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#### Contract Database Metadata Elements

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Union: **Tuxedo Park Police Benevolent Association (PBA)**

Local:

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Tuxedo Park, Village Of And Village  
Of Tuxedo Park Pba

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**OCT 12 2000**

**CONCILIATION**

**AGREEMENT**

**between the**

**VILLAGE OF TUXEDO PARK**

**and**

**VILLAGE OF TUXEDO PARK  
POLICE BENEVOLENT ASSOCIATION**

**JUNE 1, 2000 TO MAY 31, 2003**

Tuxpkagr

*Handwritten signature*

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## ARTICLE 1 - PREAMBLE

This Agreement made the 27<sup>th</sup> day of *September* 2000, between the Village of Tuxedo Park, hereinafter referred to as the "Village", a municipal corporation in the State of New York, and having its principal offices at Lorillard Road, Tuxedo Park, County of Orange, New York and the Village of Tuxedo Park Police Benevolent Association, hereinafter referred to as the "PBA".

## ARTICLE 2 - RECOGNITION

Whereas, the Village has recognized the PBA as the bargaining unit for all full time police officers, excluding the Chief of Police, in accordance with the provisions of the Civil Service Law of the State of New York and;

Whereas, the Village and the PBA have negotiated a contract for the period of June 1, 2000 to May 31, 2003;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed between the parties as follows:

## ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement shall be for the period June 1, 2000 to May 31, 2003.

## ARTICLE 4 - HOURS OF EMPLOYMENT/OVERTIME

The work day for all full time employees shall be eight (8) hours per day, Monday through Friday, with Saturday and Sunday off, forty (40) hours per week, rotating every three (3) weeks based on the following shift tour schedules:

- "A" line - 11:00 p.m. to 7:00 a.m. to the
- "B" line - 7:00 a.m. to 3:00 p.m. to the
- "C" line - 3:00 p.m. to 11:00 p.m. and repeat the cycle.

The Sergeant may be required to work an eight (8) hour day which overlaps the starting and ending times of the shift tour schedules above to fill in for employee absences (eg., 12:00 noon to 8:00 p.m.).

During Daylight Savings Time and Standard Time changeovers, employees shall be paid for an eight (8) hour day regardless of whether that employee has worked seven (7) or nine (9) hours, as the case may be.

Work in excess of eight (8) hours in the employee's scheduled work day, when not scheduled to work, or forty (40) hours in a work week, shall be considered overtime, and paid at one and one-half times (1.5X) that employee's regular rate of pay. In the event an employee works in excess of sixteen (16) consecutive hours at any one time, that employee shall be paid overtime at the rate of two times (2X) their regular rate of pay for all hours worked.

For each event, scheduled or unscheduled, an employee who is required to report for duty, in addition to their regular work day or workweek, shall be paid overtime for the entire time required, but for not less than a minimum of three (3) hours.

#### **ARTICLE 5 - STANDBY/ON-CALL PROVISION**

Whenever a member is placed on "on-call" or standby at his residence during those hours when no member is assigned to regular duty and a police vehicle is stationed at or near such member's residence, he shall be compensated at the rate of one (1) hour the member's regular rate of pay. Those members designated as "Detective", shall be exempt from reimbursement for the aforesaid one (1) hour standby provision, but will be eligible, if called out, for the three (3) hour minimum overtime provision. It is understood that the member must be available for duty within a reasonable amount of time. If during an "on-call" or standby period, a member is called to respond to duty, the member will be compensated at the three (3) hour minimum overtime provision as stated in Article 4, and not at the one (1) hour regular rate of pay.

If a member is required to furnish his own transportation for court appearances, Department required training sessions, or District Attorney meetings, (other than at the local criminal court), he shall be compensated for each mile at the rate of twenty-five (\$.25) cents per mile.

#### **ARTICLE 6 - UNIFORMS AND EQUIPMENT**

The Village shall assume and pay the full cost and expense of the following items for each newly hired member.

