

AGREEMENT

BETWEEN THE

VILLAGE OF RYE BROOK

AND

RYE BROOK POLICE ASSOCIATION, INC.

JUNE 1, 2018 – MAY 31, 2023

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This AGREEMENT is by and between the Village of Rye Brook, New York, hereinafter referred to as the "Village", and the Rye Brook Police Association, Inc., hereinafter referred to as the "Association". The Police Department of the Village will hereinafter be referred to as the "Department".

RECITALS

It is recognized by the parties hereto that the Association is the sole and exclusive bargaining agent for the members of the Police Department of the Village, having been duly acknowledged and certified to act in that capacity as required by law.

The parties hereto acknowledge that each has bargained and negotiated in good faith and that it is the desire of the parties in entering into this Agreement to establish wages and other conditions of employment during the period of this contract, and to provide further for a proper adequate method of resolving and adjusting disputes and grievances that may arise between the parties without the necessity of any action that would disrupt or jeopardize the orderly operation of the Police Department of the Village.

The parties acknowledge that the law covering this contract shall be the Public Employees Fair Employment Act, and such provisions of the Civil Service Law and the Local Laws of the Village and the State of New York which are not inconsistent with the said act and the Civil Service Law or any of the applicable provisions of the Constitution of the State of New York, the unconsolidated laws of the State of New York as applicable, the Village laws of New York State and General Municipal Laws of New York State as applicable.

NOW THEREFORE, in consideration of the provisions contained herein, the parties agree as follows:

TERM – June 1, 2018 – May 31, 2023

ARTICLE 1 – COMPENSATION

A. ANNUAL SALARIES

The annual salaries for police officers shall be as follows:

	6/1/18	6/1/19	6/1/20	6/1/21	6/1/22
	2.00%	2.00%	2.00%	2.25%	2.25%
P.O. – 1 st year (5 th grade)	56,063	57,185	58,328	59,641	60,983
P.O. – 2 nd year (4 th grade)	82,449	84,098	85,780	87,710	89,683
P.O. – 3 rd year (3 rd grade)	99,221	101,205	103,229	105,552	107,927
P.O. – 4 th year (2 nd grade)	105,372	107,480	109,629	112,096	114,618
P.O. – 1 st grade	111,509	113,739	116,014	118,624	121,296
P.O. – Detective	119,872	122,269	124,715	127,521	130,390
Sergeant	128,233	130,798	133,414	136,416	139,485

B. SALARY DIFFERENTIAL

1. Salaries for Detectives will be 7.5% higher than Police Officer – First Grade.
2. Salaries for Sergeants will be 15% higher than Police Officer – First Grade.

C. LONGEVITY DIFFERENTIAL

Members of the Police Department covered by this contract, shall be provided the following salary differential payment, payable in the calendar quarter of the anniversary date of their employment:

After completion of eight (8) years of employment: \$1000.00

After completion of twelve (12) years of employment: \$1300.00

After completion of sixteen (16) year of employment: \$1700.00

Effective June 1, 2009, members of the Police Department covered by this contract, shall be provided the following salary differential payment, payable in the calendar quarter of the anniversary date of their employment as follows:

After completion of eight (8) years of employment: \$1000.00

After completion of twelve (12) years of employment: \$1300.00

After completion of sixteen (16) years of employment: \$2000.00

Effective June 1, 2019, members of the Police Department covered by this contract, shall be provided the following salary differential payment, payable in the calendar quarter of the anniversary date of their employment as follows:

After completion of eight (8) years of employment: \$1100.00

After completion of twelve (12) years of employment: \$1400.00

After completion of sixteen (16) years of employment: \$2100.00

ARTICLE 2 – CLOTHING ALLOWANCE

A uniform and maintenance allowance will be provided for police officers in the amount of \$1000.00. The clothing and maintenance allowance for Detectives will be \$1000.00. This allowance will be paid on the first pay day of March.

Newly appointed police officers shall be eligible for this uniform allowance after completion of one year of service to the Village.

- A. The cost of a major change in uniform requirement will be provided by the Village.

