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POL\7485

COLLECTIVE BARGAINING AGREEMENT

between the

TOWN OF TUXEDO

and the

TOWN OF TUXEDO POLICE BENEVOLENT ASSOCIATION

January 1, 2016 – December 31, 2020

1/1/16 - 12/31/20

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ARTICLE 1 SCOPE OF THE AGREEMENT

Section 1 Recognition

Pursuant to the provisions of the Civil Service Law of the State of New York, The Town of Tuxedo, a municipal corporation, organized and existing under and by virtue of the Laws of the State of New York, (hereinafter referred to as the "Town") has recognized the Town of Tuxedo Police Benevolent Association, (hereinafter referred to as the "PBA") as the sole and exclusive bargaining agent for all "employees" as hereinafter defined in Section 2 of this Article.

Section 2 Definition of Employees

The term "employees" as used in this Agreement shall include all full-time and part-time Police Officers, Sergeants, Detectives, and Lieutenants of the Police Department of the Town of Tuxedo, excluding the Chief of Police or Acting Chief of Police.

Section 3 Job Security (hired before 8-1-2017)

None of the full-time employees listed below may lose employment through a "lay-off". Loss of employment by these seven employees may only be through resignation, retirement or removal through disciplinary action. This section will remain in effect for all subsequent collective bargaining agreements, unless the parties negotiate a change thereto.

John Norton, Douglas Russell, Stefan Christian, David Decker,
Girard Shiloh, William Hall, and Michael Eichengreen

Section 4 Police Department Structure

The Town will hire no more than six part-time police officers.

ARTICLE 2 HOURS OF EMPLOYMENT

Section 1 Tours of Duty

The scheduled work day for all employees shall not exceed eight hours. The scheduled work week for all employees shall not exceed forty hours.

An employee must record all hours worked in each workday in a manner to be determined by the Town.

The work schedule for all full-time employees shall be four days on, two consecutive days off, rotating tours of duty as follows:

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

All full-time employees shall rotate his/her days off backwards each week (i.e., off Thursday and Friday this week, off Wednesday and Thursday the following week, etc.).

The above work schedule represents an eighteen day cycle, and approximately two hundred and forty-three (243) days per year.

All Sergeants and Lieutenants shall rotate as set forth above. However, no more than one Sergeant or Lieutenant shall be regularly scheduled to work on the same tour of duty at the same time. In the event of overtime, there can be more than one Sergeant on a tour of duty.

Notwithstanding the paragraph immediately above, until such time as the "A" line is restored there shall be no limit to the number of supervisors, scheduled to work on the same tour of duty.

The Chief of Police may assign part-time employees to meet the operating needs of the department provided the provisions of Article 3, Section 5 (Distribution of Overtime) are complied with.

Section 2 Modification of Scheduled Tours of Duty

The work schedule shall not be altered except for an emergency and for those limited situations as set forth herein: 1) special local event; or, 2) illness or disability in which an employee shall be out of work for two weeks or more.

Any change to a full-time employee's work schedule shall have a minimum of forty-eight hours notice. In the event there is less than forty-eight hours notice, the employee shall be paid overtime for all hours in which the minimum notice was not provided.

In the event an employee's work schedule is modified as set forth herein, that employee shall be returned back to his/her rotation as if he/she were never changed immediately following the completion of the change, and shall have a minimum of sixteen consecutive hours off before returning to his/her regular work schedule.

An employee who had previously approved scheduled time off, and whose work schedule is changed as set forth herein, shall nevertheless be granted that time off.

Section 3 Shift Differential

Any full-time employee who rotates into the "A" line tour of duty (11:00 p.m. to 7:00 a.m.), shall be paid a shift differential above their Base Wage hourly rate of pay, inclusive of longevity if applicable, as follows:

<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
6%	6%	6%	6%	6%

Any full-time employee who rotates into the "C" line tour of duty (3:00 p.m. to 11:00 p.m.), shall be paid a shift differential above their Base Wage hourly rate of pay, inclusive of longevity if applicable, as follows:

<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
2%	2%	2%	2%	2%

Notwithstanding the above, as per the May 2017 Arbitration Award the "C" line differential shall be paid at four and one-half percent (4.5%) above the full-time employee's Base Wage hourly rate of pay, inclusive of longevity if applicable, until such time as the "A" line is restored. At that time the "C" line shift differential will revert back to the amount listed in the schedule above.

All paid leave (such as, but not limited to, vacation, sick, personal, etc.) shall constitute time worked and all full-time employees shall be paid their respective shift differential.

Additionally, in the event a full-time employee is injured in the line of duty, pursuant to Section 207-c of the General Municipal Law, that affected employee shall receive their respective shift differential when their work schedule would have them on that tour of duty.

Section 4 Minimum Staffing

In recognition of the health and safety of all employees, all tours of duty shall have a minimum of two employees assigned to patrol duties at all times.

Section 5 Detective(s) Work Schedule

The Detective(s) shall be uniformed police officers and work the patrol schedule set forth in Section 1 above. The Chief of Police or designee, as needed, may "call in" the Detective(s) when not regularly scheduled as set forth herein to perform additional work related to their duties and be paid pursuant to Article 3 – Overtime.

ARTICLE 3 OVERTIME

Section 1 Calculation of Overtime Hours

Daily overtime is hereby defined as work performed by an employee in excess of the regular work week (forty hours), or in excess of the normal duty tours (eight hours).

Section 1a Calculation of Overtime Rate

All hours consecutively worked by a full-time employee in excess of the employee's regularly scheduled work week or normal duty tour, but less than sixteen consecutive hours, shall be compensated at one and one-half times such employee's regular rate of pay.

Section 1b Provision for Double Time Rate

A full-time employee who works in excess of sixteen consecutive hours shall be paid at the rate of two times his/her regular rate of pay for all time worked in excess of the sixteen consecutive hours.