1. Original issue of regulation uniform/equipment include:
  - 1 uniform hat
  - 1 rain hat cover
  - 1 winter coat
  - 1 Ike jacket

- 1 rain coat
- 4 long sleeve shirts
- 4 short sleeve shirts
- 4 pairs of all-season uniform pants
- 2 ties (worn with long sleeve shirts/jackets)
- 1 body armor protective vest
- 1 pair uniform shoes as specified by Department
- 1 duty belt
- 1 duty holster
- 1 pair handcuffs and case
- 1 PR-24 or standard baton as specified by Department
- 1 baton holder
- 1 twin ammo magazine holder
- 1 duty weapon as specified by Department
- 4 keepers
- 100 rounds of practice ammunition
- 50 rounds of service ammunition.

2. The Village shall pay 100% of the cost for replacement or repair of all equipment based on normal wear and tear. Each member shall be entitled to the following amounts for uniform replacement or repair:

|               |               |               |
|---------------|---------------|---------------|
| <u>6/1/00</u> | <u>6/1/01</u> | <u>6/1/02</u> |
| \$500.00      | \$500.00      | \$500.00      |

The cost for any uniform replacement or repair, after authorized by the Chief of Police, shall be billed directly to the Village Clerk for payment.

3. Each member shall be entitled to an annual cleaning allowance as follows:

|               |               |               |
|---------------|---------------|---------------|
| <u>6/1/00</u> | <u>6/1/01</u> | <u>6/1/02</u> |
| \$525.00      | \$525.00      | \$525.00      |

Uniform cleaning shall be done by a vendor selected by the Village.

4. The Village shall provide up to the following amounts, each fiscal year, per member, for one (1) pair of corrective lenses (excluding non-prescription tinted lenses):

|               |               |               |
|---------------|---------------|---------------|
| <u>6/1/00</u> | <u>6/1/01</u> | <u>6/1/02</u> |
| \$225.00      | \$225.00      | \$225.00      |

The member shall be reimbursed after a sales receipt or copy is provided to the Village.

5. The Village will be responsible for repairs to designated service weapon(s) used by the members in the normal course of their duties or obligations whether issued by the Department or personally owned by a member, provided said member carries said weapon as his primary service weapon while performing police duties and provided said weapon, if applicable, is designated on personnel file as said member's off duty weapon.

6. The Village, however, shall not be responsible for the replacement for any service revolver or pistol which shall have been lost by the member or otherwise separated from the member's possession unless said loss was the result of police action.

#### **ARTICLE 7 - HOSPITALIZATION**

The hospital and surgical medical coverage, under the New York State Employees Health Insurance Program, or any other reasonably equitable plan that is mutually acceptable to both the Village and the PBA, shall be fully paid by the Village for the individual and family coverage. The term "family" shall be defined by the provisions of The New York State Employees Health Insurance Plan or the applicable medical plan in force at the time of said employee's retirement. Upon New York State approved retirement with twenty (20) or more years of service, or a duty incurred disability retirement, the Village shall continue to provide fully paid hospital and surgical medical coverage for the individual and family coverage. An employee hired on or after June 1, 2000, who receives a New York State approved retirement or a duty incurred disability retirement, the Village shall continue to provide fully paid hospitalization and surgical medical coverage for only said retiree and not for members of said retiree's family. However, family members, if eligible for benefits under said member's plan prior to retirement, may remain covered under said member's plan provided the member contributes fifty percent (50%) of the difference in the cost between the individual and family plan premium and the spouse or family member is not currently receiving equitable medical coverage under another plan.

Note: "family" includes eligible dependents as defined.

#### **ARTICLE 8 - RETIREMENT**

All members shall continue to be enrolled in retirement plan 384-d (20 years), as currently defined by the State of New York Policemen's and Firemen's Retirement System and provided for by the New York State Retirement and Social Security Law. The cost of said plan shall continue to be fully paid by the Village in the same manner as such plan was constituted prior to the execution of this Agreement.

#### **ARTICLE 9 - MODE OF PAYMENT**

The Base Wage of each member shall be paid every two weeks during the term of this Agreement on a day set by the Village Treasurer. Salary will be based on an hourly rate of 2080

hours per fiscal year. A member shall be compensated by the Village for his regular salary should the calendar year exceed 26 installments or 52 weeks.

