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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF CHESTER

and the

**TOWN OF CHESTER POLICE
BENEVOLENT ASSOCIATION**

January 1, 2020– December 31, 2025

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PREAMBLE

This labor agreement is made by and between the Town of Chester, (hereinafter referred to as "Employer") and the Town of Chester Police Benevolent Association, (hereinafter referred to as "PBA").

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

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

Article 1 – Recognition and Application of Contract

1.1 Definition of Collective Bargaining Unit

The Town of Chester recognizes the Town of Chester Police Benevolent Association as the sole and exclusive bargaining agents. Included in the bargaining unit are all full-time and regular part-time Officers, Detectives and Sergeants. Excluded from the bargaining unit are the Chief of Police and any Civilian members of the department. The term "police officer", "officer", and "employee" may be used interchangeably throughout this agreement.

1.2 Application of Contract

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

Article 2– Obligation of the PBA

2.1 No Strike Clause

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such strike or concerted activity.

Article 3– Collection of Dues and Hold Harmless

3.1 Membership Dues

Any employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. Upon written authorization of the employee concerned, and unless said employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's payroll check in the amount specified in the written authorization. The amounts so deducted shall be forwarded to the PBA or designee at the end of each calendar month after the deduction(s) are made.

3.2 Hold Harmless

The PBA hereby fully indemnifies and hold harmless the Employer, its' employees, and/or agents for any monies withheld from wages and transmitted to the PBA pursuant to the above.

Article 4– PBA Rights and Responsibilities

4.1 PBA Officers

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

4.2 PBA Bulletin Board

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

4.3 Labor / Management

The PBA President and Town Supervisor shall meet at the request of either party, with no more than one meeting every other calendar month, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designated representative or PBA President or designated representative at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

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

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this agreement.

4.4 Leave for Contract Administration

The PBA President, or designee, will be allowed release time, with pay, for a limit of forty-eight(48) hours per year, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend PERB conferences and hearings pertaining to the Town of Chester.

4.5 Meetings with Management

The PBA President, or designee, will be allowed release time during working hours, without loss of pay or leave credits, if the meeting is requested by the Chief Of Police or Town Supervisor.

4.6 Leave for Negotiations

The Union shall designate members to attend negotiations with the Town. Only two employees will be allowed release time without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

Article 5– Workday and Work Schedule

5.1 Workday

The workday for all full-time employees shall be eight hours within the scheduled shift tour as set forth in this Article. The part-time employee may be scheduled for hours of work outside of the work schedule as set forth in this Article and for less than eight hours, but a minimum of three hours. No employee shall be scheduled for more than 16 consecutive hours or work more than 16 hours in a 24 hour period without 8 consecutive rest hours, except in the event of a declared emergency.

5.2 Work Schedule – Work Week

a) Shift Bids –

Bids will be submitted to the chief or his designee for the calendar year by October 1st.

Employees assigned to patrol will submit their shift bids for each quarter for the calendar year with the following provisions:

- All employees must bid and be assigned one quarter A lines as their first choice for one quarter, except Patrol Detective and SRO, who do not have to bid A lines, but must bid one quarter C Lines.

- No employee can work a calendar year of A lines, employee must work a different line for one quarter.

- Quarters run from:

 - January 1st – March 31st, April 1st – June 30th,

 - July 1st – September 30th, October 1st – December 31st

- Shifts will be assigned by seniority by each quarter.

 - Exception: when a junior employee has yet to work an A line that employee will bump a senior officer from A line to work his/her quarter of A lines.

- All employees assigned to patrol must choose three shifts per quarter.

b) During the yearly rotation, no full-time employee shall be switched from their scheduled bids as set forth above. A full-time employee may be switched from their scheduled tour of duty for the purpose of attending training, with the prior approval of that employee. Either party may request to negotiate changes to current shift schedules during the life of the contract.

c) All employees shall be entitled to mutually switch their tour(s) of duty with the approval of the Chief of Police or his designee.

d) The regular workweek shall not exceed forty hours in any seven-day consecutive period.

e) The town shall have a minimum staffing of two police officers assigned to patrol on any given shift in which police officers are on duty, unless otherwise determined by the chief of police for extenuating operational and emergency situations. Sergeants assigned to their regular shift cannot be used to meet minimum manning.

f) Any full-time member may, with the approval of the Chief of Police, work hours or shifts which are not consistent with those listed in Article 5, Section 5.2 of the current collective bargaining agreement. The change must be mutually agreed upon between the Chief of Police and the full-time member.

g) The detective may work hours or shifts that are not consistent with those listed in Article 5, Section 5.2 of the collective bargaining agreement. The change must be mutually agreed upon between the Chief of Police and the Detective. The total cumulative days worked during the calendar year by the Detective will not exceed the number of days worked by Police Officers that are in the 4/2 rotation as currently provided in Article 5.2.

h) Any employee assigned to the police academy for the Basic Course for Police Officers shall work a schedule of 5 days on and 2 days off for the duration of their assignment at the police academy. Upon successful completion of the academy they shall be placed in a 4 day on and 2 day off work schedule.

i) Any employee assigned to the police academy or to field training subsequent to graduation from the police academy shall not be eligible for voluntary overtime assignments.

5.3 Part-time Availability

All part-time employees shall submit their availability no later than the 1st of each calendar month, for the ensuing calendar month. All part-time scheduling shall be equally distributed and posted no later than the 15th of each calendar month.

Article 6– Overtime, Call-In Pay, Mandatory Overtime

6.1 Overtime Payment and Compensation

Work in excess of eight hours in any workday or scheduled day off, or forty hours in any workweek, shall be considered overtime. For all full-time employees, the term work shall include any use of accrued or earned time.

Work in excess of eight consecutive hours, or forty hours in any workweek, shall be considered overtime for all part-time employees.

Overtime shall be authorized in advance by the Chief of Police or those so designated, when possible. Except for required mandatory overtime situations described in the body of section 6.2, no employee shall be required to work overtime unless provided reasonable notice, except in situations requiring the completion of an assignment. Assignment of overtime shall be distributed following the guidelines set forth in the Town of Chester Police Department overtime callout policy.

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

1 through 15 minutes – one-quarter (1/4) of an hour

16 through 30 minutes – one half (1/2) of an hour

31 through 45 minutes – three quarters (3/4) of an hour

46 through 60 minutes – one hour

All overtime shall be paid in cash or compensatory time off (at the rate of time and one-half) at the option of the employee.

No employee will be eligible to work an overtime patrol coverage shift on the same calendar day that they are scheduled for a full-day of voluntary training without the approval of the Chief of Police.

Any employee who calls in sick for his/her regularly scheduled tour will not be eligible for voluntary overtime pay during the twenty-four (24) hour period subsequent to the absence, provided that there are other employees who are willing to volunteer for the overtime assignment.

6.1.1 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over eight hours in a given workday or forty hours in a given workweek.

An employee may carry compensatory leave credits from one calendar year into the next, however, in that next year the employee may only convert a limited amount of overtime into additional compensatory leave credits up to a maximum of two hundred and sixty-four (264) hours.