Section 2 Minimum Time - Out-of-Town Events

An employee who attends a court appearance or any other event outside of the Town (e.g., County Court, Grand Jury, etc.), on his/her pass days (days off), or in excess of his/her work week shall be compensated for the entire time required, but for not less than a minimum of three hours of overtime pay for each event. An employee who attends a court appearance or any other event outside the Town during his/her regularly scheduled tour of duty, he/she shall be compensated for the entire time required without the guaranteed minimum hours of pay as set forth herein. At least thirty-six hours prior notice to employee by the police

department of his/her required attendance at an Out-of-Town event is preferred, but not required. However, if the event exceeds the employee's regularly scheduled tour of duty, he/she shall be paid overtime as set forth in Section 1.1a or 1.1b above.

Section 2a Minimum Time - In-Town Events

An employee who attends a court appearance or any other event inside of the Town (e.g., Justice Court, parade, etc.) during his/her regularly scheduled tour of duty shall be compensated for the entire time required, without any guaranteed minimum hours of pay as set forth in Section 2. However, if the event exceeds the employee's regularly scheduled tour of duty, he/she shall be paid overtime as set forth in Section 1.1.a or 1.1.b above. An employee who attends a court appearance or any other event inside the Town prior to or after his/her regularly scheduled tour of duty, or on his/her day off (pass days), he/she shall be compensated for all the time required, but not less than a minimum of three hours of overtime pay for each event. At least thirty-six hours prior notice to the employee by the police department of his/her required attendance at an In-Town event is preferred, but not required. However, no prior notice by the police department is required to the employee for a Town court appearance(s).

Section 3 Exception to Minimum Time Provisions

The minimum number of hours for which compensation is to be paid for scheduled or unscheduled events, as referred to in Section 2, shall not apply where the employee's normal tour of duty is extended or is required to report early for his/her tour of duty.

Section 4 Transportation Reimbursement

An employee required to use his/her own vehicle for Town related business, other than Justice Court of the Town of Tuxedo, shall be reimbursed at no less than the mileage reimbursement rate established annually by the IRS as of December 31st of the prior year. An employee required to pay for tolls and/or parking shall be reimbursed, including mileage, after submission of a voucher with receipts and after audit by the Town Board, which shall not be later than five calendar days following the next scheduled Board meeting.

Section 5 Staffing (Distribution of Overtime)

Overtime for the staffing of a tour of duty, special event, etc. shall be distributed on a rotating basis, by seniority, starting with the most senior employee (date of hire with the Town) and continuously moving through the list until each employee has been afforded the opportunity to work overtime. In the event an employee is off on any paid leave (i.e., vacation, personal leave, sick leave, line of duty injury, etc.), that employee shall not be required to be canvassed.

Part-Time Police Officers will be canvassed first for all planned overtime (ten days or more of notice) on a rotating basis, by seniority order, until each Part-Time Officer has been afforded the opportunity to work. After the Part-Time Police Officer canvass list has been canvassed one full rotation, canvassing will continue as stated above.

Part-Time Officers will be canvassed second for all unplanned overtime (less than ten days notice).

Part-Time Officers will not work reimbursable details (Ren Faire, Forest of Fear, etc.) or grants (STOP DWI, BUNY, STEP, etc.) to replace a Full-Time Police Officer, except in the event no Full-Time Police Officer agrees to work the reimbursable detail or grant.

Overtime that has or requires a specialty (i.e., supervisor, accident reconstruction, breathalyzer, etc.) shall be distributed on a rotating basis, by seniority, starting with the most senior employee who has the specialty,

and continuously moving through the list until each employee possessing the speciality has been afforded the opportunity to work overtime.

In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

ARTICLE 4 BASE WAGE

Section 1 Calculations

A full-time employee's Base Wage shall be paid in twenty-six equal pay periods.

A full-time employee's hourly rate shall be computed by dividing the Base Wage by the total annual scheduled work hours (1944 hours), including longevity.

The Base Wage shall be as follows, which reflects wage increases:

	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	
	2%	2%	2%	2%	2%	
STEP	2015	1-1-2016	1-1-2017	1-1-2018	1-1-2019	1-1-2020
* Academy	\$50,336	\$50,336	\$50,336	\$50,336	\$50,336	\$50,336
1 Starting	\$59,219	\$59,219	\$59,219	\$59,219	\$59,219	\$59,219
2 2 nd Year	\$63,365	\$63,365	\$63,365	\$63,365	\$63,365	\$63,365
3 3 rd Year	\$67,802	\$69,158	\$70,541	\$71,952	\$73,391	\$74,859
4 4 th Year	\$72,545	\$73,996	\$75,476	\$76,985	\$78,525	\$80,096
5 5 th Year	\$77,626	\$79,179	\$80,762	\$82,377	\$84,025	\$85,705
6 6 th Year	\$88,492	\$90,262	\$92,067	\$93,908	\$95,787	\$97,702
** Sergeant	\$101,766	\$103,801	\$105,877	\$107,995	\$110,155	\$112,358
*** Admin Sergeant	—	—	\$111,171	\$113,394	\$115,662	\$117,976
**** Lieutenant	\$111,943	\$114,181	\$116,465	\$118,794	\$121,170	\$123,593

* Academy rate is 85% of Step 1 for the period in basic MPTC course. Upon graduation, that employee shall move to Step 1.

** Sergeant(s) shall be paid a differential in Base Wage of 15% over and above the Step 6 Base Wage of a Police Officer.

*** Administrative Sergeant shall be paid a differential in Base Wage of 5% over and above the Sergeant's differential.

**** The Lieutenant(s) shall be paid a differential in Base Wage of 10% above the Sergeant's differential.

All full-time employees shall receive a step or increment as set forth above, on their anniversary date. *Part-time employees do not receive a step or increment.* All employees hired on or after January 1, 1990 shall have an anniversary date which shall be their date of hire.

A part-time officer's pay rate will be as follows:

PT Academy:	\$25.89/hour
Department Work:	\$30.46/hour

Section 2 Detective Differential

The Detective(s) shall be paid a differential in Base Wage over and above the Step 6 Base Wage of a police officer as follows:

<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Arbitration Award	Arbitration Award	3% above Step 6	3% above Step 6	3.5% above Step 6
\$2500	\$2500	\$2817	\$2874	\$3420

ARTICLE 5 LONGEVITY

Section 1 Calculations

All employees hired on or before December 31, 1992, shall be entitled to and receive, upon completion of the employee's sixth year of service and for the term of this contract a longevity increment, in addition to his/her annual Base Wage, the sum of \$350.00 per year of employment.

