

AGREEMENT

between

VILLAGE OF OSSINING

and

**VILLAGE OF OSSINING POLICE
BENEVOLENT ASSOCIATION, INC.**



JANUARY 1, 2014 THROUGH DECEMBER 31, 2019

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AGREEMENT

January 1, 2014 – December 31, 2019

Agreement made this 14th day of June 2016 by and between the Village of Ossining Policemen's Benevolent Association, Inc., hereinafter the "Association" and the Village of Ossining, State of New York, hereinafter the "Village."

WHEREAS, the members of the Police Department of the Village, hereinafter "Department" are employed by the Village as officers and police officers of the Department; and;

WHEREAS, the parties hereto desire to cooperate to stabilize labor relations by establishing general standards of wages, hours of service and other conditions of employment, and providing arbitrable machinery whereby disputes and grievances without resort to strikes, lockouts, and other interferences with the continued and smooth operation of the Department.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

GOVERNING LAW

The law governing this contract shall be the Public Employee Fair Employment Act, and such provisions of the Civil Service Law and the local law and local regulations of the Village, which are not inconsistent with the said act and the Civil Service Law.

ARTICLE II

RECOGNITION

Section 1: The Village recognizes the Association as the sole and exclusive representative for members of the Department, excluding the Chief of Police.

Section 2: The Village shall deduct from the wages of the police officers and remit to the Association, regular membership dues for those members of the Association who have signed authorizations permitting such payroll deductions and such insurance premiums as elected by the police officers.

Section 3: The Village agrees that the Association shall be the sole and exclusive representative for all bargaining and grievances.

Section 4: The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose any obligations upon its members to conduct, assist or participate in such a strike.

Section 5: The Village agrees to deduct an agency fee from all non-members. The Association agrees to establish all processes and procedures that are required by State law.

Section 6: The Association shall indemnify and save the Village 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 Village for the purpose of complying with any of the provisions of this Article.

Section 7: The Association shall supply the Village with a list of names of the non-members at least fifteen (15) days prior to the deduction of any agency fee.

Section 8: The Association shall notify the employer annually of the amount of annual dues.

ARTICLE III

RECIPROCAL RIGHTS

Section 1: The Association recognizes the right of the Village to manage, but not to conflict, with the terms and conditions of this contract; and the Village recognizes its responsibility to direct the workforce so that the dignity of labor of the individual shall be protected. The Village and the Association shall each so administer its responsibilities as to be impartial and fair to all employees.

Section 2: The Village recognizes the right of the Association to designate representatives of the Department to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract with the established existing approved rules and regulations and procedures of the Village.

Section 3: The Association shall have the right to post notices and communications on the bulletin board maintained on the premises and facilities of the Village. The officers and/or agents of the Association shall have the right to visit the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract by first conferring with the Chief of Police and then with the Village Manager and the Village Board in executive sessions, if necessary.

Section 4: Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill those obligations which have, as their aim, the maintenance of a harmonious and cooperative relationship between the employer and the police officers and the uninterrupted operation of the Department.

Section 5: Employees who are designated to represent the Association shall have the right to attend statewide conventions and meetings of the statewide police organization of which the Association is a member pursuant to their obligations as officers or delegates, and the monthly

county-wide meetings of the Affiliation of Police Association, Inc. and shall be permitted a reasonable amount of time free from their regular duties to exercise this right.

It is understood that not more than two (2) employees will be permitted to attend the state convention and not more than one (1) employee will be permitted to attend monthly meetings of the statewide police organization and/or the Affiliation of Police Association, Inc.

Section 6: The Village, through the Chief of Police, will make all reasonable efforts to arrange the duty schedule so that designees may attend various functions and meetings of the statewide police organization and/or the Affiliation of Police Association, Inc.

Section 7: The President of the Association will not be denied the opportunity to address the Village Board in closed executive sessions on matters pertaining to the contract or Association activities. The subject matter to be discussed must be announced to the Village Board prior to the meeting either directly or through the Chief of Police.

Section 8: Whenever a police officer in the State of New York is killed in the line of duty, one (1) member of the Board of Officers of the Association shall be excused from one (1) tour of duty to attend the slain officer's funeral. The member so selected shall be provided with a marked departmental car, if available, to attend such funeral. If a marked car is not available, an unmarked car will be provided.

Section 9: The employer shall provide a police vehicle for the purpose of transporting the spouse or next-of-kin of any police officer injured in the line of duty requiring hospitalization and shall transport said spouse or next-of-kin to and from the hospital on that day or days as reasonably necessary on an emergency basis.

ARTICLE IV

WAGES

Section 1: The following wage schedule shall be in effect for employees, effective on the dates indicated, see Appendix A for dollar amounts.

A. January 1, 2014 – All employees shall receive a one (1.0%) percent across the board salary increase. All salary schedules in effect on December 31, 2013 shall be adjusted by the above percentage increase, with retroactive pay to January 1, 2014.

B. January 1, 2015 – All employees shall receive a one (1.0%) percent across the board salary increase. All salary schedules in effect on December 31, 2014 shall be adjusted by the above percentage increase, with retroactive pay to January 1, 2015.

