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#### Contract Database Metadata Elements

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Chester, Village Of And Chester  
Police Benevolent Assn

P. B. A. 5099 TO  
29375 POL

**AGREEMENT BY AND BETWEEN**  
**THE VILLAGE OF CHESTER**  
**AND**  
**THE VILLAGE OF CHESTER**  
**POLICEMEN'S BENEVOLENT ASSOCIATION**

**JUNE 1, 2001 - MAY 31, 2004**

**INDIAN PUBLIC EMPLOYMENT RELATIONS BOARD**  
**INDIANAPOLIS, IN**

**AUG 01 2001**

**CONCILIATION**

VChester CBA 01-04

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**LABOR AGREEMENT BETWEEN  
VILLAGE OF CHESTER  
AND  
VILLAGE OF CHESTER POLICEMEN'S BENEVOLENT ASSOCIATION**

**Preamble**

This labor agreement made and entered into this            day of            , 2001 by the Village of Chester in Orange County, New York (hereinafter referred to as "Employer") and the Village of Chester Policemen's Benevolent Association (hereinafter referred to as "PBA").

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperative relationship between Employer and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. To promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees Fair Employment Act.

**Article 1 - Recognition and Application of Contract**

**1.1 Collective Bargaining Unit**

The Village of Chester recognizes the Village of Chester Policemen's Benevolent Association as the sole and exclusive bargaining agent and representative for all police officers employed by the Village of Chester, excluding the Chief of Police.

**1.2 Application of Contract**

This contract shall apply to the police officers within the bargaining unit as defined in Section 1.1 above.

**Article 2 - Obligation of the PBA**

2.1 The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. The Employer agrees that there shall be no lockout of employees and the PBA agrees that it shall not cause or sanction, either directly or indirectly, any strike or other stoppage or slowing down of work during the life of this Agreement, so long as the Village is not in default of any term and condition of employment.

## **Article 3 - Collection of Dues and Agency Shop Fee Deduction**

### **3.1 Membership Dues**

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

### **3.2 Agency Shop Fee Deduction**

Effective with the signing of this Agreement, the Employer agrees to deduct from the wages of an employee who is not a member of the PBA, but who is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund, to any employee demanding the return thereof, of any part of such Agency Shop Fee which represents the employee's pro-rata share of expenditures by the PBA in aid of activities or causes unrelated, or only incidentally related, to terms and conditions of employment. The PBA agrees to indemnify, defend and hold harmless the Employer from and against any and all loss, cost, damage and expense, including attorney fees, arising out of or in connection with the deduction of such Agency Shop Fee.

## **Article 4 - PBA Rights and Responsibilities**

### **4.1 PBA Officers**

The PBA shall forward to the Employer a list of the names and titles of its officers and representatives, plus changes as they occur.

### **4.2 PBA Bulletin Board**

There shall be a designated bulletin board, or a reasonable section thereof, for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the requirements as stated herein.

### **4.3 PBA Time**

The parties agree that there shall be no unreasonable union activity on Village time. However, such union activity must be authorized in advance by the Chief of Police or designated representative. Authorization shall not be unreasonably withheld. The parties agree that activities of official PBA representatives, as listed in paragraph 4.1, shall be carried out in a manner that will not interfere with normal work functions.

The PBA President shall be granted time off to attend, administer or represent an employee or PBA at all stages of the Grievance Procedure, Disciplinary Proceedings, Negotiations, Improper Practice Charge Conferences or Hearings as well as attending any Labor Management conference with the Employer concerning this contract, without charge against any paid leave accrual.

#### 4.4 Discrimination

No employee designated pursuant to this Article shall be discriminated against in any way by the Employer on account of work performed on behalf of the PBA and its unit members.

#### 4.5 Labor/Management

Authorized spokespersons for the Employer and PBA, shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Mayor or designated representative or PBA President or designated representative at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article 13 - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties, shall be reduced to writing and signed by an authorized representative of each party.

### **Article 5 - Workday and Work Schedule**

#### 5.1 Workday

The workday for full time employees shall be eight (8) hours within the scheduled shift tour as set forth in this Article.

The workday for part time employees is at the discretion of the Employer and is not subject to the scheduled shift tour as set forth in this Article. Part time employees may be scheduled by the Employer for less than eight (8) hours per shift.

All part time employees shall be required to provide to the Chief of Police or his designee, in writing, their availability for work on or before the 15th day of every calendar month, for the ensuing month. Seniority shall prevail among part time employees whose availability for work is the same, based upon the staffing requirement

established by the Chief of Police or his designee. In the event availability is submitted by an employee after the 15th of a calendar month, that employee shall be placed on the work schedule on a first-come, first-serve basis and shall have no right to bump any other part time employee who has submitted his/her availability as set forth herein, regardless of seniority. However, in the event more than one part time employee shall submit availability after the 15th of the month, seniority shall prevail among those employees only.

## 5.2 Work Schedule

The work schedule for full time employees shall consist of five (5) days on and two (2) days off as set forth herein and shall not exceed forty (40) hours in any seven (7) consecutive day period, except in an emergency as defined by statute.

## 5.3 Shift Assignment

All full time employees shall bid for shift assignments every three (3) calendar months. All bids shall be awarded on the basis of seniority and shall become effective on the first (1st) day of the month following the bidding period. The number of bids for each tour will be determined by the staffing requirements for the Chief of Police. In the event there are no or insufficient bids to a specific tour of duty, then a unit member shall be assigned, based upon the inverse order of seniority by the Chief of Police. There shall be three (3) shifts in any one (1) calendar day:

"A" Line - 11:00 p.m. to 7:00 a.m. (1<sup>st</sup> shift of the day)

"B" Line - 7:00 a.m. to 3:00 p.m. (2<sup>nd</sup> shift of the day)

"C" Line - 3:00 p.m. to 11:00 p.m. (3<sup>rd</sup> shift of the day)

In addition to the three (3) shifts set forth above, there shall be two (2) additional shifts for any Sergeant designated by the Department. The shifts shall be as follows:

"D" Line - 6:00 p.m. to 2:00 a.m.