If an employee has over 224 hours of compensatory leave credits as of December 1st, the Town shall issue the employee a check separate from uniform maintenance check and employees bi-weekly check at the employee's then current rate of pay for all additional hours of credit over 224 hours.

The employee must receive prior approval from the Chief of Police or his designee to take compensatory leave. The Chief of Police or his designee shall exercise a liberal policy in the approval of the request.

An employee may elect to receive cash payment for up to eighty (80) hours of accumulated compensatory time during any calendar year (January 1st through December 31st). Payment will be made within thirty (30) days following the date the request was made. Payment will be at the employee's then current rate of pay. This will be issued in a separate check from any payroll or uniform allowance check.

6.2 Mandatory Overtime Policy and Procedure

The purpose of this policy shall be for the sole purpose of maintaining the contracted PBA minimum staffing level of no less than two officers assigned to patrol at all times when patrol is scheduled to work, these two officers may include full time, part time officers, detectives and sergeants.

After exhausting the voluntary shift coverage callout procedure, including contacting all part-time and full-time officers, the vacant shift shall be offered to the prior shift and shift following the vacancy as a split shift, to be split in hours at the employee's convenience, as long as the whole

vacant shift is covered. If the shift is not covered by this method, the department employee shall begin the mandatory shift coverage procedure.

A separate list for mandatory shift coverage shall be maintained by this department. This list will be maintained in the shift coverage call book. This list will name all current full-time and part time officers eligible for patrol, beginning with the officer with the least seniority and ending with the officer with the most seniority.

Each officer will provide the Town with a specific telephone number(s) at which the officer can be contacted for the mandatory shift coverage. The Chief or his/her designee shall contact each officer via the designated number in accordance with a rotating seniority list. If the officer does not answer the call, the Chief or his/her designee shall call the next officer on the list until an officer is contacted.

When contact is made with an officer, that officer will be instructed to report for shift coverage, and on what date and time, and this will also be noted in the appropriate box. An eight-hour minimum time frame will be required for assigning officer to work mandatory shift coverage if the officer is off duty.

If for any reason the first officer on the list being called for mandatory shift coverage is not reached, this officer will be the first officer called again the next time mandatory shift coverage is being assigned. The officer that was assigned to the previous mandatory shift coverage from the callout procedure will be the last officer to be contacted the next time mandatory shift coverage is being assigned. If the first officer called was reached and assigned to work the shift coverage, the next officer will be first to be called the next time the mandatory shift coverage is being used.

In the event that no officer can be reached, the senior officer on duty will be offered the shift a final time. If that officer refuses, the junior officer will have to take the shift. If the officer is working with a part-time officer who is exempt by reasons stated below, the officer must take the shift. The officer forced to take the shift shall be placed at the bottom of the mandatory shift coverage list.

Part time officers scheduled to work at another place of employment are exempt if it conflicts with a previously scheduled tour of duty for their other place of employment. All other times part time officers are subject to the mandatory shift coverage.

Officers that are scheduled for vacation, approved bereavement, compensatory time, personal days off and regularly scheduled days off attached to prior mentioned time off will be exempt from mandatory shift coverage.

6.3 Call-In Pay

All full-time employees who are called in and report for work, when not regularly scheduled to work, shall be guaranteed a minimum of three (3) hours of overtime pay, to be compensated as provided for in this Article. In the event of a departmental staff meeting, the guarantee shall be four hours of overtime pay.

All part-time employees who are called in and report for work, when not regularly scheduled to work, shall be guaranteed a minimum of three (3) hours of pay, to be paid at their straight time rate of pay. However, in the event the part-time employee works as set forth in 6.1 above, they shall be compensated as provided therein.

Article 7– Leaves With Pay

7.1 Vacation

7.1.1 Allowance (back-loaded on anniversary date):

An annual vacation with pay shall be granted to all full-time employees in accordance with the following schedule. The employee will be credited with paid vacation leave on the employee's anniversary date.

Completed Years of Service	Vacation Hours Credited
1 through 4	80 hours (10 workdays) per year
5 through 9	120 hours (15 workdays) per year
10 through 12	144 hours (18 workdays) per year
13 through 17	184 hours (23 workdays) per year
18 years and above	224 Hours (28 workdays) per year

7.1.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

7.1.3 Accumulation: An employee is to use all vacation credits before the employee's anniversary date. However, all full-time employees shall be entitled to accumulate and carry over into the next year a maximum of eighty (80) hours, ten (10) work days of vacation.

7.1.4 Scheduling: The Chief of Police shall establish the vacation schedule of the department for each year, at which time the employees shall select vacation on the basis of seniority as described in Section 11.1 for the year in which it is to be taken. The Chief of Police shall issue the vacation schedule to the most senior Patrol Detective/Police Officer of the same rank for selection of vacation picks. Each Patrol Detective/Police Officer will have one week after issuance to make vacation selections and then return the vacation schedule to the Chief of Police, or designee. The Chief of Police, or designee, shall record the Patrol Detective/Police Officer's selection on a master schedule and issue the vacation schedule to the second most senior Patrol Detective/Police Officer of the same rank. This process shall repeat until all Patrol Detectives/Police Officers have selected vacation picks. All requests must be submitted in writing by December 15th of the prior year and the schedule will be established on or before December 22nd. No Patrol Detective/Police Officer of the same rank shall be granted vacation leave at the same time. However, if the department has over nine full-time Patrol Detective/Police Officers of the same rank, starting with the Monday following Father's Day and ending on the Monday prior to Labor Day, two Patrol Detectives/Police Officers of the same rank may be on vacation at the same time.

All full-time employees shall select vacations in minimum blocks of one workweek and a maximum of two workweeks. A full-time employee may be granted more than two work weeks of vacation in the event that no other employee is scheduled for vacation during the time period requested. In the event an employee does not select a continuous workweek, that employee shall not be entitled to seniority preference.

Vacation leave may be granted and used in units of one hour or multiples thereof, subject to the approval of the Chief of Police or his designee, but shall not have preference to vacation blocks as set forth above.

7.1.5 Separation: In the event of separation of any full-time employee from service, an employee or employee's duly designated beneficiary or estate, as the case may be, shall be compensated for by cash payment, of all unused vacation credits no later than the payroll following separation. To be eligible to receive this payment, an employee who is to resign or retire must give written notice in advance of the last day of employment. In the event an employee's employment is terminated due to disciplinary action, the Town Board may deny a settlement for unused vacation leave.

7.2 Sick Leave

7.2.1 Allowance (monthly accrual): All full-time employees shall earn four hours of sick leave every pay period which represents one hundred four (104) hours annually, or thirteen (13) work days. The employee will be credited at the end of each pay period after it has been earned.