C. January 1, 2016 – All employees shall receive a two and one-half (2.50%) percent across the board salary increase. All salary schedules in effect on December 31, 2015 shall be adjusted by the above percentage increase, with retroactive pay to January 1, 2016.

D. July 1, 2016 - All employees shall receive a two and one-half (2.50%) percent across the board salary increase. All salary schedules in effect on June 30, 2016 shall be adjusted by the above percentage increase.

E. January 1, 2017 – All employees shall receive a two and one-half (2.50%) percent across the board salary increase. All salary schedules in effect on December 31, 2016 shall be adjusted by the above percentage increase.

F. July 1, 2017 – All employees shall receive a two and one-half (2.50%) percent across the board salary increase. All salary schedules in effect on June 30, 2017 shall be adjusted by the above percentage increase.

G. January 1, 2018 – All employees shall receive a two (2.0%) percent across the board salary increase. All salary schedules in effect on December 31, 2017 shall be adjusted by the above percentage increase.

H. July 1, 2018 – All employees shall receive a two (2.0%) percent across the board salary increase. All salary schedules in effect on June 30, 2018 shall be adjusted by the above percentage increase.

I. January 1, 2019 – All employees shall receive a one and one-half (1.50%) percent across the board salary increase. All salary schedules in effect on December 31, 2018 shall be adjusted by the above percentage increase.

J. July 1, 2019 – All employees shall receive a one and one-half (1.50%) percent across the board salary increase. All salary schedules in effect on June 30, 2019 shall be adjusted by the above percentage increase.

Section 2: All officers hired on or after January 1, 1997 shall move up in rank on their anniversary date of hire.

Section 3: It is understood and agreed that the actual salaries to be paid are set forth in Section 1 of the Article. These figures are based on the following percentage differentials, such percentage differentials having been rounded out to the nearest full percent.

Detective Police Officer	10% more than 4 th year Police Officer
Sergeant	15% more than 4 th year Police Officer
Detective Sergeant	3% less than Lieutenant
Lieutenant	11% more than Sergeant
Detective Lieutenant	5% more than Lieutenant
Captain	10% more than Lieutenant

Section 4: K-9 Pay – It is understood and agreed that payment of Two Thousand, Five Hundred (\$2,500) per year in additional salary shall be paid to the K-9 officer for time spent on K-9 care. Said payment shall be made in one lump sum with all payroll deductions taken. Such payments shall satisfy the Village's obligations under the Fair Labor Standards Act.

Section 5: There shall be a second language stipend of One Thousand Dollars (\$1,000.00) per individual for up to six (6) officers. In order to be eligible for this stipend, an individual must pass a proficiency test offered by the Village. This stipend is expressly limited to six (6) officers. Language proficiency stipends shall be awarded on the basis of seniority.

ARTICLE V

WORK DAY – WORK WEEK

The work hours shall be as heretofore. All uniform members of the Association shall work 232 days per year plus 10 payback days totaling 242 days per year. Formula used to calculate overtime pay will be based on a 260 day work year.

The top three patrol officers in terms of seniority will not be scheduled to work the midnight 12-8 tour of duty.

ARTICLE VI

PREMIUM TIME

Section 1: All employees of the Department covered by this contract are entitled to overtime cash payment or, at the employee's option, compensatory time for all time or any portion of overtime worked (e.g., extra duty of any kind, court, official hearing) wherein an employee is obligated to work or remain on duty in excess of his/her regular working day during a continuous twenty-four (24) hour period. Such overtime shall be calculated at the rate of one and one-half (1 ½) times worked, except as set forth in Section 3 and 4 of this Article.

Section 2: Employees who elect to receive compensatory time in lieu of cash payment for overtime worked may, at the employee's option, elect to receive cash payment for all or any portion of accumulated compensatory time in the months of March, June and September of each year. In the event that an employee has, in December of any year, accumulated compensatory time, the Village shall pay the employee in cash for such accumulated compensatory time prior to December 31st of that year. Said payments shall be at the rate in effect for the employee on the date the overtime was earned.

Section 3: Employees of the Department will not be compensated for standby time unless summoned to headquarters.

The employer guarantees a three (3) hour minimum "call-in" to be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for an employee who is summoned to and arrives at headquarters.

Section 4: All members of the Department who are called in for court appearance will be guaranteed three (3) hours minimum pay at one and one-half (1 ½) times the employee's regular hourly rate of pay. Should their court appearance extend over three (3) hours, they will be paid overtime rates for the entire "court appearance time."

ARTICLE VII

JURY SERVICE

If an officer is required by law to attend jury service/duty on a day when he/she is scheduled to work, the following standards shall apply, depending on the tour of duty for which the officer is regularly scheduled.

Tour #1 Officer who has jury service beginning after the conclusion of his/her tour, he/she does not need to report to work for that preceding tour.

Tour #2 Officer reports for jury service and reports to work at the conclusion of such service unless the jury service goes past 12:00 p.m. (noon) that day. In such cases, jury service shall replace the officer's full tour for that day.

Tour #3 Officer who has jury service beginning before the start of his/her tour shall report to work at the start of his/her tour, unless the jury service goes past 12:00 p.m. (noon) that day. In such cases, jury service shall replace the officer's full tour for that day.

