

6/2/23 FINAL
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOA") is entered into by and between the representatives for the **Village of Buchanan** (hereinafter "Village", which shall also mean the Village Board of Trustees), and the **Buchanan Police Association, Inc.**, (hereinafter "PBA"), affiliated with the **New York State Union of Police Associations, Inc.** (hereinafter "NYSUPA"), and referred to collectively as the parties.

WHEREAS, the Village and the PBA are parties to a collective bargaining agreement which had an expiration date of **May 31, 2021** (hereinafter "CBA"); and

WHEREAS, the parties have now reached an agreement as of the date of execution of this MOA on the terms and conditions for a successor CBA for the period of **June 1, 2021 through May 31, 2025**, and wish to memorialize their understanding, in writing, pending the signing of a new CBA; and

WHEREAS, upon execution and ratification of this MOA by the representatives of both the PBA and Village, the parties agree to the following:

1. This MOA is subject to ratification by the PBA first (1st), and then ratification and legislative approval by the Village Board as set forth herein. All parties who sign this MOA shall support and endorse it for ratification by their respective bodies.
2. All terms and conditions of the CBA, which had an expiration date of **May 31, 2021**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **June 22, 2023**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this MOA, the Village's Labor Counsel and Village Administrator shall be notified in writing by NYSUPA of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this MOA, the Village Administrator shall then have this matter placed on the agenda, as soon as practical, for the next regularly scheduled or special meeting of the Village Board, after written notification of the successful passage by the PBA is received, to be held no later than **July 5, 2023**, at which a ratification and approval vote on the MOA shall be conducted.
6. After the successful ratification/approval votes by the PBA and Village, all new terms and conditions shall be implemented **no later than two (2) full pay periods** following the Village Board's successful ratification/approval vote, except those for which this MOA specifically provides for an alternate date of implementation. All terms and Conditions that have no specific implementation date, shall become effective on the first (1st) day of the CBA, **June 1, 2021**.

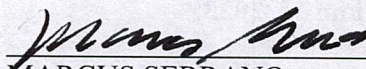
7. NYSUPA shall prepare a draft "Red-lined" CBA, and send to the Village's Labor Counsel for the Village's review, consideration and its response that it reflects the expired CBA, and this MOA, no later than 75 calendar days after the successful ratification vote by the Village Board of this MOA. After mutual agreement by the parties to the draft "red-lined" CBA, a Final CBA shall be forwarded thereafter to be executed by the Village Mayor and PBA President.

8. The Village agrees that any and all retroactive money due and owing, if any, shall be paid **no later than sixty (60) calendar days** after the MOA ratification vote date of the Village Board to all unit member pursuant to the terms contained in this MOA, who worked during the expired CBA, including retirees, in a separate payroll check from the regular payroll check. All retroactivity shall be reported to the NYS Comptroller for the Police and Fire Retirement System by the years it would have been earned for the purpose of pension calculation. The Village shall provide a worksheet to everyone receiving retroactive money, detailing by pay period, the basis of the calculation(s) and what it represents to the date of the implementation of this MOA.

9. The parties agree that after the successful ratification/approval votes by the parties, this MOA shall have the full force and effect of the CBA through the Grievance Procedure, until a Final CBA is executed.

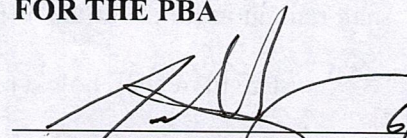
NOW, THEREFORE, in consideration of the promise and mutual covenant contained herein, and upon the successful ratification votes by the PBA and Village Board, the parties agree that a successor CBA to the one that had an expiration date of **May 31, 2021** shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE VILLAGE

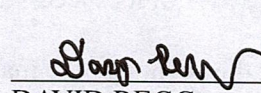

MARCUS SERRANO
Village Administrator

6/14/23
Date

FOR THE PBA


JONATHAN TIERNAN
President

6/14/23
Date


DAVID REGG
Vice President

6/14/23
Date

1. **HOUSEKEEPING** – Delete dates and language no longer applicable and make grammatical and spelling corrections mutually agreed upon. The Housekeeping would include conforming the Table of Contents as necessary and deleting obsolete parts of the existing Agreement mutually agreed upon (i.e., Article 3(c)(3), since no longer applicable.