7.2.2 Accrual During Leaves of Absence: A full-time employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

7.2.3 Accumulation: Unused sick leave credits may be accumulated without limitation.

7.2.4 Use of Sick Leave: Sick leave shall be authorized in the event of the illness or other physical disability of the employee. An employee may also use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

7.2.5 Family Sick Leave: A full-time employee may use accumulated sick leave credits for family illness or injury if the employee must provide direct care to an immediate family member. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step children and foster children. In the event the employee must be absent from work beyond a continuous thirty-two hours, the employee should apply for leave under the Family and Medical Leave policy.

7.2.6 Notification of Sick Leave: The employee is responsible for notifying the Department each time sick leave is to be taken. The employee shall notify the Department a minimum of two hours before the start of their scheduled shift.

7.2.7 Medical Verification: Upon absences of more than three (3) consecutive working days because of illness or disability which is not related to injury, illness or disability of the job, the Chief of Police may require that a physician's certificate be furnished substantiating the employee's claim of illness or disability. The Town Supervisor may require medical verification of an employee's absence if the Town Supervisor perceives the employee is demonstrating a pattern of abuse.

The Chief of Police may require employees who have been on sick leave, prior to and as a condition of their return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer to establish that the employee(s) are able to perform their normal duties with or without restrictions and that their return to work will not jeopardize their own health and safety or the health and safety of other employees.

7.2.8 Payout upon Separation: Upon separation for any reason from the Employer, a full-time employee and the employee's beneficiaries, as the case may be, shall be paid for unused sick leave up to one half of the amount that the employee would accrue in their career based on Tier. (I.E. Tier 2 through 5 can accrue up to 2,080 hours for 20 year retirement making their cash out maximum 1,040 hours, Tier 6 and up can accrue up to 2,600 hours for 25 year retirement, making their cash out maximum 1,300 hours) Any hours accumulated beyond the 50% career total can be used as terminal leave with the exception of 100 hours that will be given "paid" back to the Town of Chester to secure benefits beyond retirement.

Upon retirement = 50% of accumulation

Upon separation = 20% of accumulation

7.2.9 Separation: In the event the employee is terminated, or resigns after formal charges have been preferred, the employee shall not be entitled to payment for any unused sick leave credits.

7.3 Holidays

The Holidays enumerated herein shall be paid as set forth below to all employees: below listed holidays will be paid on the Federal observed holiday, all other listed holidays will be observed on the actual day of occurrence;

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents Day (Washington's Birthday)	Election Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving (Black Friday)
Independence Day	Christmas Day
Easter Sunday	Christmas Eve 3:00 P.M – 11:00 P.M.
New Year's Eve 3:00pm – 11:00pm	

Any day not listed within this section that is declared a holiday for town employees including but not limited to national days of mourning or town employee deaths shall be compensated in the same manner as a 1 1/2 times base wage holiday as stated in this section. At no time shall snow or weather-related closures of town hall be applied to this section.

Any employee who works on a Holiday enumerated herein shall be paid at the rate of double time (2X) their Base Wage hourly rate, inclusive of Longevity, if applicable, for all hours worked, except as set forth below.

In the event any employee works on the following Holidays, that employee shall be paid at the rate of double time and one half (2 1/2X) their Base Wage hourly rate, inclusive of Longevity if applicable, for all hours worked:

New Year's Day

Memorial Day

Labor Day

Thanksgiving Day

Christmas Day

7.4 Personal Leave

7.4.1 Allowance (front-loaded): Effective January 1st of each year, all employees with less than 5 years of full-time service with the department shall be credited with twenty-four hours (3 workdays) of personal leave. Effective January 1st of each year, any employee with 5 years or more of full-time service with the department shall receive forty hours (5 work days) of personal leave. Affected employees, who enter service between January 1st and June 30th of each year, shall be credited with twenty-four hours of personal leave. Affected employees, who enter service between July 1st and December 31st of each year, shall be credited with twelve hours of personal leave.

7.4.2 Use of Personal Leave: Personal leave is leave with pay for personal business, including religious observances, which require the employee to be absent from work. Personal leave shall not be charged against any other paid leave credits. Personal leave is granted with the approval of the Chief of Police or his designee and either individual shall exercise a liberal policy in the approval of the request(s). Personal leave may be used in one-hour units or any multiple thereof.

7.4.3 Accumulation: Personal leave is not cumulative. However, any unused personal leave credits shall be transferred and credited as follows at the employee's option:

a) Up to a maximum of eight hours (1 workday) of unused personal leave credits at the end of each fiscal year may be carried over and added with the personal leave credited on January 1st of each year as provided herein, with the remaining unused personal leave transferred and credited to the employee's accumulated sick leave as provided in Section 7.2, herein, or

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

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

7.5 Bereavement Leave

For purposes of bereavement leave, "immediate family member" will mean spouse, domestic partner, child, parent, sibling, grandparent, grandchild, spouse's parent, stepparent, step-child, step-sibling, aunt, uncle, or a member of the employee's own household.

7.5.1 Immediate Family Member

In the event of a death within the full-time employee's immediate family as defined above, the employee shall be granted thirty-two work hours (4 workdays), per occurrence, without charge to any other paid leave credits or accruals. Such bereavement leave is intended for time needed for funeral and related matters and will not be granted for days otherwise spent.

7.5.2 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits or personal leave credits to extend bereavement leave due to the death of an immediate family member. The request must be submitted, in writing, to the Chief of Police. The Chief of Police shall have total discretion in the approval of such additional bereavement leave.

7.6 Leave for Civil Service Examination: Upon due notice and presentation of an admission slip for any departmental promotional examination to the Chief of Police, an employee shall be given leave with pay from work to participate in that examination if the exam overlaps with their shift. This includes employee(s) that are scheduled to work the shift prior to and the shift during the exam. The employee(s) that is scheduled to work the shift following the exam must be present for work after completion of the exam and given leave with pay to participate.

7.7 Section 207-C of the General Municipal Law Procedure

7.7.1 Applicability

Section 207-c of the General Municipal Law provides that any sworn employee of the police department of the Town of Chester, "Who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising there from has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness".

The following procedures shall regulate the application and benefit award process for 207-c benefits.

7.7.2 Definitions

Claimant: Any sworn employee of the Town of Chester who is injured in the performance of the sworn employee's duties.

Claims Manager: The Chief of Police or in the absence of the Chief the individual designated by the employer who is charged with responsibility of administering the procedure herein.

7.7.3 Department Incident Reports

The department incident report shall include the following information as available to the Claimant:

The time, date, and place of the incident;

A statement of the facts surrounding the incident;

The nature and extent of the Claimant's injury or illness.

The name of any possible witnesses to the incident.

7.7.4 Application for benefits

Any Claimant who is injured in the performance of the employee's duties, or is taken sick as a result of the performance of the employee's duties, shall file an application for benefits with the Claims Manager within fifteen calendar days after the incident giving rise to the injury or sickness or within fifteen calendar days after the Claimant should have become aware of the injury or illness. Upon good cause shown, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required fifteen calendar days.

The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances: 1) After filing the application, but before the determination of the Claims Manager; and, 2) as set forth in 7.7.12, below.

