit the investigating officer from advising a member of the force of the character of the discipline that the department intends to impose, nor from advising the member of the force, that if he or she refuses to answer proper questions as above that he or she may be subjected to additional charge.
7. No member of the Liberty Police Department shall be compelled to submit to a polygraph examination unless his/her submission is completely voluntary, and, in the event that a member refuses to submit to a polygraph examination, it shall not be deemed an act of non-cooperation and shall have absolutely no effect upon his or her employment.

# ATTACHMENT B

## SECTION 207-c GENERAL MUNICIPAL LAW

### PROCEDURE FOR THE ADMINISTRATION OF 207-c OF THE GENERAL MUNICIPAL LAW FOR THE VILLAGE OF LIBERTY

#### SECTION 1: INTENT

- (a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the Village of Liberty, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c of the General Municipal Law.
- (b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.
- (c) The term officer as used herein, shall include all sworn member of the Police Department who perform police duties.

#### SECTION 2: NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

- (a) An officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits to the Village within ten ( 10 ) working days of when the Officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made part of this procedure. *( copy of application form attached )*
- (b) The officer shall provide authorization for the Village to obtain copies of his medical records from his treating physician or other health care provider and the Village will provide the officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the Officer on behalf of the Village. *( copy of authorization form labeled Medical Release attached )*

### **SECTION 3: STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS**

- (a) The officer shall be placed on sick leave pending determination of his eligibility for Section 207-c Benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the officer has no available sick leave he or she may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made the officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he or she is ineligible for the 207-c Benefit.
- (b) In the event that it is determined that the Officer is entitled to Section 207-c Benefits, the Village shall credit back to him all leave which he expended prior to the determination.
- (c) In the event that it is determined that the Officer is not entitled to Section 207-c Benefits, he or she will be permitted to use sick leave, vacation, personal leave, and compensatory time provided he or she remains medically unable to perform the duties of his or her position.

### **SECTION 4: BENEFIT DETERMINATIONS**

- (a) The Village shall promptly review and Officer's application for Section 207-c benefits and shall determine his/her eligibility within in fifteen ( 15 ) working days after the Village Manager receives the application and all relevant documentation and medical reports.
- (b) In determining the application the Village may require a more detailed statement from the Officer than that contained on the application. The Village may take statements from witnesses and may send the Officer to a physician or physicians of its choice for examination at the Village's expense.
- (c) The determination of the Village will be made in writing to the Officer, setting forth the basis of the determination. In the event that the application is denied, the Village will simultaneously provide the Officer, without cost, a copy of all medical information produced or acquired by it, in connection with the Officers Application and determination for Section 207-c Benefits. The Village will continue to provide the Officer with additional medical information subsequently produced or required.



## **SECTION 5: ASSIGNMENT TO LIGHT DUTY**

As authorized by the provisions of Subdivision 3 of Section 207-c, the Village may assign a disabled officer specified light duties consistent with his/her status as an officer. The Village prior to making a light duty assignment, shall advise the Officer receiving benefits under 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an Officer may submit to the Village any document or other evidence in regard to the extent of his/her disability. The Village may cause a medical examination or examinations of the Officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Officer's ability to perform a proposed light duty assignment and other pertinent information, the Village may make a light duty assignment consistent with the medical opinion, and such other information as he or she may possess. An Officer ordered to light duty shall either comply with the order or have benefits of Section 207-c temporarily discontinued until a determination is made pursuant to Section 7 of this procedure with regard to the Officer's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of "make work" assignment and that an Officer so assigned does not have any entitlement to continued light duty assignment for an indefinite duration of time.

Nothing contained herein shall require the Village of Liberty or its Police Department to create light duty assignments.

## **SECTION 6: TERMINATION OF BENEFITS**

- (a) Benefits, except the employers liability for medical payments, provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, and accidental disability retirement, or a performance of duty disability retirement as set forth in the Retirement and Social Security Law.
- (b) Any other termination will be subject to review pursuant to Section 7 of this procedure.

## **SECTION 7: DISPUTE RESOLUTION PROCEDURE**

In the event that a police officer disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, her or she within ten ( 10 ) days of receipt of the determination, shall present to the Village a written request for a hearing specifying any exceptions to a determination. Within twenty ( 20 ) days after receiving such a request for a hearing, the Village and the PBA, if unable to agree upon a designation of an arbitrator will jointly petition the Public Employment Relations Board for a list of arbitrators pursuant to its grievance arbitration process. Each party can request one new list in accordance with existing practice. The decision of the arbitrator shall be final and binding upon the Village, the claimant and the PBA.

## **SECTION 8: DISABILITY RETIREMENT**

Consistent with Section 207-c, the Village may file an application on the Officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal. The Village may discontinue 207-c benefits without a hearing if an officer refuses a medical inspection under this section.

## **SECTION 9: CONTINUATION OF CONTRACT BENEFITS**

While on leave pursuant to Section 207-c, for a period of 90 days or less, and Officer shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After 90 days in any calendar year or continuous period time, the Officer receiving 207-c Benefits shall be entitled only to payment of salary and longevity.

**VILLAGE OF LIBERTY POLICE DEPARTMENT  
GENERAL MUNICIPAL LAW SECTION 207-c  
APPLICATION**

1. \_\_\_\_\_  
Name of Officer

2. \_\_\_\_\_  
Address

3. \_\_\_\_\_  
Telephone number

4. \_\_\_\_\_  
Age.

5. \_\_\_\_\_  
Supervisor

6. \_\_\_\_\_  
Current Job Title

7. \_\_\_\_\_  
Occupation at time of injury/illness

8. \_\_\_\_\_  
Length of Employment

9. \_\_\_\_\_  
Date of Incident

10. \_\_\_\_\_  
Day of Week

11. \_\_\_\_\_  
Time

12. \_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Witness

13. \_\_\_\_\_  
Name of co-employees at the incident site

\_\_\_\_\_  
Name of co-employees at the incident site

\_\_\_\_\_  
Name of co-employees at the incident site

14. Describe what the officer was doing when the incident occurred. ( Provide as much detail as possible. Use Additional Sheets if necessary )

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15. Where did incident occur ?, Specify. \_\_\_\_\_

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16. How was the claimed injury or illness sustained ? ( Describe fully, stating whether injured person, slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.

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17. When was the incident first reported ? \_\_\_\_\_

To whom ? \_\_\_\_\_ Time \_\_\_\_\_

18. Was first aid or medical treatment authorized ? \_\_\_\_\_

By Whom ? \_\_\_\_\_ Time \_\_\_\_\_

19. Name and address of attending physician \_\_\_\_\_

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20. Name of Hospital \_\_\_\_\_

21. State nature of injury and part or parts of body affected \_\_\_\_\_

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22. Will the officer be returning to duty ? \_\_\_\_\_

When ? \_\_\_\_\_

Date of this Report: \_\_\_\_\_ At \_\_\_\_\_, New York

Signature of Injured Officer: \_\_\_\_\_

## MEDICAL RELEASE

I, do hereby authorize any physician, nurses or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the Village of Liberty , New York, or it's duly authorized representative, with any and all medical and billing information which may be r requested regarding my past of present physical condition and treatment rendered therefor.

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Signature of Officer

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Printed Name of Officer

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Date