2. **ARTICLE 3 – COMPENSATION (pp. 2-4)**

A. **Annual Base Wage** – Amend the dates and schedule follows:

(N/C)	<u>6/1/21</u>	(2.5%) <u>6/1/22</u>	(2.5%) <u>6/1/23</u>	(2.5%) <u>6/1/24</u>
Starting Officer	(1) \$72,500	\$74,313	\$76,171	\$78,075
Officer After 1 Year of Service	(2.5%) \$91,618	\$93,908	\$96,256	\$98,662
Officer After 2 Years of Service	(2.5%) \$99,316	\$101,799	\$104,344	\$106,953
Officer After 3 Years of Service	(2.5%) \$107,068	\$109,745	\$112,489	\$115,301
Officer After 4 Years of Service	(2.5%) \$120,872	\$123,894	\$126,991	\$130,166
Detective *	\$124,498	\$127,610	\$130,801	\$134,071
Sergeant **	\$129,635	\$132,876	\$136,197	\$139,603

(1) **NOTE: The Starting Officer's Base Wage on 6/1/21 has been reduced from \$81,875 to \$72,500.**

* The Detective(s) Base Wage shall be a 3.0% differential over and above an Officer After 4 Years of Service. (N/C)

** The Sergeant(s) Base Wage shall be a 7.25% differential over and above an Officer After 4 Years of Service. (N/C)

B. **Night Differential** – Amend the dates and amounts to read as follows:

(N/C)	June 1, 2021 - \$1,200.00/contract year (June 1 st – May 31 st)
(+\$50.00)	June 1, 2022 - \$1,250.00/contract year (June 1 st – May 31 st)
(N/C)	June 1, 2023 - \$1,250.00/contract year (June 1 st – May 31 st)
(+\$50.00)	June 1, 2024 - \$1,300.00/contract year (June 1 st – May 31 st)

- C. **Overtime** – The parties agree to meet and conduct a labor/management meeting to review and discuss an overtime distribution policy and procedure, upon written request by the PBA or its representative.
- D. **Longevity** – Amend the dates and amounts as follows:

(N/C)	(+\$75.00) <u>6/1/21</u>	(N/C) <u>6/1/22</u>	(+\$50.00) <u>6/1/23</u>	(N/C) <u>6/1/24</u>
After 4 Years of Service	\$800.00	\$800.00	\$850.00	\$850.00
After 9 Years of Service	\$1,100.00	\$1,100.00	\$1,150.00	\$1,150.00
After 14 Years of Service	\$1,500.00	\$1,500.00	\$1,550.00	\$1,550.00
After 19 Years of Service and Above	\$1,700.00	\$1,700.00	\$1,750.00	\$1,750.00

3. **ARTICLE 5 – HEALTH INSURANCE, PAID LEAVES AND LEAVE OF ABSENCE**
(pp. 5-8)

- A. **Health Insurance** – Add the following to read as follows at the end of the 1st paragraph:

Effective **January 1, 2023**, an employee **hired on or before December 31, 2015** shall contribute towards the annual health insurance premium equal to two percent (2.0%) of his/her Base Wage, in equal payments each pay period, in pre-taxed dollars. Effective **June 1, 2023**, an employee **hired on or before December 31, 2015** shall contribute towards the annual health insurance premium equal to two and one-quarter percent (2.25%) of his/her Base Wage, in equal payments each pay period, in pre-taxed dollars. Effective **June 1, 2024** an employee **hired on or before December 31, 2015** shall contribute towards the annual health insurance premium equal to two and one-half percent (2.5%) of his/her Base Wage, in equal payments each pay period, in pre-taxed dollars.

