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Contract Database Metadata Elements

Title: **Tuckahoe, Village of and Tuckahoe Police Organization (2001)**

Employer Name: **Tuckahoe, Village of**

Union: **Tuckahoe Police Organization**

Local:

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

Expiration Date: **05/31/04**

PERB ID Number: **7770**

Unit Size: **25**

Number of Pages: **24**

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S-6/29/04

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COLLECTIVE BARGAINING AGREEMENT

between

VILLAGE OF TUCKAHOE

and

TUCKAHOE POLICE ORGANIZATION

June 1, 2001 through May 31, 2004

RECEIVED

JUN 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement is made and entered into by and between the Village of Tuckahoe (hereinafter referred to as "Employer") and the Tuckahoe Police Organization (hereinafter referred to as "Association").

ARTICLE 1 -- UNIT

This Agreement shall apply to all employees in the Police Department in the Village of Tuckahoe who are employed in the classification of Patrol Officer, Detective Patrol Officer, Sergeant, Detective Sergeant, Lieutenant and Detective Lieutenant (hereinafter referred to as "employees"), excluding Captain and Chief of Police.

ARTICLE 2 -- RECOGNITION

SECTION A: The Association heretofore having presented appropriate evidence that it represents a majority of the employees in the above unit, is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Employer in determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement.

SECTION B:

(1) The Employer agrees that, upon presentation of dues deduction authorization cards signed by individual employees to whom this Agreement is applicable, it will make deductions from each paycheck of such employees in the amounts so designated on the authorization cards as membership dues deductions and will remit such deductions to the Association, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

(2) The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with this section.

SECTION C: The Association shall have the right to post notices and other communications on a bulletin board installed on the premises and facilities of the Employer at a location approved by the Employer.

SECTION D: An employee who is designated or selected by the Association shall be permitted, on notice to the Chief of Police, time from work in reasonable timely amounts for the purpose of adjusting grievances and for the administration of this Agreement. Members of the Negotiating Committee, not to exceed two (2), shall be granted reasonable time off with pay when their presence is required during contract negotiations and they are otherwise scheduled to be on duty at that time.

ARTICLE 3 – RECIPROCAL RIGHTS

SECTION A: The Association recognizes the right of the Employer to manage and make decisions in areas not specifically covered by this Agreement, provided such management decisions and actions shall not be in conflict with terms and conditions of this Agreement.

SECTION B: The Employer recognizes its responsibility to direct the work force so that the dignity of the labor of the individual shall be protected.

SECTION C: The Employer and the Association shall each so administer its responsibilities so as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed, sex, age, race, disability, veteran's status, citizenship, religion, color, or marital status.

ARTICLE 4 – BASE WAGE

SECTION A: An employee's Base Wage shall be computed on an annual basis based on assignment, grade and rank and effective on the dates shown below:

<u>Rank</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
Recruit School*	\$27,659	\$28,731	\$29,880
Grade 5	\$38,671	\$40,170	\$41,777
Grade 4	\$45,626	\$47,394	\$49,290
Grade 3	\$52,586	\$54,624	\$56,809
Grade 2	\$59,542	\$61,849	\$64,323
Grade 1	\$66,494	\$69,071	\$71,834
Detective (1-5 yrs)	\$68,994	\$71,571	\$74,334
(6-10 yrs)	\$70,494	\$73,071	\$75,834
(11+ yrs)	\$71,494	\$74,071	\$76,834
Sergeant	\$75,803	\$78,741	\$81,891
Detective Sgt. (1-5 yrs)	\$78,303	\$81,241	\$84,391
(6-10 yrs)	\$79,803	\$82,741	\$85,891
(11+ yrs)	\$80,803	\$83,741	\$86,891
Lieutenant	\$85,112	\$88,411	\$91,948
Detective Lt. (1-5 yrs)	\$87,612	\$90,911	\$94,448
(6-10 yrs)	\$89,112	\$92,411	\$95,948
(11+ yrs)	\$90,112	\$93,411	\$96,948

* Effective to completion of school.