**ARTICLE 10 - LONGEVITY**

In addition to the wage provisions set forth in this Agreement, all members shall be entitled to and receive \$500.00 salary increments for every three (3) years of service with the Village, including any recognized transfer time. Such increments shall be cumulative and to take effect after his or her sixth year of service with the Village. The mode of payment for said longevity shall be two semi-annual payments payable during the 13th and 26th payroll periods of each fiscal year. Each member, if eligible for longevity, must be currently employed by the Village at the time of said member's increment payment. In addition, if during the fiscal year, a member's employment with the Village is terminated for reasons other than regular or disability retirement, said member will not be entitled to receive longevity for that fiscal year.

**ARTICLE 11 - VACATION SCHEDULE**

Each member shall be entitled to fully paid vacation leave on an annual basis as per the following schedule. If during the fiscal year, a member's employment with the Village is terminated for reasons other than regular or disability retirement, said member will not be entitled to receive compensation for unused vacation time for that fiscal year. Any vacation time not taken in a fiscal year cannot be carried over into the next fiscal year, and the member will forfeit that vacation time. In the event of extenuating circumstances, the Chief of Police shall have discretionary authority as to the use of unused vacation time.

| <u>Length of Employment</u>    | <u>Amount of Leave</u> |
|--------------------------------|------------------------|
| Completion of 1 to 3 years     | Ten (10) days          |
| Completion of 4 to 6 years     | Fifteen (15) days      |
| Completion of 7 to 9 years     | Twenty (20) days       |
| Completion of 10 to 15 years   | Twenty-two (22) days   |
| Completion of 16 years or more | Twenty-five (25) days  |

**ARTICLE 12 - HOLIDAYS**

Each member shall receive twelve (12) paid holidays per fiscal year.

Member eligibility for each holiday shall take effect on or after each particular holiday in accordance with the scheduled day of observance.

Compensation for designated holidays falling after the date of Agreement reflected in Article 1 (Preamble) of this Agreement, will be made in the following manner:



When a member is assigned to and performs regular duty on a designated holiday, said member will be compensated for such regular duty at two times (2X) said member's regular rate of pay. Such member, in lieu of receiving two times (2X) compensation for working a designated holiday, may, upon request to and approval of the Chief of Police, be granted the option to receive payment for the holiday worked at said member's regular rate of pay and receive an additional paid day off duty in lieu of eight (8) hours regular salary.

If such member performing such duty on a holiday works in excess of the usual shift, the member shall continue to be compensated at two times (2X) the member's regular rate of pay for up to and including sixteen (16) continuous hours. Time in excess of sixteen (16) continuous hours shall be compensated in the manner described in the Overtime section of this Agreement.

Should a designated holiday fall on either (1) a member's regular day off or (2) a day when a member is not performing his regular tour of duty, said member will be granted a paid day off for said holiday. In accordance with manpower needs, the Chief of Police, if unable to grant said paid days off, may compensate the member at his normal rate of pay.

Cash reimbursement for any unused holidays may be paid to a member on a semi-annual basis in accordance with the schedule dates of payment for "Longevity".

The following are designated holidays for the purpose of this Agreement:

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

Specific dates of observance and double time compensation shall be posted by the Chief of Police during the first week of June of each fiscal year.

## ARTICLE 13 - SICK LEAVE

### SUBDIVISION A

Those members having completed less than three (3) years of service, (including credited service time), with the Village, shall be eligible to receive paid sick leave according to the following pro-rated schedule:

Length of Service with the Village

Total Sick Leave Allowed

Up to (6) months of service:

5 days

*DM*

|  |         |
|--|---------|
| More than (6) months to one year of service                      | 20 days |
| More than one (1) year to (1.5) years of service                 | 25 days |
| More than (1.5) years to (2) years of service                    | 30 days |
| More than (2) years to (2.5) years of service                    | 35 days |
| More than (2.5) years to less than (3) years of service          | 40 days |
| Completion of (3) or more years of service - See Subdivision (B) |         |

**SUBDIVISION B**

Each member having completed three (3) or more years of service, (including credited service time), with the Village, will receive his/her full salary for a period of up to nine (9) weeks, (45 working days), for each non-job related illness, injury or disability.

**PROVISIONS APPLICABLE TO "A" AND "B"**

Departmental approval and payment to member for said sick day(s) as addressed under "A" and "B", shall be made upon the submission of a medical excusal note prepared by a physician duly licensed to practice medicine, reflecting (1) the physician's name, (2) location/address of office, (3) phone number, (4) patient/employee's name, (5) nature of illness/injury/disablement treated for, (6) date of treatment, (7) date(s) of excusal from work, (8) date of projected return to full duty, (if known), and (9) if applicable, referral to other treatment facilities.