Effective **January 1, 2023**, an employee **hired on or after January 1, 2016**, shall contribute towards the annual health insurance premium equal to ten and one-half percent (10.5%) of the applicable health insurance premium (i.e., individual or family), in equal payments each pay period, in pre-taxed dollars. Effective **September 1, 2023**, an employee **hired on or after January 1, 2016** shall contribute towards the annual health insurance premium equal to eleven (11) percent (11.0%) of the applicable health insurance premium (i.e., individual or family), in equal payments each pay period, in pre-taxed dollars. Effective **June 1, 2024**, an employee **hired on or after January 1, 2016** shall contribute towards the

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annual health insurance premium equal to eleven and eleven and one-half percent (11.50%) of the applicable health insurance premium (i.e., individual or family), in equal payments each pay period, in pre-taxed dollars. All employees **hired on or after January 1, 2016 through May 31, 2023** shall only contribute eleven and one-half percent (11.5%) of the applicable health insurance premium (i.e., individual or family), in retirement. An employee **hired on or after June 1, 2023** shall continue to make the same percentage premium contribution in retirement as they contributed as an active employee at the time of retirement.

Health Insurance Buyout – Effective **January 1, 2023**, insert “thirty-five percent (35.0%)” where “twenty-five percent” appears.

C. **Sick Leave** – Add the following at the end of the 2nd paragraph, to read as follows:

Effective **June 1, 2023**, the 2nd sentence of this paragraph shall no longer be applicable.

4. **ARTICLE 6 – PAID HOLIDAYS (pp. 8-9)**

A. Amend the list as follows:

June 1, 2021 – May 31, 2023

- | | |
|--------------------------------------|--------------------------|
| 1. New Year’s Day | 9. Labor Day |
| 2. Lincoln’s Birthday | 10. Columbus Day |
| 3. Washington’s Birthday | 11. Election Day |
| 4. Martin Luther King Jr.’s Birthday | 12. Veterans Day |
| 5. Good Friday | 13. Thanksgiving Day |
| 6. Easter Sunday | 14. ½ Day Christmas Eve |
| 7. Memorial Day | 15. Christmas Day |
| 8. July 4 th | 16. ½ Day New Year’s Eve |

June 1, 2023

- | | |
|--------------------------------------|----------------------------|
| 1. New Year’s Day | 9. Columbus Day |
| 2. President’s Day | 10. Election Day |
| 3. Martin Luther King Jr.’s Birthday | 11. Veterans Day |
| 4. Good Friday | 12. Thanksgiving Day |
| 5. Easter Sunday | 13. Day After Thanksgiving |
| 6. Memorial Day | 14. ½ Day Christmas Eve |
| 7. July 4 th | 15. Christmas Day |
| 8. Labor Day | 16. ½ Day New Year’s Eve |

(NOTE: The above deleted Lincoln’s and Washington’s birthdays, and replaced them with President’s Day and the Day after Thanksgiving).

June 1, 2024

- | | |
|--------------------------------------|----------------------------|
| 1. New Year's Day | 10. Columbus Day |
| 2. President's Day | 11. Election Day |
| 3. Martin Luther King Jr.'s Birthday | 12. Veterans Day |
| 4. Good Friday | 13. Thanksgiving Day |
| 5. Easter Sunday | 14. Day After Thanksgiving |
| 6. Memorial Day | 15. ½ Day Christmas Eve |
| NEW 7. Juneteenth | 16. Christmas Day |
| 8. July 4 th | 17. ½ Day New Year's Eve |
| 9. Labor Day | |

B. Add the following new sentence to read as follows:

Effective **June 1, 2023** an employee who works on Memorial Day, July 4th, Labor Day, Thanksgiving Day and/or Christmas Day, shall be paid an additional two (2) days' pay for these days, above the regular pay for that day. **(NOTE: Reconfigured by deleting New Year's Day, Easter Sunday and Columbus Day, and replaced with Memorial Day, July 4th and Labor Day.)**

5. **ARTICLE 8 – CLOTHING AND CLEANING/MAINTENANCE ALLOWANCES**
(p. 9)

A. **Clothing Allowance** – Amend the dates and amounts as follows:

(N/C)	(+\$25.00)	(N/C)	(+\$25.00)
<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>
\$750.00	\$775.00	\$775.00	\$800.00