All employees hired on or after January 1, 1993 shall be entitled to longevity as follows:

Years of Service	Amount
Start 6th through 8th	1% above Step 6 Base Wage or Rank
Start 9th through 11th	2% above Step 6 Base Wage or Rank
Start 12th through 14th	3% above Step 6 Base Wage or Rank
Start 15th through 17th	4% above Step 6 Base Wage or Rank
Start 18th through 20th	5% above Step 6 Base Wage or Rank
Start 21st through 24th	6% above Step 6 Base Wage or Rank
Start 25th through 28th	7% above Step 6 Base Wage or Rank
Start 29th and Above	8% above Step 6 Base Wage or Rank

The above amounts are not cumulative and the amount to be paid at each Step level is to remain the same during each of the specified years in each Step (i.e., Start 6th through 8th year of service, the amount paid during 2017 for a Police Officer would be \$920.67 in each year, etc.).

Such longevity increments shall be paid on a bi-weekly basis and added to the Base Wage paycheck.

ARTICLE 6 HOLIDAYS

Section 1 Recognized Holidays

The following Holidays shall be recognized:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
New Year's Day	January 1	January 1	January 1	January 1	January 1
Martin Luther King Day	January 18	January 16	January 15	January 21	January 20
Lincoln's Birthday	February 12	February 12	February 12	February 12	February 12
Washington's Birthday	February 15	February 20	February 19	February 21	February 17
Memorial Day	May 30	May 29	May 28	May 27	May 25
Independence Day	July 4	July 4	July 4	July 4	July 4
Labor Day	September 5	September 4	September 3	September 2	September 7
Columbus Day	October 10	October 9	October 8	October 14	October 12
General Election Day	November 1	November 7	November 6	November 5	November 3
Veterans' Day	November 11	November 11	November 11	November 11	November 11
Thanksgiving Day	November 24	November 23	November 22	November 28	November 26
Christmas Day	December 25	December 25	December 25	December 25	December 25

Section 2 Holiday Payment

Full-time and part-time employees who are scheduled to work on any of the above named Holidays shall be paid at the rate of two and one-half times the employee's applicable hourly rate for all hours worked on that Holiday.

A full-time employee, who's scheduled days off (pass days) fall on any of the above named Holidays, shall be paid eight hours in the next pay period or have the option of accumulating the payments and being paid on or before December 31st of that year.

ARTICLE 7 VACATIONS

Section 1 Provision for Vacation Time

All full-time employees covered under the terms of this Agreement who have been in continuous employment as of the anniversary date as defined in Article 4, shall receive paid vacation time as follows:

<u>Years of Employment Completed</u>	<u>Vacation</u>
1-2 Years	2 weeks (10 work days)
3-6 Years	3 weeks (15 work days)
7-12 Years	4 weeks (20 work days)
13-19 Years	5 weeks (25 work days)
20 Years and Above	6 weeks (30 work days)

Section 2 Vacation Policy

The ability of the Police Department to render efficient police service to the public is dependent upon the availability of employees. Based on the foregoing, not more than twelve percent of all employees are permitted to take vacation at anyone time.

Annual worksheets will be used to select vacation. Starting with the most senior employee by title as set forth herein, each employee will have forty-eight hours to select his/her respective vacations and return the selection calendar and sheet to their supervisor for verification and approval. Police officers will select as a group, and supervisors (e.g. Sergeants and Lieutenants) will select as a group. No more than one police officer and one Supervisor shall be permitted to select the same vacation day(s).

For the purpose of applying vacation to the four and two schedule, each individual four consecutive work days shall be known as a "pick". The contractual allotment set forth above shall be strictly adhered to for "picks", as follows:

Completed 20 Years and Above	6 weeks (30 work days)	6 picks
Completed 13 Years - 19 Years	5 weeks (25 work days)	5 picks
Completed 7 Years - 12 Years	4 weeks (20 work days)	4 picks
Completed 3 Years - 6 Years	3 weeks (15 work days)	3 picks
Completed 1 Year - 2 Years	2 weeks (10 work days)	2 picks

Each employee shall select his/her maximum number of "picks" for the year based on the above, including individual "picks". However, no individual vacation "pick" day(s) shall take precedence over a "pick" of four consecutive work days.

Depending on the number of picks each employee is entitled, he/she may have individual vacation days remaining. Those remaining individual day(s) may be used during the years, so long as that day(s) does not exceed the twelve percent application set forth above.

All supervisors (e.g. Sergeants and Lieutenants) are responsible for the vacation selection process and will verify that each employee's selection conforms to the procedure above. The verifying supervisor will initial the selection to indicate that it has been approved. This process will be repeated until all employees have selected his/her vacations.

Section 3 Separation from Employment

An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. An employee who leaves employment due to disciplinary action will not receive a settlement for unused vacation leave. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

ARTICLE 8 INCIDENTAL EXPENSES

Section 1 Equipment Expenses

1. The Town shall issue a complete Uniform, including equipment, upon hire of a new employee. The uniforms and equipment to be issued are as follows:

<u>Soft Equipment</u>	<u>Hard Equipment</u>
1 eight point hat with silver band	1 hat shield
1 heavy winter jacket	1 officer's shield
1 spring jacket	1 ID card
3 pair of pants	1 pair of boots
3 long sleeve shirts	1 sam brown belt
3 short sleeve shirts	1 duty belt
1 knit tie	1 holster
3 turtle neck shirts	1 weapon
1 pair winter gloves	1 hand cuff case
1 long raincoat	1 set of handcuffs
1 dress blouse	1 canister of pepper spray with holder
1 detail hat	1 flashlight
1 Gortex weather hat	1 portable radio
1 knit weather hat	1 duty bag
	1 radio holder
	1 Monadnock
	1 pair of police shoes

Thereafter, each employee shall be entitled to purchase uniforms, as set forth herein, through a voucher, as follows:

<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
\$725	\$725	\$725	\$750	\$750

All equipment, as defined and as set forth herein, shall be replaced by the Town, at no cost to the employee, on a normal wear and tear basis.