"E" Line - 10:00 a.m. to 6:00 p.m.

In the event there are not sufficient Sergeant positions to fill the "D" and "E" lines, then a full time employee may bid the available line(s) on a temporary basis, until such time as there shall be sufficient Sergeant positions filled. In that event, the affected unit member shall be replaced and shall then be assigned to one (1) of the three (3) shifts set forth above.

When a full time employee is newly hired by the Employer, he/she will undergo a period of training. The training will consist of rotating among the shifts noted above, with Sunday and Monday as his/her assigned days off during the training period. The Chief of Police will designate the initial shift line for the new hire, who will then rotate among the next shift line as set forth below.



If the new hire is an experienced officer (defined as one full year of experience after completion of police academy training), the training schedule will be one week per shift line, for a total of three weeks. If the Chief of Police determines that more training is required, the Chief of Police may require up to an additional three weeks of training following the same rotation schedule.

If the new hire is not an experienced officer, the training schedule will be four weeks per shift line, for a total of 12 weeks. However, if, at the conclusion of the 12 weeks, the Chief of Police determines that more training is required, the Chief of Police may require up to an additional 8 weeks of training, consisting of two weeks per shift line.

Notwithstanding the above training schedule, the Chief of Police may cease training at any time or forego training when, based upon performance and/or experience, the new hire has demonstrated that he/she is adequately trained.

#### 5.4 Chart Days

Effective June 1st of each year, all full time employees shall be credited with six (6) administrative (or "chart") days off each fiscal year. Such chart days, or a part thereof, shall be subject to the approval of the Chief of Police. No chart days may be accumulated or carried over to the next fiscal year. If any full time employee begins his/her full time employment after June 1st of a fiscal year, he/she shall be entitled to the following chart days based upon the date full time employment commences:

June 1 through August 31	6 chart days
September 1 through November 30	5 chart days
December 1 through February 28/29	3 chart days
March 1 through May 31	2 chart days

If, on account of a re-assignment to a different shift at the end of a quarterly shift assignment, an employee shall work more than a single shift in a 24-hour period, the employee shall receive overtime pay for the hours worked in excess of eight in such 24-hour period, but the employee shall forfeit one (1) chart day in such event.

If, on account of a re-assignment to a different shift at the end of a quarterly shift assignment, an employee shall work fewer hours than ten full shifts in a pay period, such employee shall be required to use a chart day or other available contractual leave day (except sick day) so as to be paid for ten full shifts for such pay period.

### Article 6 - Overtime and Call in Pay

#### 6.1 Overtime Payment and Compensation

Work for all employees in excess of eight (8) hours a day or forty (40) hours in any work week shall be considered overtime. No part-time employee shall be scheduled to work for more than 8 hours in any work day.

Overtime shall be authorized in advance by the Chief of Police or an acting Chief of Police designated by the Employer. An employee shall work overtime when so required. Overtime assignments to full time employees shall be made on an equitable basis, subject to availability. Nothing herein shall prevent the Chief of Police from using part-time employees first for purposes of fulfilling overtime requirements.

The Employer agree to pay overtime to all unit members at the rate of one and one half (1 1/2) times the employee's applicable hourly rate, inclusive of longevity, if applicable. Overtime shall be calculated and paid in one-quarter (1/4) hour increments as follows:

- 1 through 15 minutes - one-quarter (1/4) hour
- 16 through 30 minutes - one-half (1/2) hour
- 31 through 45 minutes - three-quarter (3/4) hour
- 46 through 60 minutes - one (1) hour

Overtime shall be paid in cash or in compensatory time off, at the option of employee. The accumulation and use of compensatory time off shall be in accordance with the Fair Labor Standards Act (FLSA). At the end of each fiscal year, all accumulated compensatory time shall be paid to each employee.

To the extent permitted by law, in order to provide the most opportunity for in-service training for employees, employees attending training courses will be paid at their straight hourly rate. An employee's schedule may also be adjusted temporarily to accommodate in-service training courses upon request of the employee and approval by the Chief of Police.

## 6.2 Call in Pay

Any employee who is called in and reports to work before or after the employee's regularly scheduled day of work, shall be guaranteed a minimum of three (3) hours of overtime pay to be compensated as provided for in this Article. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift, or to more than one (1) Call In during any eight (8) hour period.

This guarantee shall also apply to a Call In on an employee's day of rest (pass day) or on a holiday enumerated in Article 7.3 - Holidays when the affected employee is not scheduled to work.

## Article 7 - Leaves With Pay

### 7.1 Vacations

An annual vacation with pay shall be granted to all full time employees in accordance with the following schedule:

Completed Years of Service in This Department	Vacation Hours Credited
1 through 3 years	80 Hours (10 work days)
4 through 9 years	120 Hours (15 work days)
10 through 15 years	160 Hours (20 work days)
16 Years and Above	200 Hours (25 work days)

The Chief of Police shall establish the vacation schedule of the department for each year, at which time the employees shall select vacation on the basis of seniority for the year in which it is to be taken. All full time employees shall select vacations in blocks of five (5) days. In the event an employee does not select a continuous block of five (5) days, that employee shall not be entitled to seniority preference.

All full time employees shall be entitled to accumulate and carry over from year to year, a maximum of eighty (80) hours of vacation. An employee shall be entitled to have the Employer buy back up to forty (40) hours of vacation at any time during the year.

Vacation leave shall be granted, and may be used in units of four (4) hours or multiples thereof, but shall not have preference to vacation blocks as set forth above.

In the event of separation of any full time employee from service, 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.

When a Holiday enumerated in that Section falls on a scheduled day of vacation of an employee, the employee shall not be charged a day of vacation for that Holiday.

All vacations shall be requested no later than the April 1st preceding the start of the fiscal year, and shall be scheduled (if not by then already used) no later than June 1 of the fiscal year.