No member shall receive paid sick leave for absence due to illness, injury or disability received while actively employed by person, persons or organizations other than the Village, unless a waiver is specifically granted prior to the commencement of the member's employment with such other persons.

Such injury, illness or disability shall, at the request of the Chief of Police or acting Commanding Officer in the absence of the Chief of Police, be subject to medical review by a physician of the Village's choosing, and whose determination after review as to reinstatement of said member to return to duty, will be final.

Upon absences of more than three (3) consecutive work days due to illness or disability which is not related to the employee's performance of duty, the Chief of Police may require that a physician's note be furnished substantiating the member's illness or disability.

**ARTICLE 14 - INJURIES INCURRED IN THE LINE OF DUTY**

For a line of duty injury, illness or disability, a member shall be paid his/her full salary and related medical cost while said member is absent from duty. Such disablement(s) shall be subject to medical review by a physician of the Village's choosing, and whose determination after review as to reinstatement of said member to return to full duty, will be final. The procedures and guidelines to be followed pursuant to this Article shall be in accordance with Appendix "A".

*DM*

## **ARTICLE 15 - PERSONAL LEAVE**

Each member shall receive and be entitled to eight (8) paid personal leave days per fiscal year. Approval for such leave shall be granted according to existing policy of the Department. No personal leave days shall be used in conjunction with paid vacation leave unless such use is specifically authorized prior to the commencement of such leave. Requests for personal leave days should be submitted to a supervisory officer at least eight (8) hours prior to the commencement of an assigned tour of duty. As with all forms of authorized leave or excusal, Department exigencies will be considered and may be cause for denial of such personal leave days.

Any unused personal leave days may be taken in cash at the end of the fiscal year, or added to the personal/sick leave pool reflected by prior contractual Agreement.

If during a fiscal year, a member's employment with the Village is terminated for reasons other than regular or disability retirement, said member will not be compensated for any remaining personal days for that fiscal year.

## **ARTICLE 16 - DEATH IN FAMILY LEAVE**

In the event of a death of a member's immediate family, and upon application to and approval from the Chief of Police, said member shall receive leave with pay not to exceed four (4) consecutive tours of duty, regular days off inclusive. For the purpose of this section, the phrase "immediate family" shall include any of the following: Spouse, a natural, foster or step-parent, brother, sister, child or step-child, father-in-law, mother-in-law or any relative residing in the member's household. The Chief of Police shall verify the death of and relationship of the deceased.

## **ARTICLE 17 - DEATH OF POLICE MEMBER**

The Village will incur the cost of all funeral and burial expenses of any member who shall succumb from injuries received in the line of duty to the extent of \$6,500.00.

## **ARTICLE 18 - BASE WAGE**

Members shall be paid in accordance with the following Base Wage schedule:

### Definition of Classifications

1. Police Officer - First Grade

Completion of 5 full years



- 2. Police Officer - Second Grade                      Completion of 4 full years
- 3. Police Officer - Third Grade                      Completion of 3 full years
- 4. Police Officer - Fourth Grade                      Completion of 2 full years
- 5. Police Officer - Fifth Grade                      Completion of 1 full year

|                       | <u>6/1/00</u> | <u>6/1/01</u> | <u>6/1/02</u> |
|-----------------------|---------------|---------------|---------------|
| Recruit               | \$33,740      | \$35,090      | \$36,669      |
| 5 <sup>th</sup> Grade | \$36,448      | \$37,906      | \$39,612      |
| 4 <sup>th</sup> Grade | \$39,154      | \$40,720      | \$42,552      |
| 3 <sup>rd</sup> Grade | \$41,861      | \$43,535      | \$45,494      |
| 2 <sup>nd</sup> Grade | \$44,569      | \$46,352      | \$48,438      |
| 1 <sup>st</sup> Grade | \$47,275      | \$49,166      | \$51,378      |
| Detective(s)          | \$49,166 *    | \$51,133      | \$53,434      |
| Sergeant(s)           | \$51,058 **   | \$53,100      | \$55,490      |

\* The Detective(s) shall be paid a Base Wage based on a differential of 4% over and above the 1<sup>st</sup> Grade Base Wage.