- B. Any police officer who, performs in the capacity of that position, damages or loses personal property or clothing, used for the proper performance of such duties, will be fully reimbursed for such loss by the Village.

Any police officer who, in the capacity of that position, damages or loses personal property or clothing, used for the proper performance of such duties, will be fully reimbursed for such loss by the Village, except that personal cell phone replacement shall be limited to no more than \$650 per incident and only provided if a protective case is utilized. Any reimbursement must be accompanied with appropriate proof of ownership and replacement, and any appropriate insurance coverages that exist for such cell phone should be utilized prior to requesting Village reimbursement.

ARTICLE 3 – LEAVE

A. SICK LEAVE

Each member of the Department shall be entitled to unlimited sick leave. The village shall have the right to have sick leave justification substantiated by a physician of its choice, during the period of the requested sick leave.

The findings and conclusions of said physician shall be used to determine the capacity of a member of the Department to perform assigned duties.

Administrative procedures regarding sick leave and light duty will be provided in the Procedure Manual. (Reference 207 C, General Municipal Law.)

After a member of the department is absent for more than five (5) consecutive sick days, they are required to provide a physician’s note for their absence.

After a member of the department is absent for more than eight (8) days in a calendar year, the Chief of Police may inform that person that they are required to provide a physician’s note for any additional sick time taken for the remainder of the calendar year. In reviewing the number of sick days taken in a calendar year, the Chief of Police shall take into consideration and exclude any extended sick days taken as a result of a documented extended illness or injury (i.e. pneumonia, broken bone etc. that results in over 5 sick days off).

B. VACATIONS

Each member of the Department shall be allowed the following consecutive work days as vacation:

Number of Working Days

Following one (1) year of employment:	Ten (10)
Following four (4) years of employment:	Twenty (20)
Following nine (9) years of employment:	Twenty-five (25)

No member of the Department shall be required to accept payment in lieu of vacation. Choice of vacation times shall be made according to seniority as a Police Officer in Rye Brook, Town of Rye to the degree compatible with the proper operation of the Department.

C. HOLIDAYS

Every member of the Department hired prior to May 31, 1996 shall receive each year, thirteen (13) holidays as listed below. The holidays to which each member shall be entitled shall be determined in accordance with the present practice and procedure of the Village and shall be so arranged as not to interfere with the responsibilities of the Police Department. Each member working on any of the below listed holidays will be paid twice their usual hourly rate. Holiday leave is cumulative.

- | | |
|-----------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Lincoln's Birthday | 9. Columbus Day |
| 3. Presidents Day | 10. Veteran's Day |
| 4. Good Friday | 11. Election Day |
| 5. Easter | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

Every member of the Department hired on or after May 31, 1996 shall receive each year, ten (10) holidays as listed below. The holidays to which each member shall be entitled shall be determined in accordance with the present practice and procedure of the Village and shall be so arranged as not to interfere with the responsibilities of the Police Department. Each member working on any of the below listed holidays will be paid twice their usual hourly rate. Holiday leave is cumulative.

- | | |
|-----------------------|---------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Lincoln's Birthday | 7. Labor Day |
| 3. Presidents Day | 8. Veteran's Day |
| 4. Easter | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Christmas Day |

D. PERSONAL LEAVE

Every member of the Department shall receive five (5) Personal Leave days each year. The personal leave days are cumulative.

Seven (7) days advance notice must be given to the Village in order to take a personal day on July 4th.

E. BEREAVEMENT LEAVE

Each member of the Department shall be entitled to excused time off with payment necessary to attend the wake or funeral of their immediate family, beginning with the first day of death until the day following the funeral for the following members of the immediate family: Parents, Spouse, Children, Grandparents, Spouse's Grandparents, Mother-in-Law, Father-in-Law, Brothers, Sisters, Brother-in-Law, Sisters-in-Law, and Grandchildren. This shall be limited to three (3) days. Each member will be entitled to excused time of with pay to attend funerals of Aunts and Uncles.