SECTION B: The above Base Wage schedule is based on the following rank and assigned differentials:

(1) Detective: Differential is added to the Base Wage of the employee's corresponding rank and based on time in grade as a detective.

1 through 5 years in grade \$2,500.00
6 through 10 years in grade \$4,000.00
11+ years in grade \$5,000.00

(2) Sergeant: Fourteen percent (14%) above the annual Base Wage of Grade 1 Patrol Officer.

(3) Lieutenant: Either twelve percent (12%) above the annual Base Wage of Sergeant or an equal dollar amount as the differential between Grade 1 Patrol Officer and Sergeant, whichever is greater.

SECTION C: An employee's weekly rate of pay shall be calculated by dividing the employee's annual Base Wage by 365 and then multiplying that amount by 7. An employee's hourly rate of pay shall be calculated by dividing the employee's weekly rate of pay by thirty-four and three-quarters (34.75).

SECTION D: The Employer may elect to use a bi-weekly payroll period.

ARTICLE 5 -- LONGEVITY

SECTION A: Employees shall be entitled to annual longevity pay based on years of service as provided below. Years of service shall be determined from the anniversary date of the employee's initial employment. Such longevity pay shall not be included, either by the employee or the Employer, as part of the annual Base Wage for determining any other benefit due an employee under this Agreement.

SECTION B: Schedule of Longevity Payments

	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
After Five (5) Years of Service	\$ 875.00	\$ 875.00	\$ 900.00
After Ten (10) Years of Service	\$1,075.00	\$1,075.00	\$1,100.00
After Fifteen (15) Years of Service	\$1,275.00	\$1,275.00	\$1,300.00

SECTION C: Longevity pay shall be paid in June of each year, but not later than June 15.

ARTICLE 6 -- OVERTIME

SECTION A: Overtime shall be paid in cash at straight time for the first half hour and at the rate of time and one-half (1.5x) for all additional hours on the daily tour including detectives.

SECTION B: Employees who are subpoenaed to make appearances relating to their official duties as police officers outside their regularly scheduled work hours at court hearings, grand jury proceedings or administrative hearings where the employee's presence is required, shall be paid a full day of compensatory time.

SECTION C: Employees required to be on stand-by shall receive each payment at straight time, for a maximum of two (2) days per contract year.

SECTION D: Subject to limitations of Section E of this Article 6, employees may elect to receive compensatory time in lieu of cash payment for overtime worked. Such compensatory time shall be earned at the same rate as cash payment. If an employee at a later date elects to receive payment for compensatory time, said payment shall be made at the hourly rate prevailing when the compensatory time was earned.

SECTION E: Compensatory time may be accumulated to the maximum extent permitted by applicable law. Scheduled compensatory time shall not be rescinded upon less than forty-eight (48) hours notice to the employee, except when additional personnel are needed to meet staffing needs and no other personnel are available on an overtime basis.

SECTION F: Request for payment of any and/or all overtime pay must be made to the Desk Sergeant not later than thirty (30) days from the day the overtime is worked, unless the employee is prevented from making such request due to his/her serious illness or hospitalization. Such illness or hospitalization must be confirmed in writing by the attending physician.

SECTION G: Employees who work overtime on a paid holiday as defined in Article 7, Section C below, shall be entitled to one and one-half times (1.5x) the paid holiday rate (eighteen [18] hours).

ARTICLE 7 -- HOLIDAYS

SECTION A: Each employee shall receive cash payment for thirteen (13) paid holidays during the month of December, but not later than December 15. Employees shall be entitled to such pay for holidays whether worked or not, except while attending Recruit Training School.

