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**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF CHESTER
AND THE
CHIEF OF POLICE**

PREAMBLE

This agreement, made this 12th day of August, 2020, by and between the Town of Chester, located in Orange County, New York (hereinafter referred to as "Employer") and Chief Daniel J. Doellinger (hereinafter referred to as "Chief" or "Employee"), will be effective from January 1, 2020 through December 31, 2025.

DEFINITIONS

For the purpose of this agreement, the following terms are defined as follows:

Employer – The Employer is the Town of Chester, a duly organized and existing governmental subdivision, organized and existing pursuant to the laws of the State of New York. The Town Board of the Town of Chester acts as the Police Commission of the Town with all powers and duties set forth in General Municipal Law and Town Law of the State of New York.

Employee/Chief– The employee is the Chief of Police of the Town of Chester Police Department. The employee represents that he has completed all training required by the State of New York to serve as a police officer and a police supervisor. He represents that he is capable of performing the duties of a uniformed police officer, has completed these duties in the past and is fully familiar with the scope of work performed by uniformed police officers in Orange County, New York.

Length of Service – The total amount of calendar time from the date the Chief started employment full-time with the Town of Chester Police Department (February 11, 1998).

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**TOWN CLERK
CHESTER, NEW YORK**

ARTICLE 1- WORK SCHEDULE

1.1 Work Day and Work Week

The work day for the Chief shall be determined by the needs of the department. His normal work week shall consist of five days in a seven day work cycle, Monday through Friday during the day hours. The Chief shall be allowed to adjust his work schedule to attend scheduled evening meetings, work different hours on other department shifts for quality assurance, or meet other needs of the department. It is understood that the Chief may be required to work in excess of the normal eight (8) hour work day or forty (40) hour work week from time to time. The Chief should also be readily available during off duty hours to respond to the needs of the department.

- 12 The Chief of Police will only be entitled to receive overtime pay when that pay is reimbursed or funded by an outside source, such as the Governor's Traffic Safety Committee traffic enforcement programs or Stop DWI patrols. This overtime will be paid to the Chief at a rate of one and a half (1½) times his normal hourly rate.

ARTICLE 2- HOLIDAYS AND LEAVES WITH PAY

21 Vacation Time

The Chief will receive twenty-eight (28) workdays, or two hundred twenty-four (224) hours, of paid vacation each year. The time will be credited on January 1st of each year. Vacation time must be used during the year which it is credited, except that ten (10) work days, or eighty (80) hours, may be carried over to the following year. Upon retirement or dismissal from service, or death, the Chief or his beneficiaries shall be compensated financially for unused credits within ninety (90) days at the rate of the Chief's current pay schedule.

2.2 Sick Leave

The Chief will earn four (4) hours of sick leave for each two-week pay period which represents one hundred four (104) hours annually, or thirteen (13) work days. The leave will be credited at the end of the pay period.

On or about December 1st of each year, the Chief's sick leave accrual bank will be reduced to 175 work days (1400 hours). The reduction will be accomplished by a lump sum payout at full value of the hours accumulated over the 1400 hour limit, but at no more than 500 hours per year. As the Chief is owed more than 500 hours on December 1, 2020, the remaining hours will be carried into 2021 and paid out on or about December 1, 2021. If the Chief separates from service before the December 2021 payment, he will be compensated for any sick leave remaining in his bank at the compensation schedule below.

Upon retirement, 100 hours of sick leave will be returned to the town to purchase health, dental and vision insurance as per the terms of Section 5.3, leaving 1300 hours as the maximum amount, after the December 2021 payment is made, to be compensated for after upon separation at the percentages described below.

Upon separation for any reason from the Employer, other than dismissal by the Town for cause, the Chief shall be paid for all unused sick leave accumulation at the rate of pay in effect at the time in the following manner:

Upon retirement or death=	50% of accumulation
Upon separation =	20% of accumulation
Dismissal for cause =	0% of accumulation

Upon retirement or separation as referenced above, or death, the Chief or his beneficiaries shall be compensated financially for unused credits within ninety (90) days at the rate of the Chief's current pay schedule.

2.3 Personal Leave

The Chief shall be credited with five (5) days, or forty (40) hours, of personal leave on January 1st of each year. Personal leave is not cumulative, however, a maximum of one (1) day or eight (8) hours, may be carried over to the next calendar year. Any unused personal leave credits shall not be compensated for in the event of separation from the Employer.

2.4 Bereavement Leave

The Chief will be entitled to bereavement leave in accordance with any general policy adopted by the Town Board for other non-union employees of the Employer.