2. The Town shall contract out for a dry cleaning service to pick up and deliver uniforms at a minimum of two times a week based on the following cleaning schedule:

- 3 shirts per week
- 3 pairs of pants per week
- 1 tie every 3 months
- 1 jacket every 6 months
- 1 hat every 6 months
- 1 dress blouse every 6 months

In the event an employee's uniform, as set forth herein, is soiled due to the performance of their duties, they shall be permitted to have those items cleaned, over and above the cleaning schedule.

3. The replacement of uniforms caused by ordinary wear and tear and hazards incidental or connected with actual police duty shall be by the Town, at no cost to the employee.

4. The Town shall provide for the original purchase and repair of a service revolver and the purchase of ammunition. An employee shall be furnished with a Glock 22 .40 caliber. The employee shall be responsible for the cost and expense of replacement of any service revolver which shall become lost, stolen, misplaced or separated from the assigned officer. In the event that the service revolver or weapon has been taken from an employee by means of assault or robbery while on duty, the replacement shall not be the responsibility of the employee.

5. The Town shall provide a pair of work shoes or boots for each employee once every two years of service.

6. Repair or replacement of articles of personal property belonging to the employee which are damaged or destroyed in the line of duty shall be by the Town, at no cost to the employee.

Section 2 Town Property

All uniforms and weapons furnished and purchased for employees shall remain the property of the Town.

ARTICLE 9 HEALTH INSURANCE

Section 1 Insurance Plan and Premiums

The Town agrees to pay 100% of the premium cost for the employee and dependent coverage under the New York State Health Insurance Plan (NYSHIP) - Empire Plus Medical and Psychiatric Enhancement, as described therein.

The Town shall make available an HMO, PPO and/or EPO option which shall be offered to bargaining unit employees and their dependents at a cost no greater than the New York State Health Insurance Plan described above.

For a full-time employee hired on or after April 1, 2006, the Town will pay 100% of the premium cost for individual coverage; or seventy-five percent of the premium cost for a two-person plan or family plan coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck pursuant to Section 2 below.

In no event shall the employee's family contribution, if enrolled in the Plan described in the first (1st) paragraph, exceed five thousand dollars (\$5000.00) annually during the term of this Award or subsequent collective bargaining agreement, with the amounts being deducted as set forth herein.

Section 2 Pre-Tax Flexible Spending Accounts

An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account, dependent care flexible spending account, or both.

The amount(s) designated for the employee's medical care flexible spending account may be used to cover health, dental, and vision care expenses as defined by the Internal Revenue Service (IRS) for this account, that are not reimbursable through the employee's insurance plan(s).

Additionally, the amount(s) designated for the employee's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents as defined by the IRS for this account.

In order to receive reimbursement from an employee's flexible spending account account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

Eligible employees may enroll or decline in the plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change to the individual, family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

Section 3 Health Insurance Buy-Out

Eligibility: An employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

Payment of Buy-Out: The employee will receive thirty percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). The buyout amount of thirty percent (30%) shall be based upon the premium of the New York State Health Insurance Plan (NYSHIP) at that time. The buy-out is subject to applicable taxes. Equal payments of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is receiving the buy-out.

Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans provided through the Town. The coverage will begin on the first of the month immediately following the employee giving notice, or sooner if the qualifying change is permitted by the IRS or plan. If possible, the employee shall provide such notice at least five business days (e.t. Monday-Friday, excluding Holidays) prior to the reinstatement into the plan, and meets all eligibility requirement of the insurance plan.

ARTICLE 10 RETIREMENT BENEFITS

Section 1 NYS Police and Fire Retirement System

An employee may choose a Retirement Plan as provided by the Town in accordance with the New York State Retirement and Social Security Laws. The employee may elect the New York State Police and Fire Retirement Plan, Section 384 requiring the completion of twenty-five years of service, or Section 384-d requiring the completion of twenty years as defined by the Plan. An employee shall be required to elect either plan in writing and comply with the provisions of the New York Retirement and Social Security Laws regarding selection.

The employee shall notify the Town of his/her intention to retire no less than one year prior to the date of anticipated retirement, but such notice shall not bind the employee to actually complete all steps necessary to effectuate such retirement.

Section 2 Retiree Health Insurance

Coverage: The Town provides medical insurance and prescription drug coverage to all full-time employees after they retire from employment and are receiving retirement benefits under the New York State Police and Fire Retirement System. Coverage is also available for the retiree's eligible dependents if those specific individuals were covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

For an employee who is hired on or after April 1, 2006, and in the event the retiree predeceases the retiree's spouse and/or eligible dependent(s), the spouse and/or eligible dependent(s) may continue with health insurance and prescription coverage at the Town's expense for a period of twelve months following the loss of coverage provided for in the health insurance plan after the retiree's death, provided the spouse does not remarry during this period of time. After the coverage period herein, the spouse and/or eligible dependent(s) may continue health and prescription coverage provided they pay the full cost of the premium to the Town.

Eligibility: To be eligible for coverage, the retiree must meet all of the following requirements: 1) have at least twelve years of service with the Town; 2) have retired directly from the Town; and, 3) have been granted a retirement benefit from the New York State Police and Fire Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

In the event an employee has less than twelve years of service with the Town as set forth herein, and is granted a disability retirement from the New York State Police and Fire Retirement System, the years of service shall be waived.

Plan: For a retiree who is not eligible for Medicare, the Town will provide the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Town.

Premium Payment: Upon retirement, the Town agrees to pay 100% of the premium cost for the employee and eligible dependent coverage in the Plan(s) described in Article 9 - Insurance, Section 1.

Medicare: Coverage under a medical insurance and prescription drug plan provided through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse and/or dependent(s) may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Town. The Town will reimburse an eligible retiree and the retiree's eligible spouse and/or dependents(s) for the cost of the Medicare Part B premium.