All applications for Section 207-c benefits shall be in writing, using official application form(s), which shall include the following:

The time, date, and place where the injury or illness producing incident occurred; A detailed statement of the particulars of the incident;

The nature and extent of the Claimant's injury or illness;

The Claimant's mailing address:

The names of any potential witnesses; and,

The name and address of all of the Claimant's treating physicians.

A department incident report and application for Section 207-c benefits may be filed by either the claimant or by some other person on behalf of the Claimant where the Claimant's injury or illness prevents the employee from filing the department incident report or Section 207-c benefits application.

7.7.5 Authority and Duties of Claims Manager

The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making a determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

The Claims Manager's authority shall include, but not be limited, to the following:

Employ experts and specialists to assist in the rendering of the determination of eligibility;

Require the production of any book, document or other record that pertains to the application, injury, or illness;

Require the Claimant to submit to one or more medical examinations related to the illness or injury;

Require the Claimant to sign forms for the release of medical information that bears upon the application;

Require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and Do all that is necessary or reasonable in the processing of said application.

On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility by the Claims Manager shall be made within fifteen calendar days based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of the decision to the Claimant and the Chief of Police within fifteen calendar days of the determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal an initial determination of the Claims Manager must be filed with the Claims Manager within fifteen calendar days after the mailing of the determination of Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to 7.7.12 of this procedure.

7.7.6 Time Off Pending Initial Determination

Pending the initial determination of benefit eligibility, any time off taken by the Claimant that the employee's claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order: personal leave; holiday time; vacation. If the Claimant is granted Section 207-c benefits, the leave time used will be credited back to the Claimant.

7.7.7 Medical Examinations and Treatment

After the filing of an application, the Claims Manager may require a Claimant to submit to such medical examinations as may be directed by the Claims Manger, including examinations necessary to render an initial or final determinations of eligibility, to determine if the Claimant is able to perform the employee's regular duties or light duty assignments as set forth in 7.7.8 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a Claimant to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived the employee's rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant that benefits are being terminated pursuant to 7.7.11 of this procedure on the basis of the refusal.

Claimant contesting the termination must make a written request for a hearing to appeal to the Claims Manager within fifteen calendar days after mailing of the termination notice and the Claims Manager shall arrange for a hearing pursuant to 7.7.12 of this procedure. Claimant shall cooperate in scheduling of the examination(s) and treatment, medical records to the injury or illness to the employee's examiner, and in answering questions placed by the health care provider relating to the or illness.

Medical Reports: All physicians, specialists, and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases and shall be responsible for the filing of said reports. Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports, which are filed, shall remain confidential and only released for purposes of administering the procedure herein.

Payment for Medical and Related Services: A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.

Any claim for surgical operations or physiotherapeutic procedures (i.e. chiropractic care or physical therapy) must be pre-approved by the Claims Manager unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

Bills for medical services, drugs, appliances, or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Employer reserves the right to arrange for alternate methods for the Claimant to receive prescription, appliances and supplies; (prescription drug card, for example).

7.7.8 Light Duty Assignments

Any Recipient may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform light duty. Any Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief of Police, in the Chief's sole discretion, to perform such light duty.

A recipient who disagrees with the order to report for light duty and has conflicting medical documentation that the employee is unable to undertake light duty shall submit the medical documentation to the Claims Manager within fifteen calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical evidence and within fifteen calendar days of its receipt shall issue to the Chief of Police and Recipient a decision as to whether the order to return to light duty shall be confirmed, modified, or withdrawn. If the Recipient is dissatisfied with the decision, the employee may request, in writing, a hearing to appeal the decision within fifteen calendar days after the mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to 7.7.12 of this procedure.

Payment of full Section 207-c benefits shall be continued with respect to a Recipient who submits conflicting medical documentation with the order to report to light duty, until it is determined whether the Recipient is capable of performing the light duty pursuant to 7.7.12 of this procedure. Where a determination has been made by the neutral Hearing Officer that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty, that employee's Section 207-c benefits shall be discontinued pursuant to 7.7.11 of this procedure.

An employee classified as eligible for a light duty assignment shall remain in his or her normal four day on and two day off rotation however it shall not include the 11:00 p.m. to 7:00 a.m. shift. The employee will alternate between the 7:00 a.m. to 3:00 p.m. shift and the 3:00 p.m. to 11:00 p.m. shifts only. This schedule can be altered to fit the common needs of the department and the employee assigned to light duty provided there is a mutual agreement by both parties. Light duty assignments must be consistent with the duties of the employee's civil service job classification and/or their department appointed position (I.E. Detective, Administrative Sergeant, etc).

7.7.9 Changes in Condition of Recipient

Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in the employee's condition which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight hours of any such change.

7.7.10 Right of Perpetual Review and Examination

The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited:

Requiring Recipient to undergo medical examination(s) and treatment by physician or medical providers chosen by the Claims Manager;

The Recipient is required to apprise the Claims Manager monthly as to their current condition and to meet with the Claims Manager on a monthly basis as requested; and,

Requiring Recipients or any other involved parties to provide any documentation books or records that bear on the Recipient's case.

7.7.11 Termination of Benefits

If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a Recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the Recipient in writing of the termination and reason for the termination. Notice of such termination and the reasons therefore shall be served by mail upon the Recipient and the Chief of Police. If the Recipient requests a hearing under 7.7.12 of this procedure, pending a determination by the neutral Hearing Officer with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits.

7.7.12 Hearing Procedures

Hearings requested under the provisions of this procedure shall be conducted by neutral Hearing Officer. The Following individuals shall serve as Hearing Officers:

When required the Town will request a current list of Hearing Officers from Orange County and both parties will select a mutually agreed upon hearing officer.

The hearing shall be conducted within thirty calendar days of the request. In the event none of the Hearing Officers are available within thirty calendar days, the parties agree that the Hearing Officer who has the earliest available date will be assigned.

The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise, shall be allowed to be presented by either party, except that testimony of the persons whose reports were reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager so long as said submission is made no later than thirty calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven calendar days of the submission, as to whether the determination that is the subject of the hearing will be notified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.

The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for the Claims Manager's determination.

The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. Upon receipt, the Employer shall provide a copy to the Claimant/Recipient, the Claimant's/Recipient's designated representative, and the Hearing Officer, at no cost. The Hearing Officer shall render and submit to the Employer, with a copy to the Claimant's/Recipient's representative, the written Final and Binding Opinion and Award within thirty calendar days after the close of the hearing.

The fees and expenses of the Hearing Officer shall be paid as follows: the Employer shall pay all fees and expenses for the first day, or any part thereof; thereafter, the fees and expenses of the Hearing Officer shall be paid equally by the parties.

7.7.13 Coordination with Workers' Compensation Benefits

Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received 207-c Benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation Benefits shall be payable to the Claimant.

7.7.14 Discontinuation of Wage Benefits Upon Disability Retirement

Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a Disability Retirement Pension as provided by Law.

7.7.15 Miscellaneous

A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-working hours.