ARTICLE VIII

VACATIONS

Section 1: All employees of the Department covered by this contract shall be allowed vacation workday leave with pay.

Section 2: Yearly vacation time will be advanced on January 1st. Paid annual leave will be granted in accordance with the following schedule:

First-year employees shall earn four (4) vacation days at the end of six months of service. First-year employees shall earn an additional six (6) vacation days after 10 months of service. All ten (10) days shall be used prior to the start of an employee's second year of service unless prior written approval is obtained from the Chief of Police to carry over any unused days.

During the second (2nd), third (3rd) and fourth (4th) years of employment, an employee of the Department will earn ten (10) working days at a rate of one (1) day per month for the first ten (10) months.

During the fifth (5th) year through the ninth (9th) year, fifteen (15) working days per calendar year will be earned at a rate of 1.5 days per month for the first ten (10) months.

During the tenth (10th) year through the fifteenth (15th) year, twenty (20) working days per calendar year will be earned at a rate of 2.0 days per month for the first ten (10) months

After the fifteenth (15th) year, and every year after that, twenty-five (25) working days per calendar year will be earned at a rate of 2.5 days per month for the first ten months.

Section 3: Vacation wages shall be paid in advance of vacation periods provided the employee submits a written request to the Chief of Police at least three (3) weeks prior to the payroll date.

Section 4: No more than ten (10) days can be carried over to the next calendar year. Excluded from this provision are vacation days accrued during medical leave.

ARTICLE IX

HOLIDAYS

Section 1: There shall be twelve (12) paid full holidays and two (2) paid half holidays, whether worked or not, payable on the first payroll period of December of each year of the contract.

Section 2: Some or all of the holidays, at the option of the employee, subject to needs of the Department, may be added to paid vacation time.

Section 3: The paid full holidays are as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
July 4th
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 4: The paid full half-holidays are as follows:

Christmas Eve
New Year's Eve

Section 5: Employees required to work on Thanksgiving Day, Christmas Day, New Year's Day or Labor Day shall be paid double time, plus the holiday above-mentioned, for working that day. Employees who work overtime on these days shall be compensated for such overtime worked at three (3) times their normal rate of pay. Employees required to work all other holidays shall be paid a regular day's pay for working the holiday, plus the holiday above-mentioned.

Section 6: Each member of the Department must declare, before the budget request is submitted by the Chief, for the following fiscal year, whether he/she wishes to take time off or receive pay or any combination thereof for these holidays.

ARTICLE X

PERSONAL LEAVE, BEREAVEMENT LEAVE, SICK LEAVE

Section 1: (A) Employees shall be entitled to five (5) Personal Leave days per year. Requests for Personal Leave Days shall be submitted to the scheduling officer at least 72 hours in advance of the day needed, where possible, and unless there is an emergency. In case of an emergency, an officer must notify the scheduling officer as soon as possible so coverage can be arranged. Requests for any unused Personal Days must be submitted by November 30. Personal Days cannot be used on super holidays if they create overtime on said holiday, unless a personal emergency arises. Approval shall not be unreasonably denied.

(B) Personal Leave Days are intended for use to attend to personal and family business and matters that are scheduled during the employees normally scheduled work period.

(C) Unused Personal Leave Days – Members shall be reimbursed for up to three (3) unused personal days.

Section 2: Bereavement Leave is granted in the event of the death of the employee's spouse, children, mother and father, and his or her spouse's mother and father, for no more than three (3) days. In the instances of the grandparents, brothers, sisters of both the employee and spouse, no more than two (2) days, for aunts and uncles of both the employee and spouse, only the day of the funeral.

Section 3: Paid injury or sick leave will be advanced to the members of the Department on an as-needed basis.

The Chief may require a doctor's certificate whenever he/she has reason to believe that sick time is being abused.

ARTICLE XII

CLOTHING ALLOWANCE

Section 1: All newly appointed police officers will be given a complete set of uniforms prescribed by the Chief of Police. Thereafter, uniformed members shall be reimbursed up to Five Hundred Fifty Dollars (\$550.00) per year to purchase uniforms. Effective January 1, 2018, the clothing allowance will increase to Six Hundred Fifty Dollars (\$650.00) per year to purchase uniforms. The uniforms may be purchased from any supplier; however, all uniforms must meet the standard as described in the attached. Officers shall submit a detailed bill from the vendor to the Village and the Village will pay the bill. Non-uniform officers must receive approval from the Chief of Police for the purchase of any uniform item.

Section 2: In addition to clothing allowance, each member of the Department will be allowed the maximum of Five Hundred Fifty Dollars (\$550) per year for the dry cleaning and pressing of uniforms.

Section 3: (a) Each plainclothes officer (including Detectives) shall be allowed a maximum of Nine Hundred Dollars (\$900.00) per annum for the purpose of purchasing clothing to be used in the performance of his/her duties. Effective January 1, 2018, this clothing allowance will increase to One Thousand Dollars (\$1,000.00) per annum.

(b) Only those assigned to plainclothes duty for more than six consecutive months shall receive a plainclothes allowance of Nine Hundred Dollars (\$900.00), which is to be pro-rated for the time actually so assigned between six (6) months and a full year. Effective January 1, 2018, this allowance will increase to One Thousand Dollars (\$1,000.00).