ARTICLE 11 LIFE INSURANCE

Section 1 Term Life Insurance

The Town shall provide group term life insurance providing death benefits in the amount of twenty thousand dollars (\$20,000) per employee.

ARTICLE 12 DENTAL and VISION INSURANCE

Section 1 Dental and Vision Plans

Eligibility: The Town shall provide the Assurant dental and First Rehabilitation Live Insurance Company of America vision plans to each full-time employee and eligible dependent(s).

Date Coverage Begins: An employee and eligible dependent(s) participation in the dental and vision plans shall be on the first day of the month following thirty calendar days of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. An employee may also enroll in the dental and vision plans during the annual open enrollment period or at the time of a qualified change its defined by the Internal Revenue Service (IRS) or the plan.

Change In Plans: The Town may change the dental and/or vision plan in place of the then current plan, provided the new plan's benefit structure and provider network are substantially equivalent to the then current plan.

Section 2 Dental and Vision Premiums

The Town will pay one hundred percent of the premium for the dental and vision plans for the employee, two-person, or family coverage, as the case may be.

ARTICLE 13 PROMOTIONS

Section 1 Filling of Vacancies

The Town agrees to fill any vacancy in the police force above the rank of police officer according to the provisions of the New York State Civil Service Law.

The Town will maintain the following full-time promotional positions: one Lieutenant (however, when J. Norton vacates the Lieutenant position it will be abolished and an Administrative Sergeant position will be created), two Sergeants and two Detectives (however, when one of the current Detective's leaves the position, the Town will maintain one Detective).

The Town will maintain and fill all above listed full-time bargaining unit promotional positions that become vacant due to attrition (example: retirement, separation, promotion, dismissal, etc.). The Town will fill promotional vacancies within thirty calendar days.

ARTICLE 14 SICK LEAVE

Section 1 Sick Leave Compensation (job-related)

In accordance with General Municipal Law Section 207-c, an employee shall receive his/her regular Base Wage and longevity increment when absent from work due to job related injury or illness.

Section 2 Allowance

Each full-time employee shall be credited on the date of hire and each subsequent anniversary date thereafter with twelve sick days, up to a maximum accumulation of one hundred and eighty days.

Section 3 Use of Sick Leave

Sick leave may be taken or used for illness or sickness not related to an injury or illness caused by the performance of an employee in the line of duty. An employee may 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 day.

In the event of an injury or illness sustained in the line of duty, that employee shall not be charged with use of sick leave or any other paid leave contained in this Agreement.

An employee may use sick leave credits for family illness or injury if the employee must provide direct care to an immediate family member. In the event the employee must be absent from work beyond a continuous forty hours, the employee may apply for leave under the Town's Family and Medical Leave policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

All employees shall use the sick days in that year first and then deduct sick days at the least costly daily rate forward, but be paid prevailing rate in effect at the time when using sick leave.

Section 4 Limitation for Outside Employment

No employee shall receive paid sick leave while absent from work due to injury, illness or disability incurred while employed by persons or organizations other than the Town.

Section 5 Medical Certification

An employee shall provide the Chief of Police with certification from a doctor's office for each injury, illness or disability in excess of three consecutive work days.

Notwithstanding the above, the Chief of Police may require medical verification of an employee's absence if he/she perceives the employee is demonstrating a pattern of excessive sick leave.

The Chief of Police may also require medical verification that the employee is able to return to work with or without restrictions.

Section 6 Retirement Cash-Out

All employees shall be paid upon retirement for his/her unused sick leave up to a maximum of one hundred and eighty days, inclusive of longevity and any differential pay for sergeants or lieutenants.

All employees hired during or before 1988, shall be paid upon retirement for his/her unused sick leave up to a maximum of one hundred and eighty days, inclusive of longevity and any differential pay for sergeants or lieutenants as follows:

1. Terminal Leave - fifty sick days taken off at a rate in effect in year of retirement.
2. Payout for 1988 to retirement - cash payment, computed on collective bargaining agreement daily rates in effect at that time.
3. Payout for sick leave prior to 1988 - cash payment of seventy-five dollars for each day.

ARTICLE 15 PERSONAL LEAVE

Section 1 Allowance

A full-time employee shall receive three work days each year of paid personal leave. Each full-time employee will be credited with personal leave on January 1st for use during the following twelve months.

A full-time employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year (e.g. hired July 1st, credited with 1.5 days).

An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

Section 2 Scheduling

The request for the use of personal leave shall be made at least eight hours prior to the commencement of the work shift for which such leave is requested.

Section 3 Separation from Employment

An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1 Leave for Contract Administration

Eligible Employees: Only the President of the PBA, or designee, will be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances; to attend grievance arbitration hearings; to attend conferences and hearings of the New York State Public Employment Relations Board.

Section 2 Scope of Article

A grievance is hereby defined as any dispute or difference involving the interpretation, application or operation of any provisions of this Agreement. A grievance may be filed only by the PBA.

Section 3 Procedure

Step One - Formal Grievance: The PBA shall file a written grievance with the Chief of Police. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought. The grievance must be submitted within thirty calendar days from knowledge of the occurrence, or when the PBA should have had knowledge. The Chief of Police shall respond to the grievance within fourteen calendar days.

Step Two – Appeal to Town Board: If the PBA is not satisfied with the determination of the Chief of Police, the PBA may file a written statement of grievance with the Town Board within fourteen calendar days of receipt of this determination, or when the Step One response should have been received. The Town Board shall have the right to convene a hearing or make a determination on the written statement of the PBA and the respondent. The Town Board shall respond to the grievance within fourteen calendar days.

Step Three - Binding Arbitration: In the event the PBA is not satisfied with the determination of the Town Board, the PBA shall notify the Town Supervisor of its intent to proceed to arbitration. The parties shall attempt to mutually agree and select an arbitrator to hear the grievance. In the event the parties cannot mutually agree on an arbitrator, a demand for arbitration shall be made by the PBA, to the New York State Public Employment Relations Board (PERB) pursuant to its Rules of Procedure in effect at that time.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be final and binding on each party. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The fees, expenses and cost of the arbitrator shall be shared equally between the Town and PBA.