It is specifically agreed and understood that any reference related to General Municipal Law Section 207-C benefits is informational only and is not intended to reduce the benefits or rights contained in the statute on any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in 7.7.12 herein.

For the purpose of applying the statute, "Regular salary or wages" for part-time employees shall be based upon the average number of hours worked by the affected employee during the thirty-two weeks preceding the injury.

7.8 Jury Duty

In the event a full-time employee is noticed to appear for Jury Duty, and that employee is scheduled to work, the employee will be released with pay and without charge to any other paid leave accrual. Any mileage, tolls and/or parking reimbursements shall be retained by the employee. The employee shall provide a copy of the notice to the Chief of Police. When an employee receives notice to report for jury duty, the employee shall provide a copy of the notice to the Chief of Police.

In the event a full-time employee is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, the employee shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required.

7.9 Military Leave

The Town will comply with all Federal and New York State Laws regarding paid and unpaid military leave.

Article 8– Uniforms and Equipment

8.1 Initial Uniforms and Equipment

Upon hire, all employees shall receive an initial uniform and equipment allotment, as set forth in Schedule "B" attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Employer or Chief of Police requires additional uniforms and/or equipment as set forth in Schedule "B", the Employer shall provide, at no cost to the employee, those articles. Thereafter, those articles shall become a part of Schedule "B". The Employer shall replace all uniforms and equipment based on a normal wear and tear basis, except bullet resistant vests which shall be replaced at the end of the warranty period.

All officers shall receive a uniform maintenance allowance annually to be paid in two equal installments, the first on or about June 1st and the second on or about December 1st. The full-time officer's allowance is \$1600.00 and the part time officer's allowance is \$1100.00, any stipulation that follows is applicable.

	Full Time Employees	Part Time Employees
June 01, 2020	\$800.00	\$550.00
December 01, 2020	\$800.00	\$550.00
June 01, 2021	\$800.00	\$550.00
December 01, 2021	\$800.00	\$550.00
June 01, 2022	\$800.00	\$550.00
December 01, 2022	\$800.00	\$550.00
June 01, 2023	\$800.00	\$550.00
December 01, 2023	\$800.00	\$550.00
June 01, 2024	\$800.00	\$550.00
December 01, 2024	\$800.00	\$550.00
June 01, 2025	\$800.00	\$550.00
December 01, 2025	\$800.00	\$550.00

In the Event of expired CBA or Contract Uniform maintenance allowances will continue to be paid to members based upon the last listed dates and amounts until the settlement of a new agreement.

In order to be eligible for the maintenance allowance, a part-time employee shall have worked a minimum of one hundred and twenty (120) hours in the six months preceding the uniform maintenance allowance payment.

In the event an employee separates from service prior to the payment dates herein, the affected employee shall receive a pro-rate share of the amount to be paid (i.e., March 20th, \$400.00 full-time and \$275.00 part-time).

8.2 Personal Property

In the event an employee suffers loss of any personal property made during the course of any arrest or other incidents, they shall be reimbursed up to a maximum of \$500 for each occurrence. All required documentation and corresponding receipts must be submitted to the Bookkeeper for reimbursement.

8.3 Practice Ammunition

New hires shall receive 100 rounds of practice ammunition upon start of employment and thereafter must produce acceptable proof of use. On the first day of each subsequent quarterly time period, employees will be eligible for the issuance of an additional 100 rounds of practice ammunition provided that acceptable proof of use of the previously issued supply is submitted to the Range Officer. Acceptable proof shall be considered receipts for range time or used targets.

Article 9 – Insurances

9.1 Health Insurance

Premium Payment (hired before July 1, 1995): The Employer agrees to pay 100% of the premium or cost for the full-time employee and dependents for coverage under the

Core Plus Medical and Psychiatric Enhancements as described in the New York State Health Insurance Plan. To the extent available, an HMO option shall be offered to the full-time employee and dependents at a premium or cost to the Employer which does not exceed their obligation as set forth above.

Premium Payment (hired on or after July 1, 1995 and before January 1, 2005): A full-time employee hired on or after July 1, 1995 and before January 1, 2005, shall contribute five percent (5%) of the premium cost for individual coverage. In the event dependent coverage is elected, that employee shall contribute fifteen percent (15%) of the difference between the cost of individual and dependent coverage. The contribution shall be made through payroll deduction. However, it is agreed and understood between the parties that the contributions set forth herein shall not increase by more than ten percent (10%) of the contribution rate of 1995. As examples of the above, the premium for individual coverage is \$193.54 per month, that employee would contribute \$116.12 for the year, or \$4.46 per bi-weekly pay period. The premium cost for dependent coverage is \$440.35 per month, that employee would contribute \$444.25 for the year or \$17.08 per bi-weekly pay period. The contribution rate shall be capped at ten percent (10%) of the 1995 rate as set forth herein.

Premium Payment (hired on or after January 1, 2005): Premium Payment (hired on or after January 1, 2005): The Employer will pay eighty-five percent (85%) of the monthly premium for individual or family medical insurance coverage, as the case may be, for each eligible full-time employee hired on or after January 1, 2005. Employees will contribute fifteen percent (15%) towards the applicable premium. The employee's premium contribution will be deducted from the employee's regular paycheck.

All full-time employees hired on or after January 01, 2008 and before January 1, 2020 shall contribute the percentage previously specified in above sections to correspond with their hiring date for a period of five (5) years of service with the Town. After the period of five (5) years of service with the Town has passed, there shall be no contribution for full time or retired members. All current members with the town of Chester Police Department will be credited with all time prior to January 1, 2008 served with the Town towards this application. All members hired on or after January 1, 2008 shall begin contributing at 15% upon hiring for a period of five years. In no case shall there be a cash payment by the Town back to an employee who retroactively has more than the five years of service credits towards this section.

Effective January 01, 2020: All full-time employees hired on or after this date shall contribute the percentage previously specified in above sections to correspond with their hiring date for a period of twelve (12) years of service with the Town. After the period of twelve (12) years of service with the Town has passed, there shall be no contribution for full time or retired members.

The Town shall have the right to substitute health insurance plans so long as the replacement plan(s) offers equal to or better than coverage as the current plan, and is agreed upon with the bargaining unit. In the event there is a disagreement between the parties as to whether or not the replacement plan is equal to or better than the existing plan, the matter shall be submitted to arbitration prior to any change in plan being implemented.

9.1.1 Dental Insurance

Effective September 1, 2016, all full-time employees with less than five (5) years of service with the Town shall contribute 15% of the applicable monthly premium for dental insurance. Employees with five (5) or more years of service and retired employees shall not be required to contribute to the applicable monthly premium following 9.4.

9.1.2 Vision Insurance

Effective January 1, 2020, The Town of Chester will provide all full-time employees with vision insurance at no cost. The Town of Chester will provide all retired employees with vision insurance following 9.4. This benefit shall only be offered so long as the Town maintains vision insurance for all of its employees.