Section 4: Suitable clothing will be provided to employees designated to perform special assignments (e.g. K-9 Handlers or Firearms Instructors). Such clothing is to be determined by the Chief of Police.

Section 5: The Village shall annually supply each member of the bargaining unit with one (1) pair of duty shoes in the amount of one hundred twenty-five dollars (\$125.00). Effective January 1, 2018, this amount shall be increased by Twenty-Five Dollars (\$25.00) to One Hundred Fifty Dollars (\$150.00).

Section 6: An employee who leaves employment with the Village either before reaching the status of 4th year police officer or with less than three (3) years of service in Ossining, must return to the Chief of Police all equipment and/or uniforms purchased for the employee by the Village or the employee and the employee shall pay back to the Village any uniform allowance payments made to the employee under Section 1 above. The Village may deduct any amounts owed by the employee to the Village under this Section from the employee's final paycheck.

ARTICLE XIII

WELFARE BENEFITS

Section 1: The Association agrees that the Village may switch health insurance carriers for all members of the bargaining unit and retired members. The Village shall engage a third party administrator to process Health Benefit Claims on a self-insured basis and provide at least the same coverage as the New York State C.O.R.E., Plus Enhancements Health Insurance in effect December 31, 1989.

(A) The Village may, however, change health insurance carriers provided that such carrier shall provide employees and their eligible dependents with at least the coverage as defined in the Article.

(B) Effective January 1, 2003, modifications to the current Village of Ossining Health Plan to reflect using out-of-network providers shall have the following deductible.

Out of Network Deductible: \$250.00 - Individual
\$250.00 - Spouse
\$250.00 - All children

Employees using network providers shall be subject to the following co- payments:

\$15 per service, maximum 3 per office visit

Prescription Drug co-payment shall be as follows:

\$15 or \$30 co-pay for brand-name drug
\$10 co-pay for generic-brand drug
\$10, \$15 or \$30 co-pay for mail order prescriptions

There shall be mandatory generic drug purchases consistent with the three tiered system. During an officer's lifetime, there is a maximum of \$5,000 for infertility drugs and a maximum expenditure of \$10,000 for doctors in the treatment of infertility.

(C) Wellness Program: Effective April 1, 1997, police officers under the age of 50 are eligible for a physical examination every two years. Maximum benefit: \$125. Major medical co-payment does not apply. Copy of any physician's report will be given to the Chief. If physical problems exist, the officer must work with the physician and the Chief to correct the problem or face disciplinary action.

(D) Effective July 1, 2009 the Village added the Multiplan/PHCS Physician Network to the existing health plan (POMCO).

(E) Effective May 1, 2012 the Village will add in-network coverage of examinations related to gynecological pelvic and breast exams per calendar year for covered

females age 18 or older and in-network coverage of examinations related to a Prostate Cancer Screening based on age and risk factors, as per POMCO Summary Plan Description of July 1, 2011.

Section 2: (A) Medical contributions toward the cost of Individual and Family health insurance premiums for all Association members will be as follows:

April 5, 2012 – Dec 31, 2016	5%
January 1, 2017	10%
July 1, 2017	11%
January 1, 2018	12%
July 1, 2018	13%
January 1, 2019	14%
July 1, 2019	15%

(B) If a spouse of a member of the Association opts out of health insurance coverage provided by his/her employer in exchange for a dollar amount, or opts out of health insurance coverage provided by his/her employer, such spouse shall not be eligible for health insurance coverage provided by the Village.

Section 3: With respect to employees hired on or before July 6, 1982, the Village will contribute 100% of the cost of health insurance benefits for the member and his/her family throughout retirement.

Section 4: (A) Employees hired after July 6, 1982 and prior to April 5, 2012 who retire from the Village (officially retiring from employment under the NYS Retirement System) prior to age 45 are eligible to carry the same health insurance into retirement as provided during active duty and will contribute fifty percent (50%) of the cost of health insurance benefits, and the Village will contribute the remaining fifty (50%) percent for the member and his/her family. After attaining age 45, the retiree will contribute twenty-five percent (25%) of the cost of health insurance benefits and the Village will contribute the remaining seventy-five percent (75%) for the member and his/ her family. Upon attainment of age 50, the Village will contribute 100% of the cost of health insurance benefits for the member and his/her family throughout retirement.

(B) Employees hired after July 6, 1982 and prior to April 5, 2012 who retire from the Village (officially retiring from employment under the NYS Retirement System) at or after age 45, are eligible to carry the same health insurance into retirement as provided during active duty and will contribute twenty-five percent (25%) of the cost of health insurance benefits, and the Village will contribute the remaining seventy-five (75%) for the member and his/her family. Upon attainment of age 50, the Village will contribute 100% of the cost of the health insurance benefits for the member and his/her family throughout retirement.

(C) Employees hired after July 6, 1982 and prior to April 5, 2012 who retire from the Village (officially retiring from employment under the NYS Retirement System) at or above age 50, are eligible to carry the same health insurance into retirement as provided during active duty and the Village will contribute 100% of the cost of the health insurance benefits for the member and his/her family throughout retirement.