ARTICLE 17 PHYSICAL EXAMINATION

Section 1 Requirement for Physical Examination

Each employee shall be required to take a complete physical examination by a Town-appointed physician unless a valid objection is raised by the employee, in which event the Town will designate another physician, on an annual basis, at the Town's expense. A complete physical examination must be taken by all employees at least every two years.

Section 2 Random Drug Testing

At the discretion of the Town, an employee may be required to submit to a random drug test. The test shall be administered by a physician designated by the Town, at the Town's expense. The procedure and criteria shall be in accordance with Appendices "B" and "C" attached hereto as a part of this Agreement.

ARTICLE 18 OFF-DUTY EMPLOYMENT

Section 1 Incorporation of Department Rules

Any employment while off-duty or aside from the Tuxedo Police Department shall be governed by General Order 15, Rules and Regulations of the Town of Tuxedo Police Department.

ARTICLE 19 TRAINING AND EDUCATION

Section 1 Compensation

All employees who are assigned or required to attend any training or education course(s) or seminar(s), shall be paid at the overtime rate or, at the option of the employee, may elect compensatory time off in lieu of cash payment, at time and one-half. Overtime shall not be paid in the event an employee attends any training or education course(s) or seminar(s) during their scheduled tour of duty.

ARTICLE 20 BEREAVEMENT LEAVE

Section 1 Allowance

Immediate Family: In the event of a death of a regular full-time employee's immediate family member, he/she shall be credited up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Parent or Legal Guardian

Extended Family: In the event of a death of a regular full-time employee's extended family member, he/she shall be entitled to up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Spouse's Parent
- Grandparent

Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended 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.

ARTICLE 21 JURY DUTY LEAVE

Section 1 Release from Duty

In the event an employee is noticed to appear for Jury Duty, and that employee is scheduled to work, he/she shall be released with pay and without charge to any other paid leave accrual. The employee shall provide a copy of the notice to the Chief of Police or designee.

In the event an employee is scheduled to work a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required, and be paid, without charge to any other paid leave accrual. The employee shall be required to use the "Call-In" method, if available. In that event, and if the employee is not required to report for Jury Duty, he/she shall report to their regularly scheduled tour of duty.

Section 2 Compensation

All fees paid to the employee shall be endorsed over to the Town. In the event the employee appears for Jury Duty on his/her regularly scheduled day off (pass day), that employee shall retain the fees. However, any reimbursement, such as but not limited to mileage, tolls, parking and/or meals, paid for while on Jury Duty, shall be retained by the employee.

ARTICLE 22 TRAINING RECOVERY COSTS

Section 1 Compensation

In the event the Town provides an employee, at its cost, the required basic police training (MPTC), and the employee leaves employment on a voluntary basis prior to three years of service, that employee shall be responsible to reimburse the Town for all related costs incurred on the following schedule:

Departure within 1 year of date of hire = 100%
Departure within 2 years of date of hire = 50%
Departure within 3 years of date of hire = 15%

It is agreed and understood that related costs shall not include any wages paid to the employee, but are intended for tuition, books, ammunition, food, tolls and the like.

ARTICLE 23 CANINE OFFICER

Section 1 Compensation

The Canine Officer(s) shall be paid an additional two hours of overtime per week for off-duty care and maintenance of their dog over and above their Base Wage and Longevity.

ARTICLE 24 LABOR-MANAGEMENT COMMITTEE

Section 1 General Terms

Authorized spokespersons for the Town and PBA shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor, or designated representative, or the 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 16 - 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.

ARTICLE 25 DISCIPLINARY PROCEDURE

Section 1 Command Discipline – Informal Stage

In the event the Town determines that a formal procedure is not required due to a relatively minor infraction(s) of the police department's 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, which shall not exceed six months; and/or,
2. a reduction in vacation accruals for the full time employee which shall not exceed three work days.

Section 2 Formal Stage

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

During the period pending an arbitrator's decision, or agreement of the parties, including if termination is sought, and the employee is placed on an unpaid status or suspended without pay, he/she shall continue to and be provided with the following by the Town at the level set forth in those Articles:

1. Article 10 – Health Insurance – Sections 1, 2 and 3
2. Article 11 – Life Insurance
3. Article 12 – Dental and Vision Insurance

In the event the penalty sought by the Town is termination, or suspension without pay, that employee may be placed on unpaid status or suspension without pay for no more than ninety (90) calendar days. Thereafter, the employee shall be reinstated to the payroll with pay pending the determination of the arbitrator's decision, or agreement of the parties.

Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty sought. Simultaneously, a copy of the notice shall be sent to the PBA President.

Disciplinary Hearing: If the PBA disagrees with the disciplinary action, the PBA may appeal the matter, in writing, beginning at Step Two of the Grievance Procedure. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Civil Service Rights: The procedure set forth above regarding Notice of Discipline and hearing before an arbitrator, shall replace Section 75 and/or Section 76 of the N.Y.S. Civil Service Law. All other relevant provisions of Sections 75 and 76 shall remain in full force and effect.

ARTICLE 26 SECTION 207-C PROCEDURE

Section 1 Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Town of Tuxedo, "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 therefrom 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.

Section 2 Definitions

1. Employer: The Town of Tuxedo
2. Chief: The Chief of Police of the Town of Tuxedo
3. Claimant: Any Police Officer of the Town of Tuxedo who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
4. Recipient: Any Police Officer of the Town of Tuxedo who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties and has been granted General Municipal Law Section 207-c status and benefits.
5. Claims Manager: The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
6. Section 207-c Benefits: Effective January 1, 2011, the regular salary or wages (base wage and longevity) and medical treatment and hospital care payable to a Recipient pursuant to General Municipal Law Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care as set forth herein, an employee receiving General Municipal Law Section 207-c benefits shall be additionally entitled as set forth in the collective bargaining agreement to the following:
 - a) Health, dental, vision and life insurance in the same manner in which and to the same extent as the Recipient was receiving same when working;
 - b) Health Insurance Buy-Out;
 - c) Shift Differential; and
 - d) Holiday payment that falls on employees scheduled days off (pass days)
 - e) Upon return to work, the employee shall be credited with his/her paid leave (i.e., sick leave, vacation and Holidays not paid for as set forth herein. Any personal leave credits shall be placed in the employee's sick leave as set forth in Article 15 – Personal Leave). An employee who does not return to work, and retires, shall not be credited with any of his/her paid leave as set forth herein during the time out of work on General Municipal Law Section 207-c.