Any vacations not requested by April 1st preceding the start of the fiscal year (1) shall be subject to availability in accordance with the vacation schedule of the Chief of Police, (2) shall not be required to be scheduled on the basis of seniority, and (3) must be requested at least 30 days in advance. There shall be no changes or exchanges of vacation time without the permission of the Chief of Police.

## 7.2 Sick Leave

Effective June 1st of each year, all full time employees shall be credited with eight (8) hours of sick leave on the first (1st) day of each calendar month.

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 normal and 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.

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

The employee is responsible for notifying the Department, each time sick leave is to be taken. The employee shall provide maximum notice to the Department under the circumstances or no sick leave shall be granted.

Upon absences of more than three (3) consecutive working days because of illness or disability which is not related to injury, illness or disability on the job, the Chief of Police may require that a physician's certificate be furnished substantiating the employee's claim of illness or disability.

The Chief of Police may require employees who have been on sick leave, prior to and as a condition of their return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer to establish that the employee(s) are able to perform their normal duties and that their return to work will not jeopardize their own health and safety or the health and safety of other employees.

Unused sick leave credits may be accumulated up to a maximum of one thousand forty (1,040) hours (130 days).

Employees who retire from this Department shall be reimbursed for up to fifty percent (50%) of all unused accumulated sick leave.

### 7.3 Holidays

a. "Holidays", for purposes of this agreement, are as follows: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving and Christmas.

b. Full time officers working on any Holiday shall be paid at 2.5 times (2.5X) their regular straight time rate of pay for the shift or part of shift occurring on any such Holiday. Full time officers who are off (pass day) on any Holiday shall be paid eight (8) hours of straight time pay in their next payroll check.

c. Part time officers who work on any of the following Holidays, or any part thereof, shall be paid at one and one-half times (1.5X) their regular straight time rate of pay:

- |                                       |                      |
|---------------------------------------|----------------------|
| 1. New Year's Day                     | 7. Labor Day         |
| 2. Martin Luther King, Jr.'s Birthday | 8. Columbus Day      |
| 3. Washington's Birthday              | 9. Election Day      |
| 4. Lincoln's Birthday                 | 10. Veteran's Day    |
| 5. Memorial Day                       | 11. Thanksgiving Day |
| 6. Independence Day                   | 12. Christmas Day    |

#### 7.4 Personal Leave

Effective June 1st of each year, all full time employees shall be credited with twenty-four (24) hours (3 days) of personal leave. Affected employees who enter service after June 1st of each year, shall be credited with six (6) hours of personal leave for each full quarter remaining in that fiscal year (i.e., September 15th, 18 hours).

Personal leave is leave with pay for personal business, including religious observances, which requires the employee to be absent from work.

Personal leave shall not be charged against any other paid leave credits.

Personal leave is granted with the approval of the Chief of Police or designated representative and either individual shall exercise a liberal policy in the approval of the request(s).

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

Any unused personal leave credits at the end of each fiscal year shall be transferred and credited to the employee's accumulated sick leave as provided in Section 7.2 herein.

Any unused personal leave credits shall not be compensated for in the event of separation of an employee from the Employer.

#### 7.5 Bereavement Leave

In the event of a death within the employee's immediate family as defined herein, the full time employee shall be granted twenty-four (24) work hours (3 work days), per occurrence, without charge to any other paid leave credits or accruals. The immediate family is defined to mean: spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, son-in-law and daughter-in-law.

In the event additional bereavement leave may be required concerning the death of an immediate family member as defined above, the affected employee shall make the request to the Chief of Police for review, consideration and final determination.

#### 7.6 Military Leave and Other Leave Required by Law

The Employer shall grant any military leave of absence or other leave as required by law.

#### 7.7 Jury Duty Leave

In the event a full time employee is summoned to appear for any jury duty service for a period during which the full time employee is scheduled to work, the employee shall notify the Chief of Police as soon as practicable after receipt of notice.

Full time employees are required to use the night before call-in system, if available, to persons summoned for jury duty service so as to minimize the employee's absence from work. Said system is not currently available for Grand Jury in Orange County.

Each full time unit member shall be credited with up to eighty (80) hours per calendar year with pay, to use for attendance at jury duty, or for time taken off on tours of duty before or after when jury duty is served. (Such leave shall hereinafter be referred to as "jury duty leave"). Said time shall be used in at least one (1) hour increments and at the discretion of the employee.

No jury duty leave may be used when a PBA member is required to attend jury duty at a Justice or City Court unless such jury duty or travel to or from the court actually interferes with a scheduled tour of duty.

All fees paid to the employee for jury duty service shall be endorsed over to the Village. However, any mileage, tolls and/or parking reimbursements for appearing at jury duty shall be retained by the employee.

If any employee exhausts his/her annual jury duty leave or if, in the Village's opinion, the right to jury duty leave is abused, the parties shall reopen negotiations in regard to this matter.

Upon the expiration of the eighty (80) hours, the employee may use personal leave, vacation leave or chart days, if available.

### **Article 8 - Uniforms and Equipment**

#### 8.1 Initial Uniform and Equipment

Upon hire, all employees shall receive, and all current officers acknowledge receipt heretofore of, an initial uniform and equipment allotment as set forth in Schedule "A" attached hereto and made a part of this Agreement at no cost to the employee. In the event the Employer or Chief of Police require additional uniforms and/or equipment as set forth in Schedule "A", the Employer shall provide, at no cost to the employee, those articles. The Employer shall replace all uniforms and equipment based on a normal wear and tear basis, not due to an officer's negligence, up to \$550 per year for a full time

officer and \$275 per year for a part-time officer. Replacement of equipment or uniform parts shall be made without expense to the employee whenever the Chief of Police determines that extraordinary damage has been done to same in the line of duty without fault of the employee. Any portion of the uniform allowance not used in a year may, with the approval of the Chief of Police, be spent on additional clothing (but not more than \$200 in a year), it being understood that any such uniform parts or equipment shall be and remain the property of the Village.