(D) The retiree will have the option to decline health insurance offered by the Village, effective on the date of retirement, until age 50. It is the obligation of the retiree to re-enroll into the Village's health plan at age 50 if the retiree desires health coverage at no cost during retirement. (There is no opt out and re-enrollment provision for dental coverage). Certifiable proof of continuous coverage during this opt out period must be provided to the Personnel Department in order to be eligible for re-enrollment. In the event the Village changes health insurance carriers, or as a result of healthcare reform, legislative changes or mandatory regulations prohibiting or amending the terms for opting out of coverage with the Village's health insurance carrier, retired police officers will be required to abide by the requirements imposed by the Village's health insurance carrier.

A retiree under age 50 who initially declines the Village's health insurance may re-enroll into the Village's health plan with certifiable proof of continuous coverage, which must be submitted to the Personnel Department. Upon re-enrollment, retirees under age 45 will contribute fifty percent (50%) of the cost of health insurance benefits, and the Village will contribute the remaining fifty percent (50%) for the member and his/her family. After attaining age 45, the retiree will contribute twenty five percent (25%) of the cost of health insurance benefits, and the Village will contribute the remaining seventy-five percent (75%) for the member and his/her family. Retirees under age 50 will be limited to one qualifying event for re-enrollment per year until age 50. In the event the Village changes health insurance carriers, or as a result of healthcare reform, legislative changes or mandatory regulations prohibiting or amending the terms for opting out of coverage with the Village's health insurance carrier, retired police officers will be required to abide by the requirements imposed by the Village's health insurance carrier.

(E) Employees hired on or after April 5, 2012 who served as police officers in the Village with ten (10) years or more of continuous service, officially retiring from employment under the NYS Retirement System, are eligible to carry the same health insurance into retirement as provided during active duty. Upon retirement, the employee's contribution for health insurance benefits will be capped at fifteen percent (15%) of the cost of health insurance benefits and the Village will contribute the remaining eight-five percent (85%) for the member and his/her family throughout retirement.

(F) There is no opt out payment to retirees for declining the Village's health insurance during retirement.

(G) Effective January 1, 2003, individuals who are or have been injured in the line of duty and receive an accidental in the line of duty disability retirement, shall receive 100% of the cost of insurance from the date of their disability retirement.

Section 5: The same post-retirement health insurance benefits shall be provided through the Village's health insurance carrier as provided to active members.

Section 6: Members may elect not to be covered by the Village's health insurance plan. In the event that a member elects not to be covered by the Village's health insurance plan, such employee shall be entitled to a lump sum payment on December 1st each year, equal to 33.3% of the annual premiums which the Village would have been required to pay for individual or family coverage, as the case may be. Such payment shall be prorated for periods of less than one (1) year.

Section 7: (A) The Village shall pay the full cost of a superior dental plan for all members of the Association and their eligible dependents, except that all employees covered by this agreement will assume ten (10%) percent of any increase in dental insurance premiums.

(B) The Association and the Village agree to investigate other methods of providing dental coverage including other carriers and/or self-insurance.

Section 8: The Village shall pay the full cost of Twenty-Five Thousand Dollars (\$25,000) life insurance on each member. The premium cost of said life insurance shall be paid by the Village to the Association at the rate of one twelfth (1/12) of the annual premium per month.

Section 9: In the event that an active member of the Association is killed while in the performance of his/her duties, the Village shall pay 100% of the cost of health insurance for the member's surviving spouse for life, if permissible under the Village's health plan, and for the member's surviving dependents to the extent they remain eligible for such coverage under the Village's Plan or until they become covered by an alternate comparable plan.

ARTICLE XIV

RETIREMENT BENEFITS

Section 1: The Village shall continue the following retirement benefits as described in the New York State Retirement Social Security on a non-contributory basis:

Section 360-b	Guaranteed Ordinary Death Benefit
Section 384-d	20 Year Half Pay Retirement Plan
Section 302-9d	Final Year Average

Section 2: The Village shall continue to credit employees for retirement service time in other retirement plans of the State of New York or any political subdivision in the State of New York.

ARTICLE XV

SCHOOLING

Section 1: (a) The Village shall pay the cost of tuition, books, and transportation allowance for successfully completed police science related courses as approved by the Village Board. The transportation allowance shall be paid for mileage between the headquarters of the Police Department, 88 Spring Street, Ossining, NY and school, but shall not exceed One Hundred Dollars (\$100.00) per semester, per eligible employee for transportation allowance per eligible member.

(b) All officers hired prior to January 1, 1975 shall continue to be reimbursed as before.

(c) Officers hired on or after January 1, 1975, shall be limited to a yearly maximum of Fifteen Hundred Dollars (\$1500.00). Courses subject to reimbursement shall be for Police Science, Criminal Justice or required courses in the foregoing two (2) degrees and Police related courses, the latter to be approved by the Village Board.

Section 2: The Village shall allow Ten Dollars (\$10.00) per year per credit point to a maximum of fifty (50) credits for courses in police science or administration approved by the Village Board and taken after January 1, 1971, in addition to salaries specified in this agreement. This paragraph shall apply to all members of the Association in the employ of the Village on January 1, 1975.

Section 3: The approval referred to in Sections 1 and 2 of this Article shall be applied by the Village Board in a fair and non-discriminatory manner. Further, it is the intent of the parties that said approval be applied equally among all ranks and grades.