SECTION B: Employees who work on a paid holiday shall be entitled to one and one-half times (1.5x) their normal rate of pay for any work performed on such holiday which shall be paid in the pay period in which the holiday was worked. For the purpose of this Article 7, it is understood that holiday pay for Lincoln's Birthday and Washington's Birthday will be paid to employees who work on February 12 and February 22, respectively, and that for the remaining holidays except for January 1st, July 4th and December 25th, holiday pay will be paid to employees who work on the holiday as officially recognized by the State of New York with the closing of offices.

SECTION C: For the purpose of this Agreement, the following will be considered as paid holidays:

- | | |
|---------------------------------------|----------------------|
| 1. January 1st | 8. July 4th |
| 2. Martin Luther King, Jr.'s Birthday | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Election Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Easter Sunday | 13. December 25th |
| 7. Memorial Day | |

SECTION D: Veterans shall receive an additional two (2) paid holidays per year. Such paid holidays shall be subject to restrictions set forth in Article 6, Section E of this Agreement. This Section D shall not apply to employees hired after May 31, 1981.

SECTION E: Employees, at their sole option, may elect to receive compensatory time in lieu of cash payment for paid holidays. The Chief of Police shall have the option of denying the employee's request for compensatory time in lieu of cash payment for such holidays, but each denial shall not be unreasonable or arbitrary. Such compensatory time for paid holidays shall be subject to the restrictions set forth in Article 6, Section E of this Agreement.

SECTION F:

(1) During the twenty-four (24) hour period of a celebrated holiday as specified in Section C of Article 7, any personnel in excess of eleven (11) shall be required to take the day off. This day will be deducted from the employee's compensatory holiday time bank.

(2) Selection of the subject personnel shall be by seniority, with the senior employee having the first option to accept or decline, and so on, down to the junior employee scheduled during the particular tour (eight [8] hours) in question. If all decline, the junior employee shall be required to take the day off.

(3) No employee shall be required to take a holiday off more than once in any given contract year. If the most junior employee on duty has already been required to take a day off under this Article during a given contract year, the least senior employee who has not been required to take a day off shall be required to take the day off unless another employee volunteers to do so.

(4) In the event of more than one (1) person being required to take the day off, the above will hold true with the next qualified person also taking the day off.

ARTICLE 8 -- VACATIONS

SECTION A: Employees shall be entitled to an annual paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Time Due</u>
After one (1) year	Fifteen (15) working days
After two (2) years	Sixteen (16) working days
After three (3) years	Seventeen (17) working days
After four (4) years	Nineteen (19) working days
After five (5) years	Twenty-two (22) working days
After ten (10) years	Twenty-three (23) working days
After fifteen (15) years	Twenty-five (25) working days

SECTION B: Employees are entitled to an arrangement that will give normal two (2) days off before or after the above vacation days.

SECTION C: Vacation time may be split at the option of the employee, however, each employee must take at least one (1) vacation break of at least fourteen (14) consecutive calendar days each calendar year.

SECTION D: Paid vacations shall be granted in accordance with seniority as long as the needs of the Department are thereby not jeopardized. Seniority shall be as provided by the Tuckahoe Police Rules and Regulations.

ARTICLE 9 -- SICK LEAVE

SECTION A: Sick leave shall be unlimited as heretofore subject to Tuckahoe Police Department General Order No. 2.41, issued April 5, 1993.

SECTION B: Abuse of sick leave shall be considered cause for disciplinary action.

SECTION C: A bonus shall be paid to all employees based on the use of sick leave days in a calendar year as follows:

<u>Sick Leave Days Used In a Calendar Year</u>	<u>Amount Paid</u>
0	\$550.00
1 Day	\$350.00
2 Days	\$250.00

ARTICLE 10 -- PERSONAL LEAVE WITH PAY

SECTION A: All employees shall receive up to four (4) work days per contract year as paid personal days. Such are to be used by the employee to attend personal and family business and matters which cannot be attended to during off-duty time. Two (2) of such days shall be available for the following events only: house closings, court appearances, graduation ceremonies, weddings, and IRS audits.