9.2 Life Insurance

The Town shall provide each Full-Time employee with a group life insurance plan at no cost to the employee. Enrollment in the life insurance plan is not automatic, the employee must meet all eligibility requirements of the insurance plan and complete the insurance application. The employee shall be insured for the amount of \$50,000.00. A full-time employee may elect not to participate in this coverage. In that event, the employee shall execute the Life Insurance Declination Form. However, an employee who has declined may elect at any time thereafter, to have the contractual term life insurance effectuated by notifying the Employer, in writing.

9.3 Disability Insurance

9.3.1 Premium Payment: The Employer agrees to provide and pay 100% of the premium or cost, for all employees through the existing disability plan.

9.3.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave, vacation leave, and personal leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave, vacation leave, and personal leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and personal leave credits.

9.3.3 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan and is drawing full pay by using accrued sick leave, vacation leave, and personal leave credits, will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA. *For those employees enrolled in the New York State Health Insurance Program (Empire Plan), the premium may be waived in accordance with plan documents.*

9.4 Health Insurance Upon Retirement

9.4.1 Health Insurance Coverage: The Employer will make health insurance available to an eligible employee (individual coverage) and/or an eligible employee's family (dependent coverage) upon the employee's retirement from the Employer. To be an eligible employee for dependent coverage, the family must have been covered under the employee's health insurance plan at the employee's date of retirement. In the event the retiree predeceases the eligible family members, the family members may continue medical insurance coverage provided the family member(s) pays the full cost of the premium. Coverage of a spouse will cease at the time of divorce or legal separation.

9.4.2 Eligibility: For employees who take disability retirement and are eligible under Section 9.4.1 above: Employees hired on or before the ratification of this agreement will be entitled to receive retiree medical insurance benefits at no cost after five(5) years of employment with the Town of Chester regardless of the date of any injury. Employees hired after ratification of this agreement will be required to contribute to their retiree medical insurance benefits at the same level they were contributing at the time of injury pursuant to Section 9.1 herein.

9.4.3 Insurance Plan: The Employer will make available the same medical insurance plans offered to employees in the bargaining unit. As coverage changes in subsequent negotiations, the changes will be applied to covered retirees. However, no retiree who is receiving the benefit will be subject to any change that results in the elimination of the coverage. The Employer may, at its discretion, change the plans at any time, including the type of coverage and the type of carrier, but the Employer shall make its best effort to provide substantially equivalent coverage.

9.4.4 Medicare Eligibility: Coverage under a medical insurance plan made available through the Employer will continue until the retiree, or eligible spouse, becomes eligible for Medicare. The Employer may then discontinue health insurance and pay the Medicare premium plus the cost of any premiums to supplement the Medicare coverage so that the required level of coverage is not reduced.

9.4.5 Premium Payment: The Employer will pay the same premium level for Individual and Dependent coverage as it pays for the current bargaining unit members as defined in Article 9, Section 9.1 of this Agreement, for all eligible retirees. The retirees will pay their contribution rate to the Employer on a monthly basis after retirement if applicable.

9.5 Line-of-Duty Death Benefits: If a sworn employee is killed in the line of duty, the Employer will provide lifetime health and hospitalization insurance without cost to the spouse of that sworn employee. The Employer will also provide health and hospitalization insurance without cost, to the employee's eligible dependent children. Such coverage will cease if the spouse remains or becomes employed where health insurance is available.

Article 10– Retirement

10.1 State Retirement System

The Employer agrees to continue to provide the existing non-contributory retirement plan under Section 384-D or Section 375-I of the New York State Police and Fire Retirement System. Employees have the option of choosing either plan.

10.2 Retirement Buy-Out Incentive

Employees who are eligible for retirement within the NYS Retirement System, and have at least 10 years of continuous service with the Town, shall be eligible for a one-time lump sum payment of twenty five percent (25%) of the employee's final years income, exclusive of overtime, upon retirement. In order to be eligible for this payment, the employee must provide written notification of the employee's intent to retire to the Town Board. This notification shall be in the form of an irrevocable letter of resignation for the purpose of retirement. Such notice shall be provided, in writing, at least six (6) months prior to the effective date of retirement. The employees understand that upon tendering this irrevocable letter of resignation, he/she shall be obligated to retire on the date indicated on the letter of resignation.

10.3 Duty Weapon Purchase

Upon retirement from the Town of Chester Police Department, the retiree will be given the option to purchase his or her duty issued handgun from the Department at 50% of the cost of a new replacement handgun of the same make and model. If the employee chooses to do so, he or she shall be reimbursed by the PBA for the cost. The retiree must provide a valid pistol permit prior to the purchase of the handgun. The Town agrees that it will complete whatever administrative paperwork necessary to effect the transfer of ownership of the handgun.

Article 11 – Seniority/Layoff Procedure

11.1 Service Seniority

Service seniority will be as follows:

First - By rank with the Town of Chester Police Department

Second - By continuous service in rank with the Town of Chester Police Department

Third - By date of appointment to previous rank or ranks with the Town of Chester Police Department

Fourth - By highest score on Civil Service list from which appointments were made.

Fifth – By prior police service.

Sixth – Uncertified Police Officers shall not be granted seniority until successfully completing a DCJS recognized police academy. Any layoffs will be governed by Orange County Department of Civil Service.

11.2 Service Seniority Part-time Police Officers

Part-time Police Officers seniority will be determined by original date of hire with the Town of Chester and continual service as a paid part-time Police Officer.

11.3 Layoff and Recall Procedure

11.3.1 Layoff Procedure: In the event of a reduction in the number of full-time Police Officers, the employee will be laid off in accordance with Civil Service rules and regulations. In the event of a reduction in the number of part-time Police Officers, the part-time employee with the least service seniority will be the first to be laid off.

11.3.2 Recall Procedure: In the event there is a vacancy as a full-time Police Officer, the employee will be recalled in accordance with Civil Service rules and regulations. In the event there is a vacancy as a part-time Police Officer, the laid-off employee with the most service seniority will be offered the position.

11.3.3 Notice of Recall to Same Job Title: Employees on lay-off will be notified of recall by certified letter sent to the employee's last known address. In the event the laid-off employee does not report to work within two weeks after the certified letter is signed for or the employee otherwise rejects the recall, the employee shall forfeit all recall rights.

11.3.4 Change of Address: A laid-off employee must notify the Town, in writing, of any change of address or telephone number.

Article 12 – Disciplinary Procedure

12.1 Command Discipline – Informal Stage

In the event the Employer determines that a formal procedure is not required due to the relatively minor infraction(s) of the police departments adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. A written reprimand to be placed in the employee's personnel file and/or
2. A reduction in vacation accruals for the full-time employee, which shall not exceed three (3) workdays.

12.2 Disciplinary Procedure – Formal Stage

12.2.1 Discipline for Just Cause: The Employer shall not subject an employee who has completed the probationary period to any disciplinary action or penalty except for just cause.

12.2.2 Notice of Discipline: In the event the Employer determines that a formal procedure is required, the Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to the PBA President.

12.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Board shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Board shall issue a written response which shall be given to the PBA President.