ARTICLE XVI

LONGEVITY

Section 1: The Village will make longevity payments as follows:

After completion of five (5) years of service	\$ 450.00
After completion of ten (10) years of service	\$ 750.00
After completion of fifteen (15) years of service	\$1,150.00
After completion of twenty (20) years of service	\$1,400.00

Effective January 1, 2017 longevity payments are increased by \$50.00

After completion of five (5) years of service	\$ 500.00
After completion of ten (10) years of service	\$ 800.00
After completion of fifteen (15) years of service	\$1,200.00
After completion of twenty (20) years of service	\$1,450.00

Effective January 1, 2018 longevity payments are increased by \$50.00

After completion of five (5) years of service	\$ 550.00
After completion of ten (10) years of service	\$ 850.00
After completion of fifteen (15) years of service	\$1,250.00
After completion of twenty (20) years of service	\$1,500.00

Effective January 1, 2019 longevity payments are increased by \$50.00

After completion of five (5) years of service	\$ 600.00
After completion of ten (10) years of service	\$ 900.00
After completion of fifteen (15) years of service	\$1,300.00
After completion of twenty (20) years of service	\$1,550.00

Section 2: All longevity payments shall be made in the month of November in a lump sum payment.

Section 3: "Years of service" for the purpose of this Article shall be defined as total years of service as a Police Officer in the State of New York.

ARTICLE XVII

INDEMNIFICATION

The Village shall indemnify and save harmless any member of the Department from and against any and all liability arising from injury to person or property occasioned wholly or in part by any act or omission of a member of the Department, including any and all expenses, legal or otherwise, incurred by the Department in the defense of any claim or suit arising out of the performance of duty on behalf of the Village, provided the payment of same is not unlawful.

ARTICLE XVIII

SAFETY OF EQUIPMENT

Section 1: The Village shall maintain its facilities and equipment in a safe manner so as not to endanger the health or safety of the employees.

Section 2: No police officer shall be ordered to operate a mechanically defective vehicle if it is determined by a mechanic or superior officer that such defect may cause harm or injury to the operator or the passengers.

ARTICLE XIX

PREVIOUS PRACTICE CLAUSE

The Village shall maintain all existing benefits and conditions not received in this contract but otherwise covered by ordinance or regulation for the life of this contract.

ARTICLE XX

WORKING CONDITIONS AND SAFETY COMMITTEE

Section 1: The Village shall notify the Association at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of the emergency or major disaster over which the Village has no control.

Work schedules shall be provided to all unit members at least 30 days in advance.

Section 2: All cruisers bought in the future will contain the "police package" and will be equipped with air conditioning, electric sirens and all other equipment previously furnished to cruisers.

Section 3: Each cruiser and police officer shall be equipped with a portable radio, subject to availability.

Section 4: The Association shall form a Safety Committee composed of members of the Association. The Committee shall report to the Chief of Police unsafe working conditions.

Section 5: The parties agree to form a labor management committee that will meet at least once a year to discuss ongoing departmental issues with the Village Board.

ARTICLE XXI

TRAINING

The Village will reimburse members of the Department on a straight time basis for attendance at authorized training sessions or programs.

ARTICLE XXII

JOB DESCRIPTION

Section 1: (a) Any member of the Department covered by this contract assigned to perform duties of a higher classification, except that of acting Chief of Police, for more than five (5) consecutive days, will be paid the rate of pay of the higher classification retroactively to the first day of such assignment.

(b) With regard to the Chief of Police: (1) A replacement for up to ten (10) consecutive working days, should receive the Chief's rate, but not less than what the officer is presently paid, including customary overtime; (2) long term replacement, i.e., or more than ten (10) consecutive working days, should get the Chief's rate without any overtime; (3) permanent replacement will negotiate his/her own salary and benefits.

Section 2: The Chief of Police will be permitted to assign unit members as Detective Trainee at no additional compensation for a period not to exceed sixty (60) working days. No Association member may be assigned such duty more than once per year.

ARTICLE XXIII

PAY PERIODS

Section 1: Members of the Department will receive their bi-weekly checks on Thursday at 3:00 p.m.

Section 2: Members of the Department will receive separate checks when paid for holidays, overtime, longevity or when entitled to incentive pay, provided said payments are in excess of One Hundred Dollars (\$100.00).

ARTICLE XXIV

DAMAGE TO PERSONAL PROPERTY

Upon review and approval of the Chief of Police, the Village shall replace any damaged clothing and/or personal property of a member of the Department up to a maximum of One Hundred Dollars (\$100.00) per incident per member, provided: (a) such damage was sustained in the course of duty; (b) the member receives no other reimbursement for the damaged item from any source whatsoever, including, but not limited to, any personal insurance policy of the member. The maximum provided shall not be applicable to damage to or destruction of Detective clothing.

ARTICLE XXV

SOLICITATION OF FUNDS

The Association shall be permitted to solicit funds for the benefit of the members of the Village of Ossining Policemen's Benevolent Association, Inc. within the limits of the Village, such solicitation to be accomplished within the following restraints: (a) except as is set forth in subparagraph b, solicitation shall be limited to an annual mailing to be made under the letterhead of the Village of Ossining Policemen's Benevolent Association, Inc., the contents of the letter to be subject to the prior approval of the Village Manager for each separate event; and (b) the Association shall be permitted to raise funds by sponsoring shows and ball games after first obtaining the permission of the Village Board for each separate event. Should such permission be denied, the Village Board of shall state the reasons in writing and make them public.