The Employer will provide two uniform cleanings per week for a full time officer and one per week for a part-time officer. The Employer will provide one Jacket cleaning per month.

Any officer who is issued an initial uniform and equipment allotment and who becomes separated from the Department within one (1) year shall compensate the Employer for the cost of his or her uniforms.

## 8.2 Personal Property

In the event an employee suffers a loss of any personal property during the course of any arrest or other incidents, they shall be reimbursed up to a maximum of \$100.00 for each occurrence.

## Article 9 - Insurance

### 9.1 Health Insurance

The Employer agrees to pay 100% of the premium or cost for the full time employee and dependents for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan.

Upon retirement, the Employer agrees to pay 100% of the premium or cost for full time employees and dependents, for coverage under the Core Plus Medical and Psychiatric Enhancements as described in the New York Insurance Plan.

To the extent available, an HMO option shall be offered to employees and dependents at a cost no greater than otherwise provided herein.

### 9.2 Dental Plan

The Employer agrees to pay 100% of the premium or cost for full time employees and dependents, for coverage under a plan mutually agreed upon by the parties.

### 9.3 Life Insurance

The Employer agrees to provide and pay 100% of the premium or cost for the full time employee, a term life insurance policy in the amount of \$50,000.00. In the event

that the full time employee seeks to include dependent coverage, the employee shall be responsible for the cost of that coverage.

The Employer agrees to provide and pay 100% of the premium or cost for the part-time employee a term life insurance policy in the amount of \$20,000.00. In the event the part-time employee seeks to include dependent coverage, the employee shall be responsible for the cost of that coverage.

#### **Article 10 - Retirement**

10.1 The Employer agrees to provide the Non-Contributory Twenty (20) Year Career Plan under Section 384-d of the New York State Policemen's and Firemen's Retirement System.

#### **Article 11 - Seniority**

11.1 Seniority for all full time employees shall commence on the date of hire with the Employer.

Seniority shall be applicable in the request by the employee with equal rank or position for vacation and holidays. The Employer may use part-time officers first for the purposes of overtime, and thereafter full time officers by availability based on seniority of an open tour.

#### **Article 12 - Disciplinary Procedure**

12.1 The disciplinary procedure prescribed herein, shall be available to all employees as an alternative to Section 75 and/or 76 of the Civil Service Law. An employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law or arbitration as described herein but not both alternative procedures to grieve such disciplinary action.

12.2 In the event the Employer see fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrants disciplinary action and the proposed sanction(s) shall be specifically contained in the notice of discipline.

The PBA shall be provided a copy of the notice of discipline at the same time as the affected employee(s).

The notice of discipline shall be accompanied by a written statement that:  
"An employee served with a notice of discipline has the right to object by filing a response within fifteen (15) calendar days or by exercising his/her rights under Section 75 and/or 76 of the Civil Service Law."



"In the event the employee does object, then he/she must file a written notice of his/her choice of procedure, subject to the provisions stated above with the Employer and PBA not later than fifteen (15) calendar days after receiving the notice of discipline."

"The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage."

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

"In no event, however, shall an employee who has been served with a notice of discipline be suspended without pay for more than thirty (30) calendar days."

12.3 An employee may grieve a notice of discipline at Step 2 of the Grievance Procedure prescribed in Article 13 hereof, by requesting a meeting with the Chief of Police as prescribed therein, no later than fifteen (15) calendar days after receiving the notice of discipline. The meeting, at which the employee and/or representative may attend, shall be conducted at a mutually convenient date to the parties, but in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Chief of Police shall render a written decision no later than five (5) calendar days after such meeting.

12.4 An employee may appeal the Chief of Police's decision by filing a notice with the Mayor and Trustees no later than fifteen (15) calendar days after receipt of the decision of the Chief of Police. The Mayor and Trustees shall hear the grievance of the employee within fifteen (15) calendar days of such notice and shall render their written determination within ten (10) calendar days thereafter. Within fifteen (15) calendar days after the employee receives the determination of the Mayor and Trustees, the employee may demand independent arbitration by filing a notice with the Employer. The Employer shall file for arbitration with the American Arbitration Association (AAA) within five (5) calendar days after receiving the employee's notice of appeal.

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

12.6 The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may

approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

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

12.8 In the event arbitration is invoked, the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association (AAA) and the hearing shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association (AAA).

12.9 All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the employee or PBA in the event the PBA is requested to provide representation. In the event termination is sought by the Employer, the hearing shall have a transcribed record at no cost to the employee or PBA.

### **Article 13 - Grievance Procedure**

#### **Section 1 - Definitions**

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

1. Employee - shall mean any person or persons covered by the terms of this collective bargaining agreement.
2. Grievant - shall mean employee, groups of employees, or the PBA acting on behalf of same, alleging to have a grievance.
3. Grievance - shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement, laws, rules, procedures, regulations, administrative orders, work rule or any other term and condition of employment which relate to but are not limited to employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

#### **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.

2. Written responses required from the grievant hereunder shall first be submitted to the Chief of Police; written responses required of the Chief of Police hereunder shall be submitted to the employee involved and the PBA.
3. No grievance shall be filed later than ninety (90) calendar days after the date on which the act or omission giving rise to the grievance occurred.
4. Each grievance shall contain a short, plain statement of the grievance and specific references to the Article and Section of this agreement or term and condition which the employee or PBA claims to have been violated.
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 employee and/or PBA, as the case may be, enter into a signed stipulation of settlement setting forth the terms resolving the grievance. Settlement of a grievance by mutual agreement between an employee and the Employer without participation or signature of the PBA shall not constitute precedent in other and future cases.
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 ninety (90) calendar days prior to the date that the grievance was first presented in accordance with this Article.
7. Failure by the Employer to meet the various time requirements specified herein shall result in advancing a 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 the 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) calendar day after receipt of the grievance.

#### Step 2: Mayor and Trustees

If the employee and/or the PBA, as the case may be, is unsatisfied with the decision of the Chief of Police, such party may, within five (5) calendar days request a hearing by the Mayor and Trustees of Employer who will hear the grievant within fifteen (15) calendar days of such request and render a decision within five (5) days of such hearing.