SECTION B: A request for personal leave time, except in an emergency, must be provided to the Chief of Police or his/her designee at least seventy-two (72) hours prior to the personal leave day sought. Such request shall specify the employee's reason in general for this personal day.

SECTION C: The Employer agrees that personal leave day requests shall not be denied by the Chief of Police or his/her designee for arbitrary or capricious reasons. However, personal leave time may not be taken on a holiday listed in Article 7 of this Agreement. Effective April 14, 2003, personal leave may not be taken to extend a vacation.

SECTION D: Under no circumstances shall an employee engage in any remunerative employment during time off granted as personal leave.

SECTION E: Personal leave days can be carried over until the end of February of the following year.

ARTICLE 11 -- TERMINAL LEAVE

Terminal leave will be granted according to length of service on the following basis:

<u>Completed Years of Service</u>	<u>Amount of Terminal Leave</u>
20 years	30 days
21 years	33 days
22 years	36 days
23 years	39 days
24 years	42 days
25 years	45 days
26 years	48 days
27 years	51 days
28 years	54 days
29 years	57 days
30 years	60 days

ARTICLE 12 -- UNIFORMS

SECTION A: All employees (except detectives) shall be provided uniform replacements of standard quality whenever such replacement is necessary, including the initial uniform.

SECTION B: Detectives shall be allowed the following amounts:

<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
\$550.00	\$600.00	\$600.00

ARTICLE 13 -- MEDICAL PLAN

SECTION A: The Employer shall continue to pay the full cost of the individual or family health insurance premium cost in the Empire Plan (Core Plus Medical and Psychiatric Enhancements) (Plan), except as hereafter provided in this Article.

SECTION B: An employee hired on or after January 1, 1998 will not be provided medical benefits as set forth herein until the completion of six (6) months of employment. The employee may elect to enroll in individual or family coverage during his/her first six (6)

months, at his/her cost. The payments shall be deducted from the employee's wages. Upon completion of six (6) months of employment, the employee shall be provided with individual or family medical benefits as set forth herein. An employee shall contribute twenty-five percent (25%) of the premium cost for their first four (4) years of employment. Thereafter, the Employer shall pay one hundred percent (100%) of the premium cost.

SECTION C: The Employer shall pay the full cost of the individual or family health insurance premium cost in the Empire Plan (Core Plus Medical and Psychiatric Enhancements) upon retirement for those employees hired on or before May 31, 1990. For employees hired on or after June 1, 1990 receiving individual coverage, the Employer shall pay one hundred percent (100%) of the premium cost for that coverage. For an employee receiving family coverage, the Employer shall pay one hundred percent (100%) of the individual premium cost, plus fifty percent (50%) of the difference between the individual and the family health insurance premium cost in the Empire Plan (Core Plus Medical and Psychiatric Enhancements) upon retirement. (Example: Individual premium cost is \$400/mo. and family premium is \$800/mo., the Employer pays \$600/mo. towards the family premium cost.)

SECTION D:

(1) An employee who is currently enrolled in the Plan and who withdraws from the Plan during the life of this Agreement (or who is hired and elects not to participate upon eligibility) shall receive the following annual payments, provided he/she remains uncovered under such Plan for a period of twelve (12) consecutive months:

(a) after four (4) years or more of employment, two thousand (\$2,000) dollars annually if he/she was covered by the family plan and one thousand (\$1,000) dollars annually if he/she was covered by the individual plan;

(b) between six (6) months and four (4) or fewer years of employment, one thousand five hundred (\$1,500) dollars annually if he/she was covered by the family plan or seven hundred fifty (\$750) dollars annually if he/she was covered by the individual plan.

(2) Such payments shall commence at the end of the twelve (12) month period and shall be made annually each twelve (12) months thereafter provided the employee remains uncovered under the Plan. Nothing contained herein shall preclude an employee from reentering the Plan within the twelve (12) month period, provided however, that in the case of an employee who reenters in less than twelve (12) months, no payment shall be made.