In exchange for the above, the Town reserves the right to hire a "replacement" or "temporary" full time employee, pursuant to Civil Service Law to replace the employee who is out of work and on Section 207-c leave status, and placed in the employees actual work schedule for the duration of the leave. The "replacement" or "temporary" full time employee shall receive all rights and benefits of the collective bargaining agreement, except the Town maximum obligation for health insurance for this employee shall be to pay one hundred (100%) percent of the individual health insurance premium, with the "replacement" or "temporary" employee paying any additional amount of the premium for two-person, or dependent coverage if elected.

Section 3 Application for Benefits

1(a). Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file an application for benefits with the Claims Manager within ten calendar days after the incident giving rise to the injury or sickness or within ten calendar days after the Claimant or his representatives 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 ten calendar days.

1(b). The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances: (i) after filing the application, but before the determination of the Claims Manager; and; (ii) as set forth in Section 11 of this procedure.

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

- (i) the time, date and place where the injury or illness producing incident occurred;
- (ii) a detailed statement of the particulars of the incident;
- (iii) the nature and extent of the Claimant's injury or illness;
- (iv) the Claimant's mailing address;
- (v) the names of any potential witnesses; and
- (vi) the names and addresses of all of the Claimant's treating physicians.

1(d). A copy of the Department line of duty incident report shall be attached to the application.

2. An application for Section 207-c benefits may be filed by either the Claimant or by some other person authorized on behalf of the Claimant where the Claimants injury or illness prevents him/her from filing the Department line of duty incident report or Section 207-c benefits application.

Section 4 Authority and Duties of Claims Manager

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

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

- (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
- (c) require the Claimant to submit to one or more medical examinations related to the illness or injury;
- (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
- (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) do all that is necessary or reasonable in the processing of said application.

3. A Claimant must cooperate with the Claims Manager and provide all necessary information, reports and documentation.

4. A determination of initial eligibility by the Claims Manager shall be made within a reasonable time, based upon the investigation, without the necessity of holding a hearing.

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

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within ten calendar days after mailing of the determination to Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5 Time Off Pending Initial Determination

Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she 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: a) Personal Leave; b) Vacation. If the Claimant is granted Section 207-c benefits, the leave time used shall be credited back to the Claimant.

Section 6 Medical Examination and Treatment

1. After the filing of an application, the Claims Manager may require a Claimant/Recipient to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determination of eligibility, to determine if the Claimant/Recipient is able to perform his/her regular duties or light duty assignments as set forth in Section 7 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/Recipient 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 Claimant/Recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant/Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, on the basis of the refusal. A Claimant/Recipient contesting the termination must make written request for a hearing to appeal to the Claims Manager within ten calendar days after mailing of the termination notice, and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. The Claimant/Recipient shall cooperate in scheduling of the examination(s) and treatment, providing medical records relating to the injury or illness to the Employers' examiner, and in answering questions placed by the health care provider relating to the injury or illness.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant/Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant/Recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant/Recipient 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 procedures herein, Workers' Compensation and applications made pursuant to the Retirement and Social Security Law.

3. **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.

4. 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.

5. 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 prescriptions, applications and supplies (For example: prescription drug card).

Section 7 Light Duty Assignments

1. Any Recipient may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform specified 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, in his/her sole discretion, to perform such light duty.

2. A Recipient who disagrees with the order to report for specified light duty and has conflicting medical documentation that he/she is unable to undertake specified light duty shall submit the medical documentation to the Claims Manager within ten calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical documentation and within ten calendar days of its receipt shall issue to the Chief and Recipient a decision as to whether the order to return to specified light duty should be confirmed, modified or withdrawn. If the Recipient is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within ten calendar days after mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a Recipient who disagrees with the order to report to and perform specified light duty based on conflicting medical documentation, until it is determined whether the Recipient is capable of performing the light duty. Where a determination has been made by the Claims Manager that the Recipient can report to and perform light duty and that individual fails or refuses to perform specified light duty that Recipient's Section 207-c status shall be discontinued.

Section 8 Changes in Condition of Recipient

Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his/her 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. Failure to provide the required notification of any change may result in disciplinary action.

Section 9 Right of Perpetual Review and Examination

1. 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 to:

(a) requiring Recipient to undergo medical examination(s) and treatment by physician(s) or medical provider(s) chosen by the Claims Manager;

(b) requiring Recipient to apprise the Claims Manager as to his/her current condition; and

(c) requiring Recipient or any other involved parties to provide any documentation, books or records that bear on the Recipient's case.

Section 10 Termination of Benefits

If, for any lawful reason, including, but not limited to, failure of Recipient to promptly comply with his/her obligations under Section 6, 7, 8 and 9 of this procedure any of those obligations 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. If the Recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the Claims Manager with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits.

Section 11 Hearing Procedures

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

- A) Jeffrey Selchick
- B) Monte Klein
- C) Philip Maier

In the event the parties are unable to agree on mutually agreeable individuals to serve as Hearing Officers, the Hearing Officer shall be selected pursuant to Article 16, Section 3, Step 3 of the Grievance Procedure.

1(a). The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within sixty calendar days, the Hearing Officer who has the first available date will be assigned.

1(b). 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 person(s) whose reports were reviewed by the Claims Manager shall be permitted.

1(c). After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager as 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 modified. 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.

1(d). The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

1(e). 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. The Employer shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Town Board, with a copy to the Claimant/Recipient's representative, written Findings and Recommendations within thirty calendar days after the close of the hearing. The Town Board shall provide its written determination within ten calendar days after receipt of the Findings and Recommendations. Any such determination of the Town Board shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid by the Employer.