B. **Cleaning/Maintenance Allowance** – Amend the dates and amounts as follows:

(N/C)	(+\$25.00)	(N/C)	(+\$25.00)
<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>
\$675.00	\$700.00	\$700.00	\$725.00

6. **ARTICLE 11 – CONTINUING EDUCATION AND TRAINING PROGRAM** (p. 10)

A. Amend the dates as follows:

	(N/C)	(N/C)	(N/C)	(N/C)
(N/C)	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>
Associates' Degree	\$250.00	\$250.00	\$250.00	\$250.00
Bachelors' Degree	\$375.00	\$375.00	\$375.00	\$375.00
Masters' Degree	\$450.00	\$450.00	\$450.00	\$450.00

Nov 4/14/2023
6/14/23

B. Amend the dates as follows:

(N/C)	(N/C) <u>6/1/21</u>	(N/C) <u>6/1/22</u>	(N/C) <u>6/1/23</u>	(N/C) <u>6/1/24</u>
First Responder	\$250.00	\$250.00	\$250.00	\$250.00
Emergency Medical Technician	\$300.00	\$300.00	\$300.00	\$300.00

7. **ARTICLE 18 – TERM OF AGREEMENT (p. 16)** – Amend as follows:

Insert “2021” and “2025” where “2018” and “2021” appears. (NOTE: Refers to a 4 year Agreement.)

8. **NEW ARTICLE – GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**

Effective **June 1, 2023**, the General Municipal Law Section 207-c Procedure is attached hereto as Appendix “A” and made a part of this Agreement.

9. **Civil Service Law Sections 71/73 Procedure** – The Village and PBA agree, that within thirty (30) calendar days of the issuance of a final decision in the Police Benevolent Association of Wappingers Falls v. New York State Public Employment Relations Board (PERB) and the Village of Wappingers Falls, Index No. 902972-23, the parties will resume their negotiations over a Civil Service Law Section 71/73 Procedure. In the event a negotiated Procedure is not achieved within ninety (90) calendar days of the first (1st) date the parties meet as set forth herein, the parties shall submit their respective “Last Best and Final Offer” (“Offer”) that was provided to each other to Arbitrator Jacqueline Drucker. Arbitrator Drucker is to select either the Village’s or PBA’s “Offer” submitted, in its entirety. Arbitrator Drucker shall consider any testimony provided at the hearing conducted, and post-hearing briefs submitted in support of the respective “Offers”. The decision of the arbitrator shall be final and binding on the parties. The Arbitrators costs, fees and expenses are to be shared equally between the Village and PBA.

APPENDIX "A"

GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

Section 1. Application for Section 207-c Benefits

Any employee who is injured in the performance of his/her duties or is taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful remedial treatment, shall file an application for benefits for Section 207-c benefits, which is attached hereto as Appendix "A" with the individual designated by the Village ("the Village") to accept such applications as soon as practicable, but in no event more than thirty (30) calendar days after the incident giving rise to the claim on the application or after the employee should have become aware of the injury or illness. In addition to the application, the employee shall sign and file a medical release, which is attached hereto as Appendix "B". Upon good cause shown, an application for Section 207-c benefits may be considered in the discretion of the Village, notwithstanding the failure to file the application within the required thirty (30) calendar day period. The employee may appeal the Village's decision pursuant to Section 9 of this procedure. In the event that the employee is physically or mentally unable to complete the written application, another individual may do so and have it filed with the Village. The burden of proof as to an entitlement to Section 207-c benefits rests with the officer.

Section 2. Status Pending Initial Determination of Benefit Eligibility

Pending the initial determination of benefit eligibility, the Employee shall be charged sick leave time until it becomes exhausted, and thereafter use any other paid leave credits until they have been exhausted. In the event the Employee is granted Section 207-c benefits, any leave time previously charged shall be restored.