ARTICLE XXVI

OFF DUTY POLICE ACTION

Any lawful police action undertaken by a member of the Department while not on duty and while in the State of New York, which action would have been taken by him/her if he/she had been on duty, shall be presumed to have been made in the course of his/her employment concerning such actions if he/she were on active duty.

ARTICLE XXVII

FUNERAL EXPENSES

The Village shall pay the total cost of the funeral of a member killed in the line of duty.

ARTICLE XXVIII

REPRESENTATION BY COUNSEL

In the event any civil action or criminal proceeding, other than a charge of Bribe Receiving, by a Public Servant in violation of Section 200.10 or 100.12 of the Penal Law, or Grand Larceny by Means of Extortion in violation of Section 155.40 of the Penal Law, is instituted against a member of the Department for acts performed in the course of police duties., the Village shall provide an attorney for the member to represent him/her in such action or proceeding at no cost to the member of the Association. A member shall have the right to retain private counsel of his/her own choice should he/she so desire. In the event the member retains private counsel, the obligation of the Village hereunder shall cease.

ARTICLE XXIX

PAYROLL SAVINGS PLAN

Employees may elect to have deducted from their bi-weekly paycheck a specific amount of money to be deposited in the employee's name in a bank, savings institution or federal credit union. Employees shall be solely responsible for the requirements associated with such an election and any requirements necessary for its implementation.

ARTICLE XXX

SUSPENSION WITHOUT BENEFITS

No member of the Department shall be suspended without benefits prior to a hearing and determination by the Village Board.

ARTICLE XXXI

RESIDENCY

All employees shall be allowed to maintain their primary residence anywhere within a twenty (20) mile radius of the Village of Ossining.

ARTICLE XXXII

SEPARABILITY

Should any part hereof or any provisions contained herein be rendered or declared an illegal or unfair labor practice by reason of existing or subsequently enacted legislation or by an decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared to be illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXXIII

LEGISLATIVE APPROVAL

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

ARTICLE XXXIV

DISPUTES

Any dispute concerning the interpretation or application of the terms of this contract or the rights claimed to exist there under shall be processed in accordance with the following procedures:

(A) Such dispute by a police officer(s) shall be presented to his/her Association representative within thirty (30) days of the incident that gives rise to the grievance.

(B) In the event that such dispute is not resolved by the Association representative, it shall be presented by the Association to the Chief of Police or his/her designee within five (5) working days of the Association's receipt of the grievance.

(C) In the event that such dispute is not then satisfactorily resolved or adjusted at the preceding step of the procedure, then the Association may present the same to the Village Board or its designee, for settlement within twenty (20) working days.

(D) In the event that such dispute is not disposed of within thirty (30) days, it may then be referred by either party to the American Arbitration Association (AAA) for arbitration under its procedures.

ARTICLE XXXV

DRUG TESTING

The parties agree to the implementation of a random drug and alcohol testing program which includes reasonable suspicion and hair testing. It is agreed that the format will be similar to that currently in effect with the CSEA Unit.

ARTICLE XXXVI

GENERAL MUNICIPAL LAW §207-C PROCEDURE

In order to insure that determinations arising by virtue of the administration of those provisions of GML §207-c satisfy the interest of those potentially eligible for its benefit, and the Village of Ossining, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by GML §207-c.

Section 1: On-Duty Illness, injury or exposure to pathogens

(A) Where practicable, all on-duty illnesses, injuries, or exposure (even a potential exposure) to blood borne or airborne pathogens, no matter how slight, must be reported to an on-duty supervisor within 24 hours.

(B) Any member reporting an on-duty injury, illness or exposure must respond for medical treatment.

(C) Generally members who become ill while on duty are not considered to have incurred a medical condition covered by GML§207-c unless medical documentation indicates that the illness resulted from the members performance of his/her duties.

Section 2: Supervisor's Reporting Responsibilities

(A) A supervisor receiving a report of an on-duty illness/injury/exposure shall create or cause to be created a computer entry in the patrol log.

(B) The supervisor receiving a report of such an illness/injury/exposure shall direct the member of service to seek medical attention regardless of the severity of the report.

(C) A supervisor receiving such a report will apprise the member of service of his reporting obligations and will assist if necessary with completing the appropriate paperwork required for a claim of GML §207-c benefits.

Section 3: GML §207-c Claims

(A) Where practicable, an officer who alleges to be injured in the performance of duties shall file with the Chief of Police's office a GML §207-c application within five (5) days of the incident causing such injury.

(B) Where practicable, an officer who alleges to be taken sick as a result of performance of duties shall file an application with the office of the Chief of Police within twenty (20) days of the incident(s) causing the sickness.

Section 4: Determination of GML §207-c Benefits

(A) The Chief of Police has the exclusive authority to initially determine whether a member is eligible for GML §207-c benefits. The Chief of Police shall render a decision within thirty (30) days of the receipt of all the appropriate documentation.