ARTICLE 14 -- DENTAL PLAN

The Employer shall pay the full cost of the existing dental plan.

ARTICLE 15 -- BEREAVEMENT LEAVE

SECTION A: Bereavement leave will be granted in the event of the death of an immediate member of the family of the employee or his/her spouse. An immediate member of the family shall include parents, children, brothers, sisters and grandparents of the employee or his/her spouse.

SECTION B: Such leave shall extend from the date of death until the day after the funeral, but shall not exceed four (4) working days unless special circumstances prevail. An employee shall not be required to report to work prior to 8:00 a.m. of the day following the funeral.

SECTION C: One (1) day bereavement leave - the day of the funeral - will be allowed in the case of an aunt or an uncle of the employee or an aunt or an uncle of the employee's spouse.

ARTICLE 16 -- WORK SCHEDULES

SECTION A: The work schedule for all employees shall be defined as follows:

- (1) Employees assigned to steady midnight tours will work four (4) midnight to eight (8) a.m. shifts with sixty-four (64) hours off.
- (2) Employees assigned to rotating day and afternoon tours will work four 8 a.m. to 4 p.m. shifts with seventy-two (72) hours off and four 4 p.m. to midnight shifts with fifty-six (56) hours off.
- (3) Employees working steady midnight tours will receive eight (8) chart days per year, two (2) chart days to be used every three (3) months.
- (4) Employees working the rotating day and afternoon tours will receive two (2) chart days per year.
- (5) Chart days will be administered in the same procedure as compensatory time.

(6) Chart days cannot be banked and must be used by December 31st. There will be no compensation for unused chart days.

(7) Employees will receive the present hourly rate of pay which is calculated by dividing employee's weekly rate of pay by thirty-four and three-quarters (34.75).

(8) This Agreement will be reviewed in October of each year by the Association and the Employer. Should either party find this work schedule to be unsatisfactory, it will notify the other party, in writing, and revert to the current work schedule (agreed to on October 25, 1993), on January 2nd of the following year.

SECTION B: Mutual tour switches initiated by employees will not be arbitrarily refused or denied.

SECTION C:

(1) Whenever the Employer wishes to replace an employee who is absent regardless of the reason, it shall give first preference to those employees who have that day (all three tours) off on a rotating ladder basis. A separate ladder shall be maintained for Patrol Officers and Sergeants. The rotating ladders will initially be a list of employees in seniority order. Overtime will be offered to an employee who has the greatest number of days since his/her last overtime assignment, downward to the employee with the least number of days since his/her last overtime assignment. If the period of days is equal between employees, the senior employee will receive preference.

(2) In the event that no off-duty employees are available for such overtime work, the same procedure shall be followed for the employees working on the prior and on the following tours, using a separate ladder for overtime tour splits. Should no employee accept the overtime assignment, the least senior employee from the prior/following tour shall be obligated to work the assignment. An employee who is forced to work an overtime assignment shall remain in his/her position on the ladder. The parties agree that in the event of an emergency, as defined by law, the Employer may order employees to work overtime (at overtime rates) regardless of seniority standing.

ARTICLE 17 -- SCHOOL ALLOWANCES

SECTION 1: One-half (1/2) paid tuition for all accredited courses in police science and/or criminal justice shall be paid provided a "C" average is maintained during the course work. Courses undertaken, however, shall be limited to a Bachelor's Degree program.

SECTION 2: In the event an employee resigns prior to the expiration of two (2) years following graduation, paid tuition shall be refunded.