Section 3. Medical Treatment

After the filing of an application, the Village may require an employee to submit to one or more medical or other health examinations as may be directed by the Village, including examinations necessary to render an initial or final determination of eligibility, examinations or inspections conducted to determine if the employee is able to perform his/her regular duties, and/or examinations required to process an application for ordinary, performance of duty and/or accidental disability retirement. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. An Employee may select the physician who will provide the treatment or perform the surgery.

Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed by the Village to have waived his/her rights under Section 207-c after such refusal. An employee who has been deemed by the Village to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 9 of this procedure. Pending a determination under Section 9, the employee shall continue to receive Section 207-c benefits.

All physicians, specialists and consultants treating an employee who has applied for or is receiving Section 207-c benefits shall be required to file a copy of any and all reports with the Village. The employee shall execute and file with the Village, the Medical Release Form attached hereto as Appendix "B". The employee shall receive a copy of the medical reports filed with the Village.

Section 4. Initial Determination

The Village shall promptly request necessary medical records authorized by the medical release signed by the employee and review an application for Section 207-c benefits. The Village shall make a determination of initial eligibility within thirty (30) calendar days of the time that an application has been filed. If, within that 30-day period, the employee notifies the Village that he/she needs additional time to submit the necessary medical records, the deadline will be extended by an additional 30 calendar days or by a mutually agreed upon deadline.

A copy of the written determination shall be mailed or hand-delivered to the employee, no later than ten (10) calendar days after the determination is made. In the event of a denial, the denial letter will inform the employee of the reasons for such denial and of the appeal rights provided for in this procedure.

In the event that the employee is not satisfied with the initial determination rendered by the Village, the employee may, within ten (10) calendar days after receipt of the Village's determination, file a written demand for appeal of the determination with the Village, by regular mail, facsimile, electronic mail or personal delivery. A demand for appeal shall be processed pursuant to Section 9. In the event that Section 207-c benefits are denied, and the employee elects a review of the determination pursuant to Section 9, the employee shall use all available paid leave credits as set forth in Section 2 to remain on the payroll until such time as a determination is rendered pursuant to this procedure, or until his/her accrued leave credits have been exhausted.

Section 5. Reinstatement of Accrued Leave

In the event that an employee is found eligible for Section 207-c benefits, paid leave credits used pursuant to the application process will be restored for the period of time that he/she is found eligible for Section 207-c benefits.

Section 6. Benefits and Leave Credits

1. In addition to receiving his/her regular salary or wages (which includes longevity), and payment of medical treatment and hospital care related to the injury, an employee receiving Section 207-c benefits shall be entitled to:
 - a. Health, dental and optical insurance in the same manner in which the employee was receiving when working;
 - b. health insurance buy out;
 - c. all paid leaves, such as, but not limited to, sick, vacation, holiday and personal leave as set forth in the Agreement for a period of no more than 90 days following the month in which the injury occurs;

- d. retirement system contributions; and
 - e. direct deposit.
2. Members absent on Section 207-c leave who are unable to utilize accrued leave shall be allowed to carry over into and utilize the leave in the next year despite provisions of the Agreement requiring that they be used in the year accrued or the year thereafter.

Section 7. Specified Light or Full Duty Assignments

1. Any employee receiving Section 207-c benefits may be examined by a physician chosen by the Village to determine the employee's ability to perform certain specified light duty or full duty. Any employee deemed able to perform specified light or full duty by the Village, based upon medical documentation, may be directed by the Village to perform specified light or full duty. A specified light or full duty order shall not take effect earlier than ten (10) calendar days after the date on which the order is emailed or sent by certified mail, return receipt requested, to the employee. A copy of the email/letter will be provided to the PBA President, unless the employee has requested that the copy not be sent.
2. An employee who disagrees with the order to report for specified light or full duty, and has conflicting medical documentation that he/she is unable to undertake the specified light or full duty, shall submit the conflicting medical documentation to the Village within ten (10) calendar days of receipt of the order to report for the specified light or full duty, by regular mail, electronic mail or personal delivery. The Village shall review the conflicting medical documentation, and within ten (10) calendar days of its receipt, issue to the employee a decision by email or certified mail, return receipt requested, regarding whether the order to return to the specified light or full duty should be confirmed, modified or withdrawn. If the employee is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within ten (10) calendar days after the date on which the decision was emailed or sent by certified mail. The Village shall arrange for a hearing to be held pursuant to Section 9 of this procedure.
3. Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to the specified light or full duty based upon conflicting medical documentation, until it is determined whether the employee is capable of performing the specified light or full duty. Where a determination has been made that the employee can report to and perform the specified light or full duty, and that employee fails or refuses to perform the specified light or full duty, if same is available and offered, that employee's 207-c status shall be discontinued.