2.5 Paid Holidays

The Chief will be entitled to paid holidays as listed in Section 7.3 of the Collective Bargaining Agreement between the Employer and the Town of Chester Police Benevolent Association. The holidays will be observed on the dates designated by the Town Board at their annual reorganization meeting. In the event the Chief should work on a listed holiday then the Chief shall be entitled to a substitute holiday, as the schedule and needs of the department permit.

ARTICLE 3- UNIFORMS AND EQUIPMENT

3.1 Duty Attire

The duty attire for the Chief shall normally consist of the departmental uniform or appropriate business attire.

3.2 Uniform Maintenance Allowance

The Chief will be entitled to receive the same uniform maintenance allowance provided to full-time employees of the Town of Chester Police Benevolent Association. The allowance will be \$1600 annually paid in two equal installments, the first on or about June 1st and the second on or about December 1st.

33 Vehicle

The Employer will provide an unmarked police vehicle for use by the Chief and pay all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief of Police. It may be used by the Chief for personal reasons, since the Chief is on-call and may be required to respond in the event of an emergency or other significant occurrence. The vehicle can be taken home by the Chief and used for transportation to and from the police station each day. Personal use will be permitted within a 50 mile radius of the borders of the Town of Chester.

34 Cell Phone

The Employer will provide an allowance to the Chief to cover the monthly service fees for cell phone service. In exchange, the Chief will maintain a cell phone with voice, data and e-mail capabilities. The e-mail address provided by the town to the Chief will be accessible through the phone and the cell phone number will be provided to the employees of the police department, the members of the Town Board of the Town of Chester and to all department heads employed by the Employer. The 2020 allowance will be \$127.66 per month, paid quarterly in January, April, July and October of each year and the amount of the allowance will increase by 3% each year to compensate for increased fees charged by the cell phone companies.

ARTICLE 4— ORGANIZATIONS AND DUES

4.1 Professional Associations and Dues

The Employer agrees to pay the cost of dues for the membership of the Chief in the following organizations: Police Chiefs' Association of Orange County, Mid-Hudson Association of Chiefs of Police, New York State Association of Chiefs of Police and the International Association of Chiefs of Police. The Employer also agrees to pay all expenses, in accordance with town policies, associated with lodging, travel, meals and conference fees for the Chief's attendance at the annual training conference of the New York State Association of Chiefs of Police or the International Association of Chiefs of Police.

ARTICLE 5—INSURANCES

5.1 Health Insurance

The Employer agrees to pay 100% of the premium or cost for the Chief and dependents for coverage under the same health insurance plan provided to members of the PBA bargaining unit using the Chief's date of hire with the employer. To the extent available, an HMO option shall be offered to the Chief and dependents at a premium or cost to the Employer which does not exceed their obligation as set forth above.

5.1.1 Dental Insurance

The Employer agrees to pay 100% of the premium or cost for the Chief and dependents for coverage under the same dental insurance plan provided to members of the PBA bargaining unit using the Chief's date of hire with the employer.

5.1.2 Vision Insurance

The Employer agrees to pay 100% of the premium or cost for the Chief and dependents for coverage under the same vision insurance plan provided to members of the PBA bargaining unit using the Chief's date of hire with the employer. This benefit shall only be offered while the Town offers vision insurance to all of its full-time employees.

52 Life Insurance

The Town shall provide the 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 a minimum amount of \$50,000.00. The 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.

53 Health Insurance Upon Retirement

The Employer will make health insurance available to the Chief (individual coverage) and/or the Chief's family (dependent coverage) upon his 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 and provided that the plan allows this coverage. Coverage of a spouse will cease at the time of divorce or legal separation.

In order to be eligible for health insurance upon retirement, the Chief must have been actively employed by the Employer on the date of retirement and must have been enrolled under the Employer's medical insurance plan for at least one year prior to the date of retirement. In addition, the Chief must have applied for and been granted a bona-fide retirement benefit from the New York State and Local Police and Fire Retirement System.

The Employer will make available the same medical insurance plans offered to employees in the PBA 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 comparable coverage.

Coverage under a medical insurance plan made available through the Employer will continue until the Chief or his 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.

The Employer will pay 100% of the premium cost for the retired Chief and his eligible dependents.

ARTICLE 6- RETIREMENT

61 Retirement Plan

The Employer agrees to continue providing the retirement plan 384-d of the New York State Police and Fire Retirement System at the tier to which the Chief is entitled, pursuant to applicable rules and regulations. The Employer will also make retirement plan 375-i available for the Chief if he is eligible for and elects that plan.

62 Change of Retirement Plan

In the event the Employer offers a more favorable retirement plan to employees covered by the PBA collective bargaining agreement, that plan will also be offered to the Chief.

6.3 Duty Weapon Purchase

Upon retirement, the Chief will be given the option to purchase his duty issued handgun from the town at 50% of the cost of a new replacement handgun of the same make and model. The Chief must provide a valid pistol permit prior to the purchase of the handgun.