ARTICLE 18 -- PENSIONS

Each employee shall be provided with the following pension benefits as defined in the New York State Retirement and Social Security Law:

Section 375-g:	Career Retirement Plan
Section 384:	25 Years Half Pay Retirement Plan
Section 384-d:	20 Years Half Pay Retirement Plan
Section 302-9d:	Retirement on 12 Months Preceding Retirement
Section 341-k:	Credit for Certain World War II Service
Section 360-b:	Guaranteed Ordinary Death Benefit
Section 375-I:	Pension Brought up to 75% of Final Average Salary

ARTICLE 19 -- GRIEVANCES AND ARBITRATION

SECTION A: Grievances: If a difference arises concerning the interpretation or application of the terms of this Agreement, it shall be resolved in accordance with the following procedures, with the understanding that grievances must be presented not later than thirty (30) days after their occurrence or the date of knowledge of such claimed grievance by the grievant:

Step 1: A grievance of an employee shall first be discussed with the Chief of Police and the employee designated by the Association to handle grievances. If this is not settled within ten (10) working days after presentation, it may be taken to Step 2.

Step 2: If the grievance is not settled at Step 1, it may be presented in writing and discussed in a meeting of the Chief of Police, a Village Trustee, the

employee, the employee designated by the Association to handle grievances and such other representatives as the Association, employee or Employer may choose.

SECTION 2: Arbitration: If the grievance is not settled within thirty (30) days of the presentation at Step 2, it may, provided the matter involves the application or interpretation of the terms of this Agreement, be submitted to arbitration in accordance with the rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE 20 -- STIPULATION

The parties stipulate that this Agreement shall supersede previous agreements between the Employer and the Association and/or any individual member of the Association. The parties further agree that there will be no unilateral change in terms and conditions of employment during the term of this Agreement.

ARTICLE 21 -- TAYLOR ACT PROVISION

SECTION A: 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 by providing for the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

SECTION B: Within sixty (60) days after the signing of this Agreement, a copy of this Agreement shall be furnished by the Employer to each employee. Each new employee thereafter shall, upon being employed, be furnished with a copy of this Agreement.

ARTICLE 22 -- NO STRIKE

The Association, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage or condone a strike.

ARTICLE 23 -- TRAINING

SECTION A: The Employer may designate three (3) days during which an employee's participation outside scheduled working hours in (1) certification training of any kind, or (2) training mandated by the State of New York, police schools listed by Westchester County, U.S. Government and in-service training provided by the Tuckahoe Police Department, or any other police agency that provides training listed either by teletype or other official notification, shall not be considered time worked and shall not be paid. Training sessions shall not exceed eight (8) hours.

SECTION B: On training assignments not designated by the Employer as unpaid, employees participating in training of a duration of four (4) hours or less shall be credited with having worked four (4) hours and employees participating in training of a duration more than four (4) hours, but not more than eight (8) hours, shall be credited with a full day worked. Employees sent for training, where travel is required, other than travel to the Village of Tuckahoe, will receive credit for a full day worked.

SECTION C: Costs for such training sessions, including tuition, travel (only gas and tolls in the event of the use of an Employer vehicle), meals (only if overnight lodging is required) and lodging, if any, shall be fully borne by the Employer. The Employer reserves the right to designate the place of and make arrangements for, lodging. Reimbursement for expenses shall be made after presentation of receipts. Past practice as it relates to advanced notice of training and as to conflicts with previously scheduled and approved time off shall prevail.

ARTICLE 24 -- OPTICAL PLAN

The Employer shall pay the full cost of a family optical plan.

ARTICLE 25 -- CHILD CARE LEAVE

All regular employees may request an unpaid childcare leave of up to one (1) year by application to the Chief of Police. Eligibility for a leave that extends for a period not exceeding that provided by applicable law shall be determined in accordance with applicable law. Eligibility for a period beyond that required by applicable law shall be determined in the discretion of the Chief of Police.