ARTICLE 4 – MEDICAL AND LIFE INSURANCE BENEFIT PLANS

A. Health insurance: For the 2011-12 contract year, all current unit members who are not contributing towards the cost of their health insurance (hired prior to 9/11/89) shall contribute .5% of the first grade police officer base salary towards the cost of such insurance. For the 2012-13 contract year, these individuals shall contribute .75% of the first grade police officer base salary towards the cost of such insurance. For the 2013-14 contract year and thereafter, these individuals shall contribute 1% of the first grade police officer base salary towards the cost of such insurance. These contributions shall continue for all years that the individuals are active members of the police force.

Active employees hired between 9/1/89 to 8/31/08 shall contribute 10% for individual and 25% family coverage until first grade, then join the above employees in paying a % of the first grade police officer base salary. (Rampolla & Caridi) These contributions shall continue for all the years that individuals are active members of the police force.

Active employees hired between 9/1/08 to 5/31/11 shall contribute 10% for individual and 25% family coverage until first grade, then 10% for the next 8 years for either individual or family coverage. They will then pay 1% of the first grade police officer base salary as active employee (Mutchler). These contributions shall continue for all the years that individuals are active members of the police force.

All individuals hired after June 1, 2011, shall be responsible for the payment of 10% of the cost of individual health insurance or 25% of the cost of family health insurance

until they reach the rank of first grade police officer. Thereafter, such individuals shall be responsible for the payment of 10% of the cost of either individual or family health insurance, whichever is applicable, for all years that the individuals are active members of the police force. These contributions shall continue for all the years that individuals are active members of the police force. The above modifications to active employee's medical contributions shall have no effect on their medical plan upon their retirement. The village shall continue to pay 100% of cost of the members' individual and family medical plan upon retirement.

The Village maintains the Alternative MEBCO Health Insurance Plan for all unit employees and retirees. Effective January 1, 2005, the Village shall have the right to switch from the current health insurance plan to the Empire Plan. If it makes the switch, the Village is obligated to provide the Empire Plan Core Plus Enhancements.

- B. The Village shall pay all costs incurred in maintaining a dental plan, for members of the Department and retired members, benefits of which are equivalent to the dental insurance plan in effect on the expiration date of the previous contract, or a mutually agreed upon plan.
- C. The Village shall provide for a \$75,000.00 Life Insurance Policy, which includes an accidental death benefit clause, for each paid police officer, and pay all costs thereof. The Village shall provide a \$7,500.00 Life Insurance Policy, or an equivalent death benefit for each retired police officer, and pay all costs thereof.
- D. Optometry Plan-Vision Care for police officers and dependents shall be as follows:

<u>OPTOMETRY-VISION CARE</u>	<u>ALLOWANCE PER PERSON PER 24 MONTH PERIOD</u>
Vision & Health Eye Exam	\$80
Single Vision Lens – per lens	\$44 (maximum \$88)
Bi-Focal Vision Lenses – per lens	\$70 (maximum \$140)
Frame	\$62.50

- E. A dependent shall be defined as in the health insurance policies presently in effect.

- F. The Village agrees to the adoption of Section 208-b of the General Municipal Law, which provides for a death benefit for the families of police officers who die while in performance of duty.
- G. Any member of the Department shall have the right to withdraw from the hospitalization and medical benefit plan provided for the members of the Department. Any member who is receiving family or dependent coverage, who withdraws from the plan provided by the Village shall be paid \$2,000 per year by the Village. Any member who is receiving individual health insurance coverage who withdraws from the plan shall be paid \$900 per year by the Village. One-half of each annual payment shall be paid in the seventh month after withdrawal. One half of each annual payment shall be paid every six months thereafter, for as long as the member is not covered by the hospitalization and medical benefit plan. A member shall be entitled to re-enter the plan upon thirty days notice to the Village. If a member re-enters the plan after withdrawal, the annual payment to the member shall be pro-rated and the member shall be paid one-twelfth of the annual cost for each month that the member was not covered by the hospitalization and medical benefit plan provided by the Village.