\*\* The Sergeant(s) shall be paid a Base Wage based on a differential of 8% over and above the 1<sup>st</sup> Grade Base Wage.

Effective June 1, 2000, the Village agrees to appoint a Juvenile Officer.

**ARTICLE 19 - PROFESSIONAL DEVELOPMENT**

**In-Service Training:** Subject to the approval of the Chief of Police, members will be provided professional (on duty) job related training during the course of the year for enhancement of skills needed in the course of carrying out their assigned duties.

**Higher Education and Additional Police Related Schools:** Subject to prior approval of the Chief of Police, members may be reimbursed for tuition cost for attendance of (1) New York State accredited schooling related to Police Science or Criminal Justice and/or (2) Supplemental Police training and schooling, in an amount not to exceed \$450.00 per each fiscal year. Additionally, members may, if applicable, deduct personal lodging expenses from the above amount if travel is shown to be a consideration. Such member may also, upon approval of the Chief of Police, use reimbursed lodging expenses towards In-Service Training if extended travel is deemed to be a consideration.

**ARTICLE 20 - GRIEVANCE AND ARBITRATION**

**Section 1:** This procedure is established to seek an equitable resolution of problems that arise within the Police Department. The intent of the grievance procedure shall be to settle member

grievances on as low an administration level as possible so as to incur efficiency and maintain member morale.

Section 2: Definition - A grievance shall be defined as a claim that the Village violated a provision of this Agreement and shall be resolved by the use of the following procedures:

Step 1: The grievance shall be presented in writing by the member to the Chief of Police who, within fifteen (15) working days thereafter, shall answer in writing to the grievant.

Step 2: If such answer is not satisfactory, the grievant shall present such grievance in writing, together with a copy of the answer from the Chief of Police, to the Village Board. Within twenty (20) working days of receipt of the grievance the Mayor shall provide a written answer on behalf of the Village Board to the grievant.

Step 3: If such answer is not satisfactory, the grievant may file with the New York State Public Employment Relations Board (PERB) for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties to this Agreement. The fees and expenses of the arbitrator shall be shared equally by the Village and grievant.

Section 3: Limitation on Authority - The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement nor shall he have authority to render any decision which conflicts with a law, ruling or regulation binding upon either party, nor to imply any obligation on the Village which is not specifically set forth in the Agreement.

Section 4: Time Limitations - If a written copy of the grievance was not served on the Village within thirty (30) days of the time the grievant became aware of the act, occurrence or event giving rise to the grievance or if the grievance was not submitted in writing to PERB, (copy to the Employer), within thirty (30) days after the date of response of its Step 3 presentation in writing to the Village Board, the grievance will be deemed waived and there be no right to arbitration.

## **ARTICLE 21 - JURY DUTY LEAVE**

In the event a member is noticed and required to appear for Jury Duty, and that member is scheduled to work any tour of duty on that day, he/she shall not be required to report for their regularly scheduled tour of duty, but shall report for Jury Duty as required. The member shall be released with pay and without charge to any other paid leave accrual. This provision shall apply solely to the day(s) when the member is regularly scheduled to work. The member shall use the "Call-In" system to the court, where available. The member shall provide a copy of the notice immediately upon receipt to the Chief of Police.



All fees paid to the member shall be reimbursed and/or endorsed over to the Village, when released from work. However, any mileage, tolls and/or parking, or meal reimbursements for appearing at Jury Duty, shall be retained by the member.

**ARTICLE 22 - MANAGEMENT RIGHTS**

Except as limited by the provisions of this Agreement, all of the authority, rights and responsibilities of the Village are retained by it, including the sole right to conduct the business of and carry out the mission of the Village of Tuxedo Park Police. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this Agreement.

**ARTICLE 23 - DENTAL INSURANCE**

Effective June 1, 2000, the Village shall provide dental insurance through Delta Dental Plan 775 to individual and family coverage, at no cost.

**ARTICLE 24 - CONCLUSION OF AGREEMENT**

Both parties agree that if no Agreement has been reached by midnight, May 31, 2000, the terms of this Agreement will remain in effect until such time as there is a contract settlement between both parties hereto.