### 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 American Arbitration Association (AAA) within thirty (30) calendar days from receipt of the Step 2 decision, with a copy provided to the Employer. The parties shall select an arbitrator in accordance with the rules and procedures of the American Arbitration Association in effect at that time.

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 which 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 14 - General Provisions**

14.1 The Employer agrees to print and furnish each of its employees one (1) copy of this agreement, for which they will sign for as received. New employees shall also be provided a copy of this agreement upon hiring.

14.2 The Employer and the PBA agree that there shall be no discrimination with regard to employment, promotions and job opportunities in violation of the terms of this agreement or opportunities in violation of the terms of this agreement or applicable law and/or procedures because of PBA membership, race, color, creed, sex, age, national origin, marital status, political affiliation or physical disability. However, if an employee or the PBA believes the Employer is in violation of this provision, the employee or the PBA may invoke the remedies provided herein through the Article 13 - Grievance Procedure, except that any violation of law may only be invoked by the remedies provided by law.

14.3 Information regarding the balance of all accruals shall be provided to each employee quarterly.

14.4 An employee required and authorized to use his/her personal car for Employer use, shall be reimbursed, via a separate check, at the Internal Revenue Service (IRS) approved rate per mile.

14.5 An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, upon five (5) calendar days' notice. No complaint, report, memoranda or material, except pre-

employment material and normal payroll and attendance records, shall be placed into an employee's personnel file until such time as the employee had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the items reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 13 - Grievance Procedure.

14.6 Each full time and part time employee shall be entitled to a maximum of \$250.00 and \$125.00, respectively, not to exceed \$500.00 and \$250.00 respectively. The amounts set forth herein can be paid in a single semester or in any twelve month period, for tuition and material reimbursement for all courses passed pertaining to obtaining an Associate's or Bachelor's degree in the police or criminal justice field. Such employee shall be required to obtain the approval of the course of study by the Chief of Police, to provide proof of payment of tuition and material costs, as well as a passing grade to the Employer, before payment is made to the employee.

14.7 All management functions, rights, power and authority whether heretofore or hereafter exercised shall remain vested exclusively in the Village. It is expressly recognized that these functions include, but are not limited to:

- 1) Full and exclusive control of the management and operation of the Police Department.
- 2) Direct supervision of the working force.
- 3) Scheduling of work and methods of staffing, except that a full time employee's posted schedule shall not be altered by the Employer except upon thirty (30) days notice of such change. Notwithstanding the foregoing, the Chief of Police may change an employee's work schedule on fifteen (15) days notice in order to address situations where another employee is on extended sick or accident leave, and the Village recognizes its obligation to negotiate the impact of any such change if the PBA so demands.
- 4) The right to introduce new and improved methods or facilities.
- 5) The right to hire, promote, transfer and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees.
- 6) The reduction or increase of the working force and work assignments.
- 7) The right to abolish or change existing jobs, including the right to establish new jobs.

8) The right to formulate any reasonable rules and regulations.

14.8 The Disability and Injury procedures set forth in Appendix B to this Agreement are a part of this Agreement as though set forth at length herein.

## Article 15 - Wages

### 15.1 Full Time Base Wage

Effective with the dates as set forth herein, the full time employee Base Wage shall be:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
1	Starting	\$35.873	\$37.308	\$38.800
	After 6 months	\$37.097	\$38.581	\$40.124
2	After 1 year	\$38.582	\$40.125	\$41.730
3	After 2 years	\$40.124	\$41.729	\$43.398
4	After 3 years	\$41.729	\$43.398	\$45.134
5	After 4 years	\$43.398	\$45.134	\$46.939
6	After 5 years	\$46.725	\$48.594	\$50.538
	Sergeant	\$51.398*	\$53.453*	\$55.592*

Detective rate of pay shall be in the amount of above schedule rate of pay plus \$1.500.

\* The Sergeant shall be paid a 10% differential over and above the After 5 Years Base Wage.

### 15.2 Part Time Hourly Wage

Effective with the dates as set forth herein, the part time hourly wage shall be:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
1	Starting through 1 <sup>st</sup>	\$13.66	\$14.21	\$14.78
2	Beginning 2 <sup>nd</sup> through 3 <sup>rd</sup>	\$14.38	\$14.96	\$15.56
3	Beginning 4 <sup>th</sup> through 5 <sup>th</sup>	\$15.10	\$15.70	\$16.33
4	Beginning 6 <sup>th</sup> through 7 <sup>th</sup>	\$15.81	\$16.44	\$17.10
5	Beginning 8 <sup>th</sup> and over	\$16.52	\$17.18	\$17.87

### 15.3 Longevity

The full time employee's longevity shall be:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
7	Starting 10 <sup>th</sup> through 14 <sup>th</sup>	\$1,869.00	\$1,944.00	\$2,022.00
8	Starting 15 <sup>th</sup> through 19 <sup>th</sup>	\$1,944.00	\$2,022.00	\$2,102.00
9	Starting 20 <sup>th</sup> and above	\$2,022.00	\$2,102.00	\$2,186.00

The above Longevity amounts are cumulative from Step to Step (i.e., as of 6/1/01, an employee starting their 15<sup>th</sup> year of service shall be paid \$3,813.00 and \$5,835.00 starting their 20<sup>th</sup> year of service).

Longevity shall be added to the Base Wage, paid in equal installments per payroll period, and calculated into the computation for overtime.

- \* The following example illustrates the parties' intent of paying full-time employees Base Wage and Longevity in a fiscal year per bi-weekly payroll period. The number of payroll periods may be 26 or 27. The illustration uses 26. An employee shall be paid his/her longevity in the payroll period in which their anniversary date occurs. For example:

Base Wage Step 6 - 6/1/01	=	\$46,725.00	
Bi-weekly	=		\$1,797.12
Longevity Step 7 - 8/15/01	=	\$ 1,869.00	
Bi-weekly	=		\$ 71.88
		-----	-----
Total	=	\$48,594.00	
Bi-weekly	=		\$1,869.00

### Article 16 - Bill of Rights

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

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

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

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

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

1. The interrogation of a unit member shall be at a reasonable hour, preferably when the unit member is on duty, unless the exigencies of the investigation dictate otherwise. When practical, interrogations should be scheduled for the daytime.