ARTICLE 5 – OVERTIME DUTY

Whenever a member of the Department is required by the Chief of the Department, or by an officer acting in a supervisory capacity to remain on duty beyond their regular tour of duty, the member shall be paid a minimum of one hour of pay at the rate of time and one half. In such instance the member may be required to be on duty for an hour.

The minimum call out pay, including holdovers and individuals coming in on the next tour for officers who are called in for duty when not scheduled for such duty shall be three (3) hours at the overtime rate of time and one-half. However, the minimum holdover pay shall be two (2) hours for individuals being held over on a tour for court purposes.

The hourly rate applicable to each person shall be determined according to the salary schedule for his rank. In the event the member's presence is required beyond the one, two or four hours minimum, payment shall be related to each next half hour.

All members of the unit shall be permitted to accumulate up to 40 hours of compensatory time. Upon completion of 17 years in the Rye Brook Police Department the member may accumulate up to 80 hours of compensatory time.

No officer is eligible for overtime for any of the next (3) consecutive tours (i.e. a 24 hour period) after being out sick, unless management orders the officer in for an emergency. Management may also offer overtime to an officer who is otherwise ineligible in order to prevent an officer from being ordered to work a triple shift, or to prevent an undue

hardship as determined by the Police Chief or Police Lieutenant, whose decision shall be considered final.

COURT TIME

In the event that any member of the Department is required to appear in court in a matter related to his performance as a police officer when the individual is not scheduled for a regular tour of duty, then such member shall be compensated at the rate of time and one half for overtime. The hourly rate applicable to each individual shall be determined according to the salary schedule of their rank. The term "Court" shall include appearances at administrative proceedings before the Commissioner of Motor Vehicles, the Alcoholic Beverage and Control Board and other administrative bodies having the power of subpoena, together with all appearances required in local Village or Town Justice Courts, Family Court, County Court, Supreme Court, Federal Court, covering the jurisdiction of the State of New York or elsewhere, and appearances before the Grand Jury or when an appearance is required in any of the aforesaid courts pursuant to a subpoena for testimony to be given concerning duties performed by any member of the Department as a police officer. When a member is so required to appear, said member shall be paid for a minimum of two hours.

If Court time does not occupy the entire two hours, the officer will report for duty for the remainder of the two hours. In the event the member's appearance extends beyond two hours, then the payment shall be related to each next half hour.

ARTICLE 6 – RETIREMENT

- A. All retirement benefits in effect May 31, 1983, shall remain in effect for the life of this contract.
- B. All retirement benefits in effect on May 31, 1993 shall be remain in effect.
- C. Village of Rye Brook shall provide all those retirement benefits a provided for in its resolutions of May 31, 1983, namely:
 - 1. Additional benefits of Section 375 E. of the Policemen's Firemen's Retirement Law entitled, Guaranteed Retirement Benefits for Employees for Participating Employers.
 - 2. Career Retirement Plan of Section 375 G of the Retirement and Social Security Law as presently or hereinafter amended.
 - 3. Benefits of Section 375 of the Retirement and Social Security law as presently or hereinafter amended.

4. Retirement after twenty (20) years of service as provided in Section 384-D of the Retirement and Social Security Law or any subsequent amendment thereto.
5. Provisions of Section 302, subdivision 9 (D) of the Retirement and Social Security law as presently or hereinafter amended.
6. Provisions of Section 375 C of Article 8 of the Retirement and Social Security Law.
7. Additional amount required for the purpose of retiring under after twenty-five (25) years of service as provided by Section 384 of the Retirement and Social Security Law or any subsequent amendments thereto.

ARTICLE 7 – PROFESSIONAL DEVELOPMENT

The Association and the Village recognize that the furtherance of Police Service is enhanced by the training and education of employees, and to that end, the following policy for paying certain costs relating to such education and training is hereby adopted.