This Agreement terminates all prior Agreements and understandings and concludes all negotiations during its term (June 1, 2000 to May 31, 2003). During the term of this Agreement, neither party shall unilaterally seek to change or modify the terms of this Agreement through legislative action or by any other means.

Both parties agree to support any legislative action necessary to implement the terms of this Agreement. The parties acknowledge that they have negotiated with respect to the terms of this Agreement and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

IN WITNESS WHEREOF, the Village and PBA representatives have executed this Agreement on the dates next to their signatures.

For the Village of Tuxedo Park  
Conrad Madaw 9.27.00  
Mayor Date

For the Village of Tuxedo Park  
Police Benevolent Association  
Det Robert Hill 09-27-00  
President Date

*ADM*

## APPENDIX "A"

### 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 Sergeant or Chief as soon as possible 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 duties shall hereafter be referred to, for purposes of this procedure, as a 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 Sergeant 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 disabling injury or sickness, or within ten (10) days after the member discovers, or should have discovered, the disabling injury or sickness. The Chief may, in his discretion, excuse the failure to file the application within a 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 Section 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 form 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 necessary or advisable in processing of such application. If a member is back 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 time at the meeting with the Chief in accordance with the terms of the Agreement.

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.

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 mailed to the applicant at the address specified in the application or other representative designated by the applicant. If the Chief does not render a decision within the ten (10) day time 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 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 anytime within the (10) ten days after the mailing of such decision, the applicant or his representative may serve written demand on the Village Board of Trustees 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 proceedings herein, a Hearing Officer shall be appointed by the Mayor. 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 proceedings shall be furnished to the applicant or his representative without charge. After the hearing, the Hearing Officer shall submit his recommendations to the Mayor within thirty (30) days, setting forth the basis for such recommendation. A copy of the recommendation shall be mailed to the applicant and his representative, if any.

The Mayor shall make a written decision within ten (10) days of receiving the Hearing Officer's recommendation. The Mayor's decision shall be subject to review only as provided in Article 78 of the C.P.L.R., (Civil Practice Law and Rules), and not pursuant to Article 75 of the C.P.L.R.



Section 13: An individual who is receiving benefits under GML 207-c shall not engage in outside employment or volunteer work.

Section 14: Review of Disability

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 to return to normal duty or renders him 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, that 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 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 therefore and the effective date of the termination of GML 207-c benefits.

Section 17: If the individual disagrees with the decision to discontinue or terminate GML 207-c benefits, he may serve upon the Village, 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 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 individual shall have the burden of proof by a preponderance of the evidence that such individual is eligible for GML 207-c benefits. 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 representative without charge. After the hearing, the Hearing Officer shall submit his recommendations to the Mayor within thirty (30) days setting forth the basis of such recommendation. A copy of the recommendation shall be mailed to the applicant and his

representative, if any. The Mayor 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 C.P.L.R. and not pursuant to Article 75 of the C.P.L.R.

Section 18: Consistent with the provisions of Section 207-c of the General Municipal Law, the Chief of Police shall have the right to apply for an accidental disability retirement pension and/or for a line of duty disability retirement pension benefit (on behalf of the applicant) 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 General Municipal Law, Section 207-c.

Section 20: 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.



**VILLAGE OF TUXEDO PARK  
POLICE DEPARTMENT**

**APPLICATION FOR G.M.L. SECTION 207-c DISABILITY BENEFITS**

|   |       |
|---|-------|
| Name of Applicant: (Print)                    | Date: |
| Name of Party Submitting Application: (Print) | Date: |

I hereby apply for benefits under G.M.L. Section 207-c of the General Municipal Law based upon the following:

(a) Injury sustained in the performance of duty \_\_\_\_\_.

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time, and place where the injury occurred; include the name and rank of other members who may have witnessed the incident; a brief description of the nature and extent of the injury; list the name and address of medical care providers (including hospitals) who may have treated you to date. Attach any available documents with information relevant to the injury.)

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Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Party Authorized: \_\_\_\_\_ Date: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE VILLAGE OF TUXEDO PARK POLICE DEPARTMENT OR ITS REPRESENTATIVES INFORMATION, INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.

\_\_\_\_\_  
(SIGNATURE) (DATE)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

STATE OF NEW YORK,  
COUNTY OF \_\_\_\_\_

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, BEFORE ME PERSONALLY CAME AND APPEARED TO ME, AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_