2. The interrogation shall take place at a location designated by the investigating officer.

3. The unit member shall be informed of the rank and name of the interrogating officer in charge of the investigation and all persons present during the interrogation. If a unit member is directed to leave his/her post or assignment and report for interrogation to another post or assignment, his/her superior shall be promptly notified of his/her whereabouts by the affected unit member.

4. The unit member shall be informed of the nature of the investigation before interrogation commences, including the name of the complainant. The address of the complainant and/or witnesses need not be disclosed. However, sufficient information reasonably calculated to apprise the unit member of the allegations shall be provided. If it is known that the member of the force being interrogated is a witness only, he/she should be so informed at the initial contact.

5. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall be also provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

6. The complete interrogation of the unit member shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except at the request of the accused. All recesses called during the questioning shall be recorded.



7. If a unit member is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given rights pursuant to the Miranda decision.

8. In all other cases, the law imposes no obligations, legal or otherwise, on the Department or outside agency conducting the investigation to provide an opportunity for a unit member to consult with counsel or anyone else when questioned about his/her employment or matters relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining high morale of the force, the Department shall afford full opportunity for any unit member, if he/she so requests, to consult with counsel before being interrogated, concerning the violation of the rules and regulations, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for the purposes of counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, and/or a representative of the PBA, may be present during the interrogation of the unit member, provided the unit member requests such presence and provided the investigating officer agrees that such presence shall not interfere with the progress of the investigation.

9. All unit members shall be notified of any charge or complaint made against him/her, the nature of the complaint and the name of the complainant within a reasonable time, provided that the withholding of such information is not required for law enforcement purposes.

10. The aforementioned guidelines shall be observed by all superior officers or any other official of any other department or agency conducting investigations of alleged actions of any unit member.

#### **Article 17 - Separability**

17.1 In the event that any provision of the collective bargaining agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any other provisions of this Agreement, it being the express intent of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

In that event, the parties shall meet and negotiate the impact of the provision(s) of this Agreement that were declared invalid.

**Article 18 - Mandated Provisions of Law**


"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**Article 19 - Duration**

19.1 This Agreement shall be effective June 1, 2001 through May 31, 2004.

19.2 In the event this Agreement expires and there has been no successor Agreement negotiated or compulsory interest arbitration award written, all terms and conditions shall remain in full force and effect until such time as the parties negotiate a collective bargaining agreement or compulsory interest arbitration award alters any of the terms and conditions of employment.

FOR THE VILLAGE OF CHESTER

  
\_\_\_\_\_  
Sue Behren, Mayor

Date: 6-29-01

FOR THE VILLAGE OF CHESTER  
POLICEMEN'S BENEVOLENT  
ASSOCIATION

  
\_\_\_\_\_  
Anthony Vicaretti, President

Date: 6-29-01

## SCHEDULE A

### Full Time Officers

- 4 long sleeve shirts
- 4 short sleeve shirts
- 4 pair of all season pants
- 1 Ike type jacket Spring/Fall
- 2 clip on ties
- 1 prowler type winter coat
- 1 raincoat
- 1 LAPD style hat w/shield
- 1 rain cover for hat
- 1 pair of boots or shoes
- 1 garrison belt
- 1 bulletproof vest
- 10 Village of Chester patches
- 10 U.S. Flags
- 2 name tags
- 1 set of collar brass
- 2 police breast shields
- 1 weapon and holster
- 1 gun belt
- 1 ammo/handcuff case
- 1 set of handcuffs w/key
- 1 nightstick w/holder
- 4 belt keepers

### Part Time Officers

- 2 long sleeve shirts
- 2 short sleeve shirts
- 4 pair of all season pants
- 1 Ike type jacket Spring/Fall
- 1 clip on tie
- 1 prowler type winter coat
- 1 raincoat (if available)
- 1 LAPD style hat w/shield
- 1 rain cover for hat
- 1 bulletproof vest
- 6 Village of Chester patches
- 6 U.S. Flags
- 2 name tags
- 1 set of collar brass
- 2 police breast shields
- 1 weapon and holster  
(if available)
- 1 gun belt (if available)
- 1 ammo/handcuff case  
(if available)
- 1 set of handcuffs w/key  
(if available)
- 1 nightstick w/holder  
(if available)
- 4 belt keepers

## APPENDIX B

### General Municipal Law Section 207-c Procedure

#### Section 1

This policy is intended to provide a procedure to regulate both the application for and the award of benefits under section 207-c of the General Municipal Law (GML). This policy is not intended to limit or eliminate any additional requirements or benefits regarding section 207-c set forth in the statute or case law, or the Department's rules and regulations.

#### Section 2

A member shall notify the Officer on Duty as soon as practicable of any injury in the performance of his/her duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. Said injury or sickness which renders a member unable to perform his/her duties shall hereafter be referred to for purposes of this procedure as GML 207-c disability.

#### Section 3

Application for GML 207-c benefits for a member of the Department may be made by the member, the Chief, the Chief's designee, or some other person acting on behalf of and authorized by such member.

#### Section 4

An application shall be deemed "untimely" unless it is received by the Chief within ten (10) days after the date of the disability injury or sickness or within ten (10) days after the member discovers, or should have discovered, the disabling injury or sickness. An untimely filing shall not be a bar to the receipt of GML 207-c benefits from the date of filing of the application unless the Village is prejudiced by the untimely filing. The Chief may, in his discretion, excuse the failure to file the application within the ten (10) day period upon a showing of good cause, such as in cases where the member is hospitalized and unable to submit an application.