1. All police officers are eligible to apply for this benefit and will be encouraged by the Association to do so.
2. All schools must be approved by the Village Mayor and the Police Chief.
3. A certificate of completion must be submitted to the Police Chief at the end of each semester for which a member of the Police Department is to be reimbursed for their time spent at school, tuition fees and books.
4. In order for an applicant to be entitled to reimbursement, the individual must have a certificate of completion of the course and must have attended at least $\frac{3}{4}$ of the class time for each course; the individual must present justification of absences; where grades are issued, they must attain a passing grade.
5. The Village Board is hereby given the power and authority to waive and excuse the attendance requirement of Section 4 above, on the showing of good cause of the applicant.
6. The maximum reimbursement for any one applicant for attending Police Tutorial School for any complete year shall be \$500.00; time being computed at the officer's regular hourly rate.

7. An officer who is not fit for light duty will not be considered fit for attending school.
8. The Village shall sponsor in-service training programs. Each member of the Department shall be required to attend a minimum period of thirty (30) hours during the calendar year. In service training programs scheduling will be determined by the Chief of Police or the Police Committee. Each member of the Department shall be compensated at their hourly rate for attendance at said programs during their regular tour of duty. Training programs attended on off duty time will be compensated at the officer's time and one-half rate. In the event the Chief of Police or the Police Committee fail to sponsor in-service training programs during the term of this Agreement, each member of the Department shall be paid at the hourly rate provided by this section for a minimum of thirty hours.
9. The minimum hours of in-service training shall be 40 hours during each calendar year. The first 30 hours shall be paid in accordance with the above referenced terms. The 31st through 40th hours shall be paid at the straight time rate. In the event the Chief of Police fails to sponsor in-service training programs during each year of this Agreement, each member of the Department shall be paid at the hourly rate provided for in this section for a minimum of 40 hours.
10. The maximum Professional Development reimbursement shall be \$1,900 per year. All or part of the amount may be used for educational purposes directly related to Police work as approved by the Chief of Police and Village Mayor.
11. It is agreed that the Tuition Reimbursement Benefit may be applied to pay for a gym membership provided the unit member can provide proof that they attended the gym a minimum of two (2) days per month.
12. With respect to approved courses at accredited colleges, universities or police test prep class that are taken outside of a classroom, the Village will pay the costs (within the contractual limits) of tuition and course materials, but will not pay for time spent taking the course.
13. If the Police Department posts an opportunity to attend training at least 30 days in advance, any officer(s) that signs up for such training agrees that they are waiving the right to a schedule change for that training event and the officer who is subject of this change would not be required to remain in a new schedule beyond the training period. If no one signs up for the training opportunity, the Police Chief can assign an officer to the training without a new schedule change but this should be limited to one non-voluntary training event of any length per officer per year. After the one required non-voluntary assignment, or if the training opportunity is not

posted or if 30 days' notice is not provided, the Chief shall continue to ask to waive the schedule change.

ARTICLE 8 – RECIPROCAL RIGHTS

The Village recognizes the right of the police officers to designate Representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit police officers during working hours. Such police representatives shall also be permitted to appear at public hearings before appropriate municipal organizations.

The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer.

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 these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the police officers and the uninterrupted operation of the Police Department.

An employee who is designated to represent the police officers shall have the right to attend statewide conventions and meetings of the Police Conference of New York, Inc. pursuant to his obligation as officer or delegate of the bargaining unit herein, and shall be permitted a reasonable amount of time free from his regular duties to exercise this right. The Rye Brook PBA President or Delegate of the Association shall be permitted free time from his regular duties to attend State, County, and local functions. Excused time for other than local Association meetings will be limited to eight (8) days.

ARTICLE 9 – DISPUTES

Any disputes arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

SECTION 1) Such dispute by a police officer(s) shall be presented in writing to the Chief of Police within fifteen (15) working days from the occurrence or cause giving rise to the dispute or receipt of notice thereof.

SECTION 2) In the event such dispute is not resolved within five (5) working days from such presentation, it shall then be presented to the Village Administrator for settlement.

SECTION 3) In the event such dispute is not disposed of under Section 2), the Employer or the Association, not later than twenty (20) days after presentation to the Village

Administrator may invoke arbitration before the Public Employment Relations Board (PERB). An appointment shall be made in accordance with the rules of procedures set up by PERB. Costs for such arbitration will be shared equally by the Association and the Village.