(B) The Chief of Police has the ability to initiate an investigation into the circumstances surrounding the incident alleged to have caused the injury which may include, but not necessarily limited to, sworn witness statements, all medical documentation, an independent medical examination. The member must provide the department with an authorization to release medical information form.

(C) A disagreement with the Chief's initial determination may be pursued through the hearing process described herein.

Section 5: Medical Leave Restrictions and Benefits

(A) Members of the bargaining unit receiving GML §207-c benefits shall earn and receive all personal leave days, holidays, and vacation days for the calendar year.

(B) Any member receiving GML §207-c benefits may be placed on a duty schedule at the discretion of the Chief of Police, or his designee:

1. During the hours of such duty schedule a member shall be confined to his/her place of residence, except if, for medical reasons, they need to be confined elsewhere.

2. Members on such leave shall be subject to phone call checks and/or physical visits during the hours of confinement.

3. A member on leave shall contact the desk on a recorded department phone line, while subject to confinement as set forth above, whenever they leave and subsequently return to their residence to attend a doctor's appointment or physical rehabilitation related to the work related injury or condition or some other family emergency.

4. At the member's option, they will be granted vacation, holiday, personal leave days while on GML §207-c leave during which time they shall not be subject to the requirements of the above sections

a. Any member who takes vacation or holidays or personal leave days shall continue on GML §207-c status such that he or she shall retain all of the rights as set forth in GML §207-c.

(C) Members on GML §207-c leave are prohibited from engaging in any other form of employment, except in their capacity as a member of the Village of Ossining Police Department.

(D) Members on GML §207-c leave shall continue to receive all health insurance benefits afforded to the bargaining unit while on such leave, to include family coverage.

(E) Members on GML §207-c leave shall receive full uniform maintenance/cleaning allowances not subject to a prorated adjustment, if the total days on leave do not exceed 30 consecutive days.

Section 6: Assignment to Light Duty

(A) The Chief of Police may compel an officer to respond for an Independent Medical Examination.

(B) The Chief of Police or his/her designee may assign a disabled officer specified light duties consistent with their physical condition and status as a police officer.

(C) The disabled officer shall be allowed a reasonable period of time to present documentation regarding their ability to perform any of the specified light duty assignments.

(D) An officer reporting for light duty assignment will be provided with a document defining the scope of their duties. This document will include: reasons for assignment (initial injury), restrictions, assignments, schedule, accommodations, uniform modification (if any), overtime eligibility and leave requirements. This document will also be provided to the officer's supervisors.

(E) If an officer refused to perform their designated light duty assignment, their GML §207-c benefit shall be discontinued.

(F) If a member chooses to challenge this discontinuance of benefits, they may do so pursuant to the process described herein.

Section 7: Hearing Process

(A) In the event that an officer disagrees with any final determination regarding a proposed light duty designation or the initial or continued eligibility for benefits, they will within ten (10) calendar days of the receipt of this determination, shall present to the Village of Ossining a written demand for a hearing.

1. The hearing will be conducted in accordance with the current written labor agreement.
2. The decision of the hearing officer shall be final and binding.
3. The hearing officer's fee shall be shared equally between the two parties.

ARTICLE XXXVII

TERMS OF AGREEMENT

This agreement shall be for a period of six (6) years from January 1, 2014 through December 31, 2019.

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seal on 28 day of MARCH 2017.

VILLAGE OF OSSINING, NEW YORK

By: 

Paul Fraioli, P.E. Interim Village Manager

OSSINING POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

By: 

Aaron Zimmerman, President #346

APPENDIX A SALARY SCHEDULE

	1/1/2013	1/1/2014	1/1/2015	1/1/2016	7/1/2016	1/1/2017	7/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019
Increase Percentage	2.50%	1.00%	1.00%	2.50%	2.50%	2.50%	2.50%	2.00%	2.00%	1.50%	1.50%
1st Year Police Officer	47,557	48,033	48,513	49,726	50,969	52,243	53,549	54,620	55,712	56,548	57,396
2nd Year Police Officer	62,822	63,450	64,085	65,687	67,329	69,012	70,737	72,152	73,595	74,699	75,819
3rd Year Police Officer	77,158	77,930	78,709	80,677	82,694	84,761	86,880	88,618	90,390	91,746	93,122
4th Year Police Officer	91,519	92,434	93,358	95,692	98,084	100,536	103,049	105,110	107,212	108,820	110,452
Detective (+10%)	100,669	101,676	102,693	105,260	107,892	110,589	113,354	115,621	117,933	119,702	121,498
Sergeant	105,246	106,298	107,361	110,045	112,796	115,616	118,506	120,876	123,294	125,143	127,020
Detective Sergeant	113,318	114,451	115,596	118,486	121,448	124,484	127,596	130,148	132,751	134,742	136,763
Lieutenant	116,822	117,990	119,170	122,149	125,203	128,333	131,541	134,172	136,855	138,908	140,992
Detective Lieutenant	122,665	123,892	125,131	128,259	131,465	134,752	138,121	140,883	143,701	145,857	148,045
Captain (+10% of Lt. effective 2014)	124,999	129,789	131,087	134,364	137,723	141,166	144,695	147,589	150,541	152,799	155,091