#### Section 5

The application must be made in writing on the form provided by the Chief. A sample copy of the form is attached to this procedure.

## Section 6

After the filing of said application, the applicant shall submit to one or more medical examinations as may be directed by the Chief. The cost of medical examinations directed by the Chief shall be at the expense of the Village.

## Section 7

The Chief shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-c. He shall immediately inquire into the facts of each application, and to that end shall have full authority and power to: (1) employ experts and specialists; (2) require the attendance of the applicant and all other witnesses for testimony at reasonable times and upon reasonable notice; (3) require the applicant to sign forms for release of medical information with respect to the applicant; (4) require the production of all books, papers, documents and other records pertaining to such injury; (5) do all that may be reasonably necessary or advisable as provided by GML 207-c in the processing of such application. If a member is working and is required to attend a meeting with the Chief at a time other than during the member's regularly scheduled tour hours, the member shall be paid for his/her time at the meeting with the Chief in accordance with the terms of the contract.

## Section 8

Pending the determination of an application, time off taken by the applicant and alleged to be attributable to the injury or sickness which gave rise to the claim of disability, shall be charged to sick leave, or other contractual leave, if no sick leave is available or if sick leave has been exhausted.

## Section 9

The Chief shall render a written decision on the application for benefits within ten (10) days after receipt of all necessary information as indicated in Section 7 above. A copy of the decision shall be sent to the applicant and his/her representative, if any, designated by the applicant. If the Chief does not render a decision within the ten (10) day period, the applicant may proceed to the next step of this procedure.

## Section 10

If the decision is that the applicant is eligible for disability benefits under GML 207-c, then the applicant shall be so categorized and pursuant thereto shall have, retroactively, his/her status changed from sick leave to injury leave. Such injury leave benefits shall continue so long as the applicant remains eligibly disabled or until such time as otherwise provided by law.

### Section 11

If the decision of the Chief is that the applicant is not eligible for such injury leave benefits, then at any time within ten (10) days after receipt of such decision, the applicant or his/her representative may serve a written demand on the Village Mayor for a hearing and further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application and a hearing is needed.

### Section 12

In connection with the proceeding herein, a hearing officer shall be appointed by the Village Mayor or his/her designee. The hearing officer shall not be an employee of the Village. Prior to the commencement of the hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the hearing officer. A copy of the record of the proceeding shall be furnished to the applicant or his/her representative without charge. After the hearing, the hearing officer shall submit his/her recommendation to the Village Mayor or his/her designee within thirty (30) days, setting forth the basis for such recommendation. A copy of the recommendation shall be mailed to the applicant and his/her representative, if any. The Village Mayor or his/her designee shall make a written decision within ten (10) days of receiving the hearing officer's recommendation. Such decision shall be subject to review only as provided in Article 78 of the CPLR and not pursuant to Article 75 of the CPLR.

### Section 13

An individual who is receiving benefits under GML 207-c shall not engage in outside employment inconsistent with his/her injury or illness or which interferes with his/her medical treatment or rehabilitation.

## REVIEW OF DISABILITY

### Section 14

- (a) The Chief may periodically review cases of members receiving injury leave benefits for the purpose of determining whether the individual continues to be entitled to disability benefits, and in furtherance thereof, may take such action as is appropriate under the law.
- (b) An individual who is receiving benefits under GML 207-c shall immediately notify the Chief of a change in condition which enables him/her to return to normal duty or render him/her available for light duty assignment. Failure to so notify the Chief shall constitute grounds for terminating benefits under GML 207-c and/or for disciplinary action.

- (c) When in the opinion of the individual's own doctor, or a physician appointed for that purpose by the Village, a member on injury leave is able to perform light duty, the Chief shall order the member to report for such available light duty at a specified date and time by mailing said notice to the member at the address provided in the application.

#### Section 15

If an individual receiving GML 207-c benefits refuses or fails to appear for available light duty assignment, contrary to the Chief's orders, payment of the full amount of his/her regular salary or wages shall be discontinued as of the date specified in said order for the individual to return to work. The discontinuation of GML 207-c benefits shall be subject to review as provided in Section 17 of this procedure.

#### Section 16

If the Chief finds reasonable grounds to believe that a recipient of GML 207-c benefits is no longer or was never eligible for GML 207-c benefits, the Chief shall notify the recipient of the intention to terminate said benefits, the reasons therefor and the effective date of the termination of GML 207-c benefits. Said notice of termination shall be served by mail.

#### Section 17

If the individual disagrees with the decision to discontinue or terminate GML 207-c benefits, he/she may serve upon the Village Mayor, within ten (10) days after the mailing of the Chief's notice, a written appeal and demand for a hearing to review the determination, specifying the basis for the demand. After the service of such demand, the Village Mayor shall appoint a hearing officer who shall forthwith schedule and hold a hearing upon such appeal at which time the individual may be represented. Upon such hearing, the Village shall have the burden of proof by a preponderance of the evidence that such individual is no longer or has never been eligible for GML 207-c benefits. Prior to the commencement of the hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the hearing officer. A copy of the record of the proceeding shall be furnished to the applicant or his/her representative without charge. After the hearing, the hearing officer shall submit his/her recommendation to the Village Mayor or his/her designee within thirty (30) days, setting forth the basis for such recommendation. A copy of the recommendation shall be mailed to the applicant and his/her representative, if any, as designated by the applicant. The Village Mayor or his/her designee shall make a written decision within ten (10) days of receiving the hearing officer's recommendation. Such decision shall be subject to review only as provided in Article 78 of the CPLR and not pursuant to Article 75 of the CPLR.

### Section 18

Consistent with the provisions of GML 207-c, the Chief shall have the right to apply for an accidental disability retirement pension and for line of duty disability retirement pension benefits from New York State under the Retirement and Social Security Law, notwithstanding the applicant's failure or refusal to do so.

### Section 19

Any claim of violation, misapplication, or misinterpretation of the terms of this procedure may be reviewed under the contractual grievance arbitration procedure, provided however, that the arbitrator shall have no authority to hear evidence on, and shall not render an opinion and award which affects a member's entitlement or lack of entitlement to the benefits of GML 207-c.