SECTION 4) Time limitations may be suspended by mutual written agreement of both the Village and the Association.

ARTICLE 10 – WORKING CONDITIONS, EQUIPMENT, VACANCIES, PATROL

- A. The Village shall notify the Association at least seven (7) days in advance of any changes in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Village has no control.
- B. The Village will provide false-arrest insurance for members of the Department.
- C. Police vehicles will be air-conditioned.
- D. There shall be a minimum of two (2) police officers on each patrol and one (1) police officer assigned to desk duty on each of the three (3) tours of duty. If such minimums are not met, replacements will be ordered in to report to duty by the Chief of Police, the officer in charge of such tour. Officers ordered to report for duty to cover such deficiencies will be compensated at the overtime rate.
- E. The Village shall provide necessary equipment for the proper performance of police duties.
- F. The Village shall notify the Association and the involved member at least seven (7) days in advance of any change in schedule. Thereafter, said change shall remain as newly established by the change, in a “five (5) days on, seventy-two (72) hours off”; five (5) days on, eighty-one (81) hours off rotation for a period no less than twenty (20) days unless a situation arises that is unforeseen which causes a loss of manpower from said schedule due to illness or injury lasting more than thirty (30) days or due to the removal from said schedule of personnel on a permanent basis, such removal being the result of an unforeseen circumstance. Effective 2001 the Village and the PBA mutually agreed to institute a new work chart of steady midnights and rotating day and evening tours instead of all three (3) rotating tours.

Notwithstanding the above, the twenty (20) days provision shall be optional with the officer, in which case the individual will revert back to their original schedule, upon completion of the schedule change.

- G. Those members of the bargaining unit assigned to the steady overnight tour of duty, shall be assigned to work sixteen (16) hours for the purposes of training without additional compensation.

Effective with the implementation of the Steady Tour Agreement, vacation time shall be converted from days to hours.

Those members of the bargaining unit assigned to the rotating 7:30 a.m. to 3:30 p.m. and 2:30 p.m. to 10:30 p.m. tours of duty shall be required to report to work ten (10) minutes prior to the beginning of the shift for the purposes of line-up instructions. In addition, effective February 1, 2003, members assigned to the steady midnight shift shall be required to report to work ten (10) minutes prior to the beginning of the shift for the purposes of line-up instruction.

In the event a member of the bargaining unit assigned to the steady midnight tours is requested to meet with the department Lieutenant or Chief at the conclusion of his tour of duty, the first thirty (30) minutes of "holdover" time will not be compensated. It is understood that the member will not be requested to holdover for this purpose for more than one (1) hour per pay period.

In the event a member of the bargaining unit is assigned to work overtime on the overnight shift, the overtime assignment will be for nine (9) hours only. The member will be required to work only between the hours of 10:30 p.m. to 7:30 a.m.

In the event a member of the bargaining unit does a mutual switch with another member, that mutual exchange will be for nine (9) hours only.

A steady overnight tour will be staffed by volunteers based upon seniority. In the event there is an insufficient number of volunteers, vacancies will be filled on the overnight tour of duty based upon the inverse order of seniority.

In the event the most junior officers are involuntarily assigned to the steady overnight tour of duty, that junior officer can only be ordered for a maximum of one (1) year, initially.

Rookie police officers may be exempt from the involuntary assignment to the steady overnight tour of duty for up to the first year from the date of their hire.

Those members of the bargaining unit who are assigned, either voluntarily or involuntarily, must commit for the entire calendar year, unless there is an agreement with another member of the bargaining unit to accept such assignment.

Those members of the bargaining unit who are assigned to the overnight tour will pick vacations only among those other members assigned to the midnight tour.

Prior to October 15th of each year, the bargaining unit shall be canvassed in order to determine whether there are sufficient volunteers to staff the overnight tour for the next year. The department shall post the schedule on or before November 1st of each year for the ensuing year.