ARTICLE 26 -- GENERAL MUNICIPAL LAW SECTION 207-c BENEFITS

SECTION A: Benefit Eligibility

(1) During the first ninety (90) days of absence pursuant to General Municipal Law Section 207-c, the employee will receive the following benefits:

- Article 4 - Annual Base Wage
- Article 5 - Longevity
- Article 7 - Paid holidays that occur during the ninety (90) day period
- Article 8 - Vacation Accruals
- Article 12 - Uniforms
- Article 13 - Medical/Hospitalization -- the coverage that the employee had (family or individual) as of the date the 207-c leave commenced shall be continued, on the same terms as it is provided to active employees.

(2) If an absence pursuant to General Municipal Law Section 207-c extends beyond ninety (90) days, the employee will receive the following benefits:

- Article 4 - Annual Base Wage
- Article 5 - Longevity
- Article 13 - Medical/Hospitalization -- the coverage that the employee had (family or individual) as of the date the 207-c leave commenced shall be continued, on the same terms as it is provided to active employees.

SECTION B. Procedures - The following procedures are intended to better manage the administration of disability benefits for the employees and to ensure that employees who are entitled to such benefits receive them. A failure to comply with these procedures may result in the denial of benefits:

(1) **Definitions** -

(a) General Municipal Law Section 207-c ("GML 207-c") - the provision of the General Municipal Law which provides full salary and medical expenses to an employee

who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.

(b) Chief - shall mean the Chief of Police or any individual designated by him/her.

(c) Applicant - any employee making application for benefits under GML 207-c.

(d) Light Duty - Such duty as is determined by the Chief of Police to be performable by employees with some degree of disability.

(2) Application for Benefits -

(a) No application for disability benefits shall be considered unless a written incident report has been filed with the Chief of Police within forty-eight (48) hours of the incident which gave rise to the disability.

The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the forty-eight (48) hour time limit may be excused by the Chief of Police in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

(b) The application for benefits will be made on a form provided by the Department and must be submitted to the Chief of Police within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must set forth fully: (i) the time and place where such injury occurred; (ii) a detailed statement of the facts and circumstances which led to the claimed disability; (iii) the nature and extent of the applicant's injury including reports and/or authorizations for reports from all doctors or other medical personnel by whom the employee was examined or treated; (iv) the alleged incapacity suffered by the employee; (v) the names of any witnesses to the incident which gave rise to the claimed disability.

(c) The Chief of Police shall have exclusive authority to determine all applications for benefits. The Chief of Police shall review each application and have full authority to: (i) require the applicant to submit to medical tests and examinations relating to the claimed disability; (ii) require sworn statements from the applicant and all witnesses; and (iii) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said

records. The full cost associated with any medical test or examination or with the production of any books, records and reports ordered hereunder by the Chief of Police shall be borne by the Employer.

(d) Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave benefits.

(3) Determinations. A determination shall be made by the Chief of Police within thirty (30) days of the date of receipt of the application. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed which are determined to have resulted from the injury will be recredited to the employee.

(a) An employee determined to be entitled to disability benefits will advise the Chief of Police in writing of any change in his/her status, *e.g.*, any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least on a monthly basis even if there is no change in status. The report will state: (i) the status of the injury; (ii) the name of any doctor or other medical personnel who examined or treated the employee during that period; (iii) the treatment prescribed; (iv) the estimated length of the recovery period; (v) whether the employee is capable of performing any work despite his/her injury.

(b) An employee receiving GML 207-c benefits will submit to such medical examinations relating to the claimed disability as are required by the Chief of Police and the full cost of any such required medical examinations will be borne by the Employer. Upon receipt of a medical report certifying that the employee may perform full duty or light duty, the employee will return to duty if so ordered by the Chief of Police. An employee who refuses to return to work after certification of fitness for duty forfeits any right to GML 207-c benefits and may be subject to discipline. An employee may, however, seek review of the determination of fitness for duty as provided below.