12.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Board, the Union may submit the matter to arbitration by filing a demand for arbitration in accordance with 13.2.3, below. However, the demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Board or when the response should have been received.

The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

12.2.5 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

Article 13– Grievance Procedure

13.1 Definition and General Terms

For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Employer and PBA enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such settlement or award be retroactive to a date earlier than sixty calendar days prior to the date that the grievance was first presented in accordance with this Article.

13.2 Procedure

13.2.1 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Chief of Police within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Chief of Police shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Chief of Police shall issue a written response to the grievance, which shall be given to the PBA President.

13.2.2 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Town shall issue a written response to the grievance, which shall be given to the PBA President.

13.2.3 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Town Supervisor. The demand for arbitration must be filed within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received.

The Town Supervisor shall notify the arbitrator, among the named panel as set forth herein, on a rotating basis: Thomas Rinaldo, Howard Edelman and Jay Siegal. The panel members shall rotate and be available within sixty calendar days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member that can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to either use the panel member that was scheduled next, or the panel member whose schedule is available on the earliest date possible. If none of the panel members listed above are no longer arbiters, the Town of Chester PBA and the Town of Chester Board must mutually agree upon an arbiter.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The Town and the Union shall share the fees of the arbitrator equally.

13.3 Time Limits

The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

Article 14– Compensation

14.1 Base Wage

Employees shall receive the following base wage increases: A \$1400.00 increase on January 1, 2020 to Steps 1, 2, 3, 4, 5, & 6, and the following percentage increases;

January 1, 2020 2.5%

January 1, 2021 2.5%

January 1, 2022 2.5%

January 1, 2023 3%

January 1, 2024 3%

January 1, 2025 3%

14.1.1 Pay Schedule:

		01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Step 1	Hire Rate	\$29.65	\$30.39	\$31.15	\$32.06	\$33.08	\$34.04
Step 2	After 1 Year	\$32.83	\$33.65	\$34.50	\$35.53	\$36.60	\$37.69
Step 3	After 2 Years	\$34.61	\$35.47	\$36.36	\$37.45	\$38.57	\$39.73
Step 4	After 3 Years	\$36.66	\$37.57	\$38.51	\$39.67	\$40.86	\$42.08
Step 5	After 4 Years	\$38.41	\$39.37	\$40.35	\$41.57	\$42.81	\$44.10
Step 6	After 5 Years	\$43.82	\$44.92	\$46.04	\$47.42	\$48.84	\$50.31

Hourly pay rates will be paid as an annual salary using 2080 hours per year, rather than the actual number of hours worked.

All part-time employees shall be paid as set forth herein:

Increase: 2.5% 2.5% 2.5% 3% 3% 3%

P/T Employees	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
	\$26.64	\$27.31	\$27.99	\$28.83	\$29.70	\$30.59

14.1.2 Detective Pay:

The base wage for any employee who is designated as a Detective by the Employer shall be 5% above normal base wage as specified in section 14.1.1. The differential shall begin upon promotion. After 5 years of service as a Detective, the differential shall be 8% above the normal base wage as provided for in 14.1.1. After 10 years as a detective, the differential shall be 10% above the normal base as provided for in 14.1.1

14.1.3 EMT Certification:

All full-time Police Officers in the department with a current EMT-B Certification or higher shall receive an annual differential of \$1,800. The Town shall issue the employee a check separate from uniform maintenance check and employees bi weekly check on or about December 1st. The amount of the differential (\$1,800) will remain the same and will not increase for the life of the contract. The annual differential will be prorated in the event the Police Officer does not obtain the certification prior to the first of the year or in the event the Police Officer does not maintain the certification for the full year.

14.1.4 Credit For Previous Service

All full-time employees hired on or after the date of ratification shall be credited, with prior full-time police service (i.e., Deputy Sheriff, Village Police Officer, etc) using the below chart. Up to a maximum of five years of such service may be credited, and shall correspond to the above Base Wage Schedule. Increment will be based on their anniversary date (date of hire) including such service credit. The above is not applicable to the Town Law and transfers.

Prior Service	Credited Service
Less than 2 Years	Step 1
More than 2 but less than 4 years	Step 2
More than 4 but less than 6 years	Step 4
More than 6 but less than 8 years	Step 5
More than 8 Years	Step 6

14.1.5 Longevity

All Steps above Step 6 shall be considered longevity and all amounts indicated shall be calculated directly into the employee's hourly rate of pay.

		2020	2021	2022	2023	2024	2025
Step 7– 5% above Step 6	After 6 Years	\$46.01	\$47.16	\$48.34	\$49.79	\$51.29	\$52.83
Step 8– 5% above Step 7	After 9 Years	\$48.31	\$49.52	\$50.76	\$52.28	\$53.85	\$55.47
Step 9– 5% above Step 8	After 12 Years	\$50.73	\$52.00	\$53.30	\$54.90	\$56.54	\$58.24
Step 10– 2% above Step 9	After 16 Years	\$51.74	\$53.04	\$54.36	\$55.99	\$57.67	\$59.40
Step 11 – 2% above Step 10	After 21 Years	\$52.78	\$54.10	\$55.45	\$57.11	\$58.83	\$60.59

14.1.6 Night Shift Differential

Any employee who works any shift or special detail between the hours of 11:00 p.m. and 7:00 a.m. shall receive a pay differential of 5% of the employee's hourly wage.

14.1.7 FTO Compensation

Field Training Officers (excluding Sergeants) will receive a ½ hour of compensatory time per day that the field training officer is training a new hire or an employee in need of retraining.

Article 15 - Sergeants:

This section shall apply to employees holding the rank of Sergeant only and supersedes any other conflicting sections.

15.1 Base Wage and Pay Schedule

When the employee is promoted to the rank of sergeant, he will receive a base wage equal to Step 6 of current collective bargaining agreement, between the Town of Chester Police Benevolent Association and the Employer, which is listed below. In the event the employee is currently at this step or above at the time of promotion, he will be given a promotion incentive of 5% over his current salary.

The employee's placement in the PBA pay steps will be determined using the employee's date of hire with the Employer, not the date of promotion, and will be paid to the employee at the same percentages that the employee would receive longevity. Hourly pay rates will be paid as an annual salary using 2080 hours per year, rather than the actual number of hours worked.

After successful completion of his probationary period and after completion of the NYS supervisor's school or equivalent, the employee shall be subject to the following pay schedules, which will be calculated using the PBA Rate that the employee would be at based on his date of hire with the Employer.

Upon Promotion		Raised to Step 6 of Police Officer wage of current CBA or 5% over current Police Officer salary if at Step 6 or above.
Step A	After completion of a probationary period and supervisor school	10% Above PBA Steps 6,7,8,9 or 10
Step B	After 3 Years in Rank	3% above Step A
Step C	After 5 Years in Rank	2% above Step B
Step D	After 9 Years in Rank	2% above Step C
Step E	After 14 Years in Rank	2% above Step D

The employee will receive these increases on the anniversary of his date of promotion. Hourly pay rates will be paid as an annual salary using 2080 hours per year, rather than the actual number of hours worked.