ARTICLE 7- SALARY

7.1 Salary

The Chief will receive an annual base salary in bi-weekly installments on alternate Thursdays, or such other day as the Town Board designates for the payment of payroll. The amount of the salary will be as follows:

A.	January 1, 2020 – December 31, 2020	\$ 149,676.48
B.	January 1, 2021 – December 31, 2021	\$ 153,418.39
C.	January 1, 2022 – December 31, 2022	\$ 157,253.85
D.	January 1, 2023 – December 31, 2023	\$ 161,971.47
E.	January 1, 2024 – December 31, 2024	\$ 166,830.61
F.	January 1, 2025 – December 31, 2025	\$ 171,835.53

The 2020 salary amount was computed by adding the same percentage raise received by the highest paid member of the Chief's subordinate bargaining unit (administrative sergeant) to the Chief's 2019 salary. The remaining years were calculated by applying the same percentage increases awarded to all members of the Town of Chester Police Benevolent Association for each calendar year (2021 – 2.5%, 2022 – 2.5%, 2023 – 3%, 2024 – 3%, 2025 – 3%).

ARTICLE 8– LEGAL REPRESENTATION

In the event of any litigation against the Chief arising from or through his duties as the Chief of Police, the town shall provide the Chief with the defense and indemnification protections afforded pursuant to Section 18 of the New York State Public Officers Law. Notwithstanding the foregoing, and pursuant to Town of Chester Code §16-9, the duty to defend shall apply as long as the Chief was acting in good faith or purporting to act within the scope of his public employment duties.

ARTICLE 9– ADDITIONAL BENEFITS

It is agreed by the parties that whenever the base salary or other compensation of the permanent full-time police officer who is a member of a negotiating unit and the highest ranking subordinate to the Chief is increased, that the salary of the Chief will be increased by at least the same dollar amount of the base salary increase received by such next subordinate employee. It is further agreed that when all other forms of benefits which were credited to employees as a term of employment, which shall specifically include, but not be limited to, employer contribution to or payments of insurance or welfare benefits and employer contributions to pension or annuity funds, the Chief's compensation shall also be increased to the same extent and with the same conditions as the other compensation received by the next subordinate police officer for any matters not specifically addressed by this agreement.

ARTICLE 10– SEVERABILITY

In the event that any article, section or portion of this agreement is found to be invalid by decision of a competent jurisdiction, then such specific article, section or portion specified in such decision shall be of no force or effect, but the remainder of the agreement shall continue in full force and effect.

In the event of the issuance of such decision, either party shall have the right to immediately reopen negotiations with respect to a substitution for such article, section or portion of the agreement.

ARTICLE 11– LEGISLATIVE ACTION FOR APPROVAL

It is agreed by both parties that any article, section or portion of this agreement requiring legislative action to permit its implementation by amendment of law or proving that additional funds therefore be made available shall not become effective until the appropriate body has given approval. The provision of said article, section or portion shall be retroactive to the date of this agreement upon approval by the appropriate body.

ARTICLE 12- BINDING EFFECT

This employment agreement is binding upon the parties hereto, their heirs, successors and assigns.

ARTICLE 13- CONCLUSION OF AGREEMENT

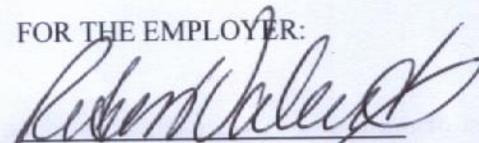
The parties agree that if no new contract has been reached by midnight on December 31, 2025, the terms of this contract shall remain in effect until such time as there is a contract settlement between the Employer and the Chief hereto.

During the terms of this contract, neither party will unilaterally seek to change or modify the terms and conditions of this contract through legislative or administrative actions, or by other means. Both parties agree to jointly support any legislative or administrative action necessary to implement the terms of this contract. The parties acknowledge that they have fully negotiated with respect to the terms of this agreement and to the conditions of employment and have settled them for the term of this contract in accordance with the provisions thereof. The Chief and Employer represent that they know of no legal reason why any portion of this agreement may be invalid at the time of execution.

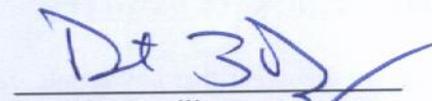
This agreement shall be covered by the laws of the State of New York.

The execution of this agreement has been authorized by resolution of the Town Board of the Town of Chester duly made and adopted at a meeting held on the 12th day of August, 2020.

FOR THE EMPLOYER:


Robert Valentine, Town Supervisor

CHIEF OF POLICE:


Daniel J. Doellinger