(4) Review of Determinations -

(a) An employee who: (i) has been denied disability benefits upon proper application, or; (ii) is determined to no longer be entitled to such benefits, or; (iii) has been determined to be fit to return to full duty or light duty status, may request a hearing within ten (10) days of the receipt of the Chief of Police's determination.

(b) The hearing will be commenced within thirty (30) days before the Village Board or a hearing officer designated by the Village Board in its sole discretion. If the Village Board and the appealing employee agree to do so, each in their sole discretion,

they may designate an arbitrator to function as the hearing officer, in accordance with the rules of the American Arbitration Association. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The employee appealing the determination may be represented by counsel or an Association representative. The appealing employee, and/or his/her representatives, may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

(c) If a hearing officer or arbitrator is designated as provided above, he or she will prepare findings and recommendations which shall be submitted to the Village Board, with a copy of such findings and recommendations provided at the same time to the appealing employee. The final determination of the Village Board will be made as soon as is practicable after the close of the hearing or after receipt of the hearing officer's report, but in any event within thirty-five (35) days after issuance of the hearing officer's report.

(d) The final determination of the Village Board may only be reviewed as provided for in Article 78 of the New York Civil Practice Law and Rules within four (4) months of said determination.

(5) Payment for Medical Services - No bills or claims for medical services rendered pursuant to GML 207-c shall be paid unless the following procedure is complied with:

(a) Except in the case of an emergency, an employee receiving disability benefits shall obtain prior permission from the Chief of Police before incurring any expense for medical services alleged to be related to the disability, which permission shall not be unreasonably withheld. In the event of an emergency, the Chief of Police shall be notified within twenty-four (24) hours of the time the employee received treatment.

(b) On each bill or claim for medical services the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

(6) General Provisions -

(a) Employees receiving benefits under GML 207-c shall refrain from any activity, or engage in outside employment, which is inconsistent with their disability status. Employees receiving disability benefits will not engage in outside employment.

(b) Employees receiving GML 207-c benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(c) Employees who fail to comply with this procedure forfeit their rights to disability benefits. Any such forfeiture is subject to review as provided above.

ARTICLE 27 -- JURY DUTY LEAVE

SECTION A: Effective April 14, 2003, an employee who is noticed and required to appear for any jury duty service, shall be released with pay from his/her regularly scheduled tour of duty that calendar day without charge to any other paid leave (*i.e.*, vacation, holiday, compensatory time and personal leave) to a maximum of eighty (80) hours each year. This release shall not include a mutual tour of duty switch between employees.

SECTION B: The employee shall provide a copy of the appearance notice upon receipt to the Chief of Police or designee.

SECTION C: The employee shall use the night before or any other available "call in" system. The employee shall notify the Chief of Police or designee on whether or not he/she has to appear for jury duty for the following day, or is selected for jury service. In the event the employee is not required to report for jury duty, he/she shall report to his/her regularly scheduled tour of duty.

SECTION D: All fees paid to the employee for jury duty service, when released from his/her regularly scheduled tour of duty shall be either endorsed over to or paid by the employee to the Employer. In the event an employee reports for jury duty on his/her days off, the Employer shall not be required to pay that employee his/her salary or overtime. Additionally, in the event the employee is on jury duty for more than his/her release time (eight [8] hours), the employee shall not be entitled to overtime.


SECTION E: Reimbursement from the court, for mileage, tolls, parking and/or meals paid for while on jury duty service, shall be retained by the employee.

SECTION F: At the completion of jury duty service, the employee shall provide from the court, if made available, a record of attendance to the Chief of Police or designee

ARTICLE 28 -- DURATION

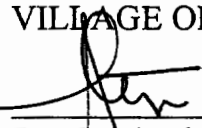
This Agreement shall be effective June 1, 2001 through May 31, 2004.

TUCKAHOE POLICE ORGANIZATION


By: Frederick Cioffi, President

Date: 6/2/04

VILLAGE OF TUCKAHOE


By: Michael J. Martino, Mayor

Date: 6/8/04