Section 8. Changes in Condition of Employee

An employee receiving Section 207-c benefits shall be required to notify the Village of any change in his/her condition which may enable him/her to return to regular duties, or be classified as eligible

for specified light duty within three (3) calendar days of such change in condition. The notification may be by regular mail, electronic mail or personal delivery.

Section 9. Termination of Benefits

If, for any lawful reason the Village determines that an employee is no longer or was never eligible for benefits, the Village shall notify the employee in writing of the termination and reason(s) for the termination. Notice of such termination and the reasons therefore shall be served by mail or personal delivery upon the employee. An employee who disagrees with the termination may request a hearing pursuant to Section 9 of this procedure within ten (10) calendar days of receipt of the notice of termination, by regular mail, electronic mail or personal delivery. Pending a determination under Section 9, the employee shall continue to receive Section 207-c benefits.

Section 10. Determination Review Procedure

In the event that an employee appeals from a determination of the Village made pursuant to this procedure, the matter will be submitted directly to arbitration pursuant to Article 14 – Disputes and Grievance of this Agreement. The parties will have ten (10) calendar days from the date on which the Village receives the appeal to agree upon an arbitrator. In the event the parties cannot agree on an arbitrator, the employee shall submit a demand for arbitration to the American Arbitration Association requesting a list of arbitrators be sent to the Village and employee's representative for selection of an arbitrator to hear the appeal pursuant to their Voluntary Labor Arbitration rules using the List With Appointment service. Such demand for arbitration shall be submitted within ten (10) calendar days of the last day upon which the parties could have agreed upon an arbitrator.

The employee may be represented by a representative of his/her choice and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. A transcript shall be made, the cost of which shall be shared equally between the Association, or in the event the employee is represented by a representative other than the Association, the employee and Village. After the hearing, the Arbitrator shall render a determination which shall be final and binding upon all parties. The Arbitrator's authority shall be limited to determining whether there was a reasonable basis for the Village's decision from which appeal is being sought. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties as set forth herein.

Section 11. Miscellaneous

1. Following an employee's report of a work-related illness or injury, the Village will provide the employee with Appendix "C" to notify the Retirement System about the illness or injury. It is the employee's sole responsibility to notify the Retirement System, and the Village shall bear no liability if the employee fails to do so.
2. A matter may be settled at any stage of this proceeding. The terms of such settlement shall be reduced to writing and signed by the parties.

3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through Article 14 – Disputes and Grievances of this Agreement.
4. An employee who returns to full duty and re-injures or aggravates the prior injury or illness, shall be subject to the same application process as set forth herein for an initial injury or illness.
5. The Village shall, in accordance with Internal Revenue Service (IRS) regulations, not withhold federal or state income taxes or Social Security and Medicare taxes from an employee's wages. The Village shall provide the employee with an annual W-2 statement that does not include Section 207-c benefits as wages and salary if required by applicable law, rule or regulation.
6. An employee who is receiving examinations or treatment and has returned to specified light duty shall make every effort to schedule such examinations or treatment during non-work hours. If the employee submits documentation satisfactory to the Village that he/she is unable to do so, necessary time off will be granted and shall be charged to any paid leave time available. Employees who attend examinations or treatment at the Village's direction will not be required to charge paid leave time.
7. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction including the Public Employment Relations Board (PERB), then either the Village or the Association shall have the right to immediately reopen negotiations with respect to a substitute for the invalidated portion pursuant to the Taylor Law.
8. Payment of Section 207-c benefits shall be discontinued with respect to any employee who is granted a disability retirement pension as provided by law.
9. Any wage or salary benefits awarded by the Workers' Compensation Board will be coordinated with 207-c benefits in accordance with applicable law. Employees who are receiving 207-c benefits and who receive a wage or salary benefit award from the Workers' Compensation Board must immediately remit that payment to the Village. If the employee leaves Village employment prior to remitting a Workers' Compensation wage or salary award, the remaining amount will be deducted from his/her final paycheck. If the final paycheck does not cover the remaining amount, then the employee will remit any monies owed within 60 calendar days of his/her termination.