- H. When a member has been granted a “day off due”, it shall not be canceled without at least forty-eight (48) hours prior notice; unless an emergency arises. Emergency shall be defined as: “Any event, incident or situation that requires at least one additional police officer over the amount scheduled for the tour in question prior to the granting of any days off due not to include officers on vacation”.
- I. A Labor-Management Committee is to be established to meet monthly if requested by either party for the purpose of discussing problems that are not part of the grievance procedure otherwise described in the contract. Such committee is to be made up of three (3) members selected by the Association and three (3) members selected by the Village.

ARTICLE 11 – AGENCY SHOP

In accordance with Chapter 677-678, New York State Laws of 1977, the Village shall notify all officers of the Department that they have the right to join the Association. If they do not choose to join the Association, or if their membership has not yet become effective, they shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member of the Association.

At that time that an employee membership in the Association becomes effective, the agency shop deduction shall be discontinued on the same date the Village gives effect to the dues check-off authorization.

An employee who terminates Association membership shall have deducted from his salary an agency shop fee effective on the same date on which the Village gives effective to a revocation of authorization for dues deduction.

The Association shall certify to the Village the appropriate amount or rate of the agency shop deduction. The Association shall have exclusive right to the use and transmittal of the agency shop fee for employees within the affected bargaining unit. The Village shall transmit such agency shop fees as collected in same manner in which union dues are transmitted.

Upon receipt by the Village of certification of a change in the amount of the agency shop fee deduction as hereinbefore provided, employees having such deduction shall be so notified in writing by the Village and of the date on which such new deduction will begin. A copy of this notice shall be sent to the association.

The Association shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Association.

The Association affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, or any part of the agency shop fee which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE 12 – DEFERRED COMPENSATION

All members of the Association shall have the right to participate in a deferred compensation plan as provided by the Village, upon implementation of such plan.

ARTICLE 13 – SEPARABILITY

Should any part thereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such validation, the parties agree immediately to meet and negotiate substitute provisions.

ARTICLE 14 – PREVIOUS PRACTICE CLAUSE

The Village agrees to the continuation of all previous practices.

ARTICLE 15 – MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village including the right to determine the mission, methods, and purpose of the Department and objectives of the Village including the examination, selection, recruitment, hiring and promotion of employees pursuant to law, to establish specifications for each class of positions and to classify and reclassify or to allocate and reallocate positions in accordance with law, and to discipline or discharge employees in accordance with law, shall be deferred to the Village.

This clause shall in no way be interpreted to change, modify or abrogate any other provision of this Agreement, and in case of any conflict, the remaining provisions of this Agreement shall control.

ARTICLE 16 – GENERAL MUNICIPAL LAW §207-c

The parties agree to finalize a General Municipal Law §207-c procedure.

ARTICLE 17 – CAFETERIA PLAN

The Village agrees to maintain an IRS §125 plan. Effective June 1, 2004, the Village agrees to increase the cap on the medical component of the plan to the maximum amount allowable under law.

ARTICLE 18 – BULLET PROOF VEST

The Village agrees that it will replace the bullet proof vests of unit members whose warranties expire. The Village agrees to accomplish this by replacing at least twenty (20%) percent (or a lesser percent if more than eighty (80%) percent have already been replaced) of the vests in each of the next five (5) years. This replacement obligation will continue to apply unless the warranty period of the vests lasts beyond five (5) years, in which case the continuation of this clause will be subject to negotiations.

ARTICLE 19 – TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of June 2018, and shall remain in full force in effect through May 31, 2023.

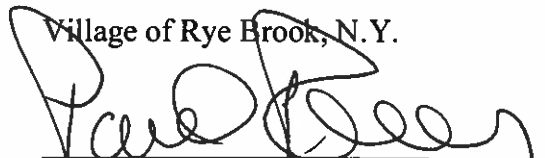
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 5th DAY OF *June* 2018.

Rye Brook Police Association, Inc.



Aaron Weiss, President

Village of Rye Brook, N. Y.



Paul S. Rosenberg, Mayor