### Section 20

While on leave, pursuant to GML 207-c, a police officer shall accrue contractual benefits, in accordance with existing practices, terms and conditions of employment and/or prior agreements of the parties or between the Village of Chester and the Village of Chester Policemen's Benevolent Association. However, in the event that the police officer is assigned specific light duties (pursuant to Section 5 above), the police officer will be entitled to all contractually negotiated benefits.

### Section 21

The calculation of the "regular salary or wages" for a part time employee eligible for GML 207-c benefits, shall be a weekly amount determined by dividing the employee's gross earnings for the 52 week period immediately preceding the injury, by 52. If a part time employee, eligible for GML 207-c benefits has been employed by the Village of Chester for less than one (1) year, his "regular salary or wages" shall be a weekly amount determined by dividing the employee's gross earning to date by the number of weeks the employee has worked.

### Section 22

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this procedure.



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POL

**NEW YORK STATE UNION OF POLICE ASSOCIATIONS, INC.**



1 SPRING SQUARE BUSINESS PARK  
NEWBURGH, NEW YORK 12550  
(845) 566-4066

LOCAL - 8  
INTERNATIONAL UNION OF POLICE ASSOCIATIONS  
AFL-CIO



ANTHONY V. SOLFARO  
PRESIDENT

5

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

October 22, 2001

OCT 24 2001

**CONCILIATION**

Patricia Zabawczuk  
Public Employment Conciliation Assistant  
NYS Public Employment Relations Board  
80 Wolf Road  
Albany, NY 12205-2604

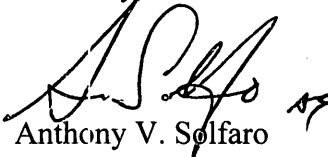
Re: Village of Chester and PBA - Addendum to be attached to 6/1/01 - 5/31/04 Contract

Dear Patty:

Enclosed please find a copy of the above for PERB's records that needs to be attached to the copy of the contract sent to you on July 30, 2001.

In the event you have any questions, please do not hesitate to contact me.

Sincerely,

  
Anthony V. Solfaro  
President

AVS/ae  
Enclosure

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Village of Chester (hereinafter "Employer") and the Village of Chester Police Benevolent Association (hereinafter "PBA"), referred to collectively as the parties.

**WHEREAS**, the Employer and the PBA are parties to a collective bargaining agreement (hereinafter "contract") which covers the period June 1, 2001 through May 31, 2004; and

**WHEREAS**, the PBA and the Employer wish to modify the contract to include a Starting Full-time Base Wage for employees who are without Municipal Police Training Council (MPTC) certification, a specific work schedule while attending the MPTC Academy and a new Article - Training Recovery Costs; and

**WHEREAS**, the PBA and the Employer are desirous of resolving the matter of the terms and conditions of employment for the full-time employees Base Wage who is without MPTC certification, a work schedule while attending said academy, and a new Article - Training Recovery Costs Article without the costs and uncertainties of the negotiating process, including interest arbitration through this Memorandum of Agreement; and

**WHEREAS**, upon execution of this Memorandum of Agreement by the Employer and PBA, the parties agree to comply with the following terms and conditions:

1. **Article 5 - Workday and Work Schedule:**

5.2 Work Schedule - Add a new paragraph to read as follows:

Effective August 6, 2001, the work schedule for a full-time employee who is without Municipal Police Training Council (MPTC) certification and is attending the training academy shall be scheduled Monday through Friday with Saturday and Sunday off until completion of the academy. Thereafter, the employee shall undergo training as set forth in Section 5.3 herein. The shift assignment shall be the academy schedule on any given day attendance is required. (Example: 9:00 a.m. to 5:00 p.m. or 12:00 noon to 8:00 p.m.) In the event there is no instruction at the academy on any given day, that employee shall report for work on the "B" line shift set forth in Section 5.3 herein at the police department. The employee shall not be required to be on road patrol or any other police related duty alone without the supervision of another full-time employee being with the employee whose attending the academy.

2. **Article 15 - Wages:**

5.1 Full-time Base Wage - Amend existing schedule to add a new academy rate as follows:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
	Academy *	\$25,111	\$26,116	\$27,160

\* A full-time employee who is without the required Municipal Police Training Council (MPTC) certification shall be paid the above Academy Base Wage for their first (1<sup>st</sup>) twenty-six (26) weeks of employment. Thereafter, that employee shall move to the After 6 Months Base Wage and so on.

3. **Article 17 - Training Recovery Costs:**

Effective August 6, 2001 and in the event the Village provides an employee, at its cost, the required basic Municipal Police Training Council (MPTC) certification, and the employee leaves employment or the training academy on a voluntary basis prior to three (3) years of service, that employee shall be responsible to reimburse the Village for all related costs incurred on the following schedule:

- Departure within one (1) year of date of hire = 100%
- Departure within two (2) years of date of hire = 50%
- Departure within three (3) years of date of hire = 25%

It is agreed and understood that related costs shall not include any wages and benefits paid to the employee, but are intended for academy expenses of tuition, books, ammunition, meals, class "B" uniform and tolls, and Mileage *(A1)*

4. Renumber existing Articles 17, 18 and 19 to 18, 19 and 20.
5. All other contractual and terms and conditions of employment enjoyed by unit members shall be in full force and effect pursuant to the Collective Bargaining Agreement, unless specifically modified above.

**VILLAGE OF CHESTER  
POLICE BENEVOLENT ASSOCIATION**

By: *Anthony Vicaretti*  
Anthony Vicaretti, PBA President

Dated: 10/15/01

**VILLAGE OF CHESTER**

By: *Sue Bahren*  
Sue Bahren, Mayor

Dated: 10/15/01

STATE PUBLIC EMPLOYMENT RELATIONS BOARD  
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OCT 24 2001

CONCILIATION

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NYS UNION OF  
POLICE ASSOCIATIONS, INC.