APPENDIX "A"

THE BUCHANAN POLICE DEPARTMENT
GENERAL MUNICIPAL LAW SECTION 207-c
APPLICATION

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Date of Birth
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Date of Incident Time
8. Name of witness(es) and address(es) (if available)
 - (a) _____
 - (b) _____
 - (c) _____
9. Name of other employees at the incident site (if applicable).
 - (a) _____
 - (b) _____
 - (c) _____
10. Describe what the officer was doing when the incident occurred.

Handwritten: [Signature] 6/14/23
[Signature] 6/14/23

11. Where did the incident occur? _____

12. How was the claimed injury or illness sustained?

13. When was the incident first reported? _____

To Whom? _____ Time _____

Witness(es) (if any) _____

14. Was first aid/ medical treatment sought or authorized? _____

By Whom? _____ Time _____

15. Name and address of attending physician _____

16. Name of Hospital or Medical Facility _____

17. State name and address of any other treating physician(s) _____

18. State current nature of injury and part or parts of body affected _____

19. The name and address of my representative to whom a copy of any decision concerning the application should be sent:

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant)

(Date)

APPENDIX "B"

GENERAL MUNICIPAL LAW SECTION 207-C
AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION FORM

To: _____:
[Name and address of person or organization releasing medical information]

I, _____, D/O/B _____ SS# (last four digits) _____
(Patient)

authorize the above-named person or organization, to release my health-related information and/or materials (as indicated below) to:

[Name & address of person or organization to which disclosure is made]

This Authorization covers the medical information selected below:

_____ Copy of record(s) of treatment, including X-Rays, patient notes, diagnostic notes, prognosis notes, and all prescribed medication therapies or physical therapies or other diagnostic regimens related to accident/injury/illness

_____ incurred on _____, 20__.
Identify Body Part or Description

_____ Psychotherapy Notes (Only check if applicable) (If this Authorization is for Psychotherapy Notes, do not check any other box; an authorization for Psychotherapy Notes cannot be used with any other authorization for the release of medical information)

_____ Other as specified: _____

This Authorization also includes authority to copy any and all such records.

The purpose for this Authorization is for purposes of determination of my eligibility for benefits under General Municipal Law § 207-c or ability to return to work in a light duty capacity.

This Authorization expires twelve (12) months from its issuance or earlier if revoked in writing.

Treatment, payment, or enrollment in a health plan or eligibility for benefits will not be conditioned on signing this Authorization. I may revoke this authorization at any time in writing. Such revocation will not affect any use or disclosure already taken in reliance upon this Authorization.

I understand that once health information is disclosed pursuant to this Authorization, it may be re-disclosed and may no longer be protected by privacy laws.

Signature of Patient

Date

or

Printed Name of
Authorized Representative

Signature of
Authorized Representative

Date

Basis of Legal Authority if Signed by Authorized Representative

Witness

Date

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MM 6/24/2023
6/14/23

APPENDIX "C"

The Comptroller of the State of New York
New York State Police and Fire Retirement System
110 State Street
Albany, New York 12244-0001

CERTIFIED MAIL-RETURN
RECEIPT REQUESTED

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as a member of the Buchanan Police Department, I hereby submit the following report:

Name of injured Police Officer Registration and Social Security Number (last four digits)

Home Address

Date of incident Time of incident Location of incident

Description of injury and/or illness _____

Medical care required _____

Signature of Police Officer Print Name Date