15.2 Sergeants Probationary Period

The Sergeant will remain at the promotional rate until successfully completing the maximum probationary period set by the Orange County Department of Personnel and the NYS Course in Police Supervision or training equivalent. As of 1/1/08, the probationary period for promotions is set at a maximum of twenty-six (26) weeks by Rule XV – 1(a) of the Orange County Rules for Classified Service. The Employer shall enroll the sergeant in a Course in Police Supervision being offered in Orange County within the first six months of the employee's promotion date, or if no course is being offered in Orange County, the sergeant shall be enrolled in a course being offered in any adjoining county during that six month period. If no course is offered in Orange County or adjoining counties during the sergeant's first six months, the sergeant will be enrolled in the first available course in Orange County or adjoining counties.

15.3 Administrative Sergeant

The Administrative Sergeant will receive an additional increase of 2.5 % above normal base wage while working in this position.

The Administrative Sergeant will not be subject to a probationary period.

Schedule:

The Administrative Sergeant will work a 5/2, 5/3, 4/2 schedule, starting on Sunday, with hours, swaps, and flex hours mutually agreed upon by the Chief and Sergeant.

The Administrative Sergeant will work one C line (3pm – 11pm), and one A line (11pm – 7am) in lieu of regularly scheduled shifts, mutually agreed upon by the Chief and Sergeant

15.4 Vacation

Sergeants shall pick annual vacation on a list containing only sergeants in a manner similar to 7.1.4. This section will not apply to the Sergeant acting as the Administrative Sergeant.

15.5 Supervisory Call Pay

When a Sergeant is called at the minimum of one (1) time a month during their scheduled off duty hours and contact is made with the calling member of the Department or Town Employee that Sergeant will receive two (2) hours compensatory time. Documentation is required to be submitted to the Chief of Police by the Sergeant noting date, hour and, nature of call

Article 16- School Resource Officer

Any Police Officer assigned to the School Resource Officer position (hereinafter called the SRO) shall, beginning the first day of the school year, be assigned to work a 5 day on and 2 day off work chart. This chart shall remain in effect until the last day of the school year. Immediately following the last school day of the year, the SRO shall be returned to their normal four day on and two day off work chart.

As compensation for the 5 and 2 rotation, the SRO will be credited with 15 chart days on September 1st of each year to be used upon approval of the Chief of Police. Chart days must be used by the following August 31st. The chart days would be awarded every September 1st. Unused chart days will not be compensated for upon separation. Chart days may be granted and used in units of one hour or multiples thereof, subject to the approval of the Chief of Police or his designee.

The SRO shall receive an additional increase of 2.5% above his/her annual salary while working in this position.

The above listed benefits only pertain to a full-time police officer assigned to the SRO position.

Article 17 – Bill of Rights

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

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

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

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

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

1. The interrogation of a unit member shall be at a reasonable hour, preferably when the unit member is on duty, unless the exigencies of the investigation dictate otherwise. When practical, interrogations should be scheduled for the daytime and should not interfere with Department operations.

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

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

4. The unit member shall be informed of the nature of the investigation before the interrogation commences. If it is known that the member of the force being interrogated is a witness only, he/she should be so informed at the initial contact.

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

6. The complete interrogation of the unit member shall be recorded by audiocassette or by a stenographer, with a copy provided to the unit member.

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

8. The aforementioned guidelines shall be observed by the Employer in conducting investigations of alleged actions of any unit member.

Article 18 – General Provisions

18.1 Printing and Distribution of Agreement

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

18.2 Information Regarding Leave Accruals

Information regarding the balance of all paid leave accruals shall be provided, in writing or emailed, to each employee by the Employer, no later than the fifteenth (15th) day following the last day of each calendar quarter.

18.3 Mileage Rate

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

18.4 Personnel File

An employee shall be entitled to review the employee's personnel file maintained at the office of the Town Supervisor in the presence of the Town Supervisor, or designee, upon five (5) calendar days' notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records, shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read same as to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file.

18.5 Automatic Vehicle Locators/Video Recording Cameras

Automatic Vehicle Locator data and Video Recording Cameras shall not be used by the Department for disciplinary purposes without cause.

18.6 Staffing

The Town agrees that the minimum number of full time members of the bargaining unit shall be maintained at 14.

Article 19– Application of Agreement

19.1 Separability

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

Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions portions or applications.

19.2 Legislative Action

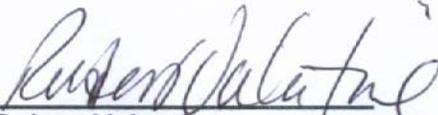
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

19.3 Duration of Agreement

This collective bargaining agreement shall be effective January 1, 2020 through December 31, 2025.

19.4 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on 2/3/2020


Robert Valentine
Town Supervisor


Stephen Monsees
PBA President

Schedule A

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Schedule B

Uniforms and Equipment Initial Issue

Full Time Officers		Part Time Officers	
3	Long Sleeve Shirts	2	Long Sleeve Shirts
3	Short Sleeve Shirts	2	Short Sleeve Shirts
4	Pair of Pants – 1 All Season 3– BDU Style	3	Pair of Pants – 1 - All Season 2 BDU Style
2	Clip on Ties	1	Clip on Tie
1	Tie Clip	1	Tie Clip
1	Winter Jacket	1	Winter Jacket
1	Raincoat	1	8 Point Hat w/ Cap Device
1	8 point Hat w/ Cap Device	1	Baseball Cap
1	Baseball Cap	1	Rain cover for 8 Point Hat
1	Rain cover for 8 point Hat	1	Protective Vest
1	Protective Vest	1	Military Style Sweater OR Zip up fleece- Black
1	Military Style Sweater OR Zip up fleece –Black	12	Town of Chester PD Patches
16	Town of Chester PD Patches	1	Pair of Boots
2	Nametags	2	Nametags
1	Set of Collar Brass	1	Set Collar Brass
2	Police Shields and (1) ID Card	2	Police Shield and (1) ID Card
1	Department Manual	1	Department Manual
2	Turtleneck Shirts	1	Turtleneck Shirt
1	Pepper Spray Holder	1	Pepper Spray Holder
1	Pair of Boots	1	Pair of Handcuffs w/ Key
1	Side Arm with Holster	1	Side Arm with Holster
1	Pair Handcuffs w/ key		
1	Gun Belt, Hand Cuff Case & Mag Holder	1	Gun Belt, Hand Cuff Case & Mag Holder
1	Nightstick Holder	1	Nightstick Holder
4	Belt Keepers	4	Belt Keepers
1	Outer Carrier Vest (up to \$200)	1	Outer Carrier Vest (up to \$200)
1	Dress Blouse**		
1	Pair Oxford Shoes**		

**Dress Blouse and Oxford shoes are for full time employees and will only be provided upon request.

All employees shall receive additional uniforms and equipment as required and determined by the Chief of Police at no cost to them. Any and all such additional uniforms or equipment as required and determined by the Chief of Police, shall become part of schedule "B" for issue to new and existing employees.