2. In the event there is a sole medical dispute between the employee's doctor and the Employer's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree to select a third mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to agree upon a third neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

Section 12 Coordination with Workers' Compensation Benefits

Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the Employer for periods during which a Claimant received Section 207-c benefits. If the Claimant shall have received any Worker's 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 Section 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13 Discontinuation of Salary & Wage Benefits Upon Disability Retirement

Payment of Section 207-c benefits shall be discontinued with respect to any Recipient who is granted a disability retirement pension as provided by law.

Section 14 General

1. Any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce, add or enlarge the benefits or rights contained in the statute or any amendments made thereto, unless so specified. The intent is to read this procedure in conformity with General Municipal Law Section 207-c. The procedure is not intended to increase, diminish or impair the level of benefits and/or terms and conditions of employment currently received by General Municipal Law Section 207-c recipients pursuant to the statute, expressed provisions of the collective bargaining agreement or practice.

2. The only issues applicable to a Hearing Officer are determinations of initial eligibility, order(s) to return to specified light duty based on conflicting medical documentation or termination of Section 207-c benefits.

3. After returning to full duty from a Section 207-c injury or illness, a claim for benefits based on a recurrence of the injury or illness shall be treated as a new application for Section 207-c benefits.

4. The Town shall, in accordance with Internal Revenue Service (IRS) regulations, not withhold federal or state income taxes or social security and Medicare taxes from an Officer's wages and shall refund the Officer for any of these amounts incorrectly withheld, within thirty (30) calendar days of the date of the wage

payment in which the amounts were incorrectly withheld. The Town shall provide the employee with an annual W-2 statement that does not include Section 207-c benefits as wages and salary.

5. An employee who is receiving examinations or treatment and has returned to specified light or full duty, shall make every effort to schedule such examinations or treatment during non-work hours. If he/she is unable to do so, necessary time off will be granted and shall not be charged to any accrued leave time.

6. Time off on Section 207-c leave shall be considered time worked for purposes of the Family and Medical Leave Act.

7. Questions concerning interpretation and application of this procedure shall be determined by an arbitrator in accordance with Section 11 of this procedure.

ARTICLE 27 STATUTORY PROVISION

Section 1 Legislative Approval

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.

ARTICLE 28 TERM OF AGREEMENT

Section 1 Effective Dates

This Agreement shall take effect as of January 1, 2016 and shall remain in effect until December 31, 2020.

ARTICLE 29 CONDITIONS COVERING ENTIRE AGREEMENT

Section 1 No Unilateral Action

During the term of this Agreement, neither party shall unilaterally seek to change or modify the terms of this Agreement through legislative or administrative action or by any other means. Both parties agree to support any legislative or administrative action necessary to implement the terms of this Agreement.

Section 2 Savings Clause

Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

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

Section 4 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF TUXEDO

Michael D Rost
Mike Rost
Town Supervisor

5/14/18
Date

**TOWN OF TUXEDO
POLICE BENEVOLENT ASSOCIATION**

Girard Shiloh
Girard Shiloh
President

05/14/2018
Date

APPENDIX B

DRUG TESTING POLICY AND PROCEDURE

It is hereby agreed by and between the Town and the PBA that a random drug testing program will be instituted forthwith. It is the intent of the parties hereto to protect and promote the good reputation of the Police Department of the Town of Tuxedo and, simultaneously, to insure that all members of the PBA are treated fairly and with respect.

It is agreed that the Chief of Police of the Town of Tuxedo Police Department may randomly select members of the Police Department for drug testing, in the manner set forth below. No advance notice to those officers selected shall be required to be given by the administration of the Police Department. In order to protect the fairness and integrity of this process and in recognition of the good faith of the parties to this Agreement, the following terms and conditions shall apply to the random drug testing to be performed under this Agreement.

1. The selection of the officers to be tested shall be done by drawing balls with numbers from a bingo machine on a random basis. Each officer shall be assigned a number by the Chief of Police and such number shall be placed on a bingo ball in the bingo machine. A written list of the numbers assigned to each officer shall be placed in a sealed envelope which shall be placed in a locked container referred to in Paragraph "4". The machine, containing one (1) ball for each member of the bargaining unit, shall be in the possession of the Chief of Police. The Chief of Police, on the occasion of each drawing permitted hereunder, shall draw three (3) numbered balls from the machine. This drawing shall take place in the presence of a Judge of the Town of Tuxedo, who will be present to verify the randomness of the selection. The Judge shall be aware of only the number on the ball drawn, as opposed to the name of the particular police officer involved. The Judge shall record the three (3) numbers drawn and the date of the drawing thereof so that the fairness of such drawing procedure may be independently verified by the PBA. Information concerning the numbers drawn shall not be permitted to be released by the Town Judge to the PBA until thirty (30) days have expired from the date of the drawing.

Notwithstanding the foregoing, if an officer is notified of a positive result, he/she or the PBA, shall have the right to verify the randomness of the procedures. In such event, the Judge may immediately release the numbers drawn to the PBA, and the PBA has the right to obtain the list in the locked container. In addition, not more than twice (2 times) each calendar year, the PBA has the right to obtain such list.

2. The officers whose numbers are drawn at a given drawing shall be tested within thirty (30) days of the date of the drawing. In the event the test is not performed within such thirty (30) day period, the Town shall be deemed to have waived its rights to require an employee to submit to a test pursuant to that particular drawing.

3. The Town shall be permitted to conduct no more than one (1) drawing within each calendar month.

4. Any employee subjected to a drug test hereunder shall have the option, at the time of the test, to submit a second (2nd) sample. Said second (2nd) sample shall be held in a sealed manner, initialed and dated by both the Chief of Police, as well as the employee, and must be kept in a locked container maintained for this purpose within Police Headquarters in the Town. Said container shall be locked with two (2) locks and the Chief of Police shall have access to the key to one (1) lock and the PBA President, or his/her designee, shall have access to the second (2nd) lock. This process is intended to ensure that access to such second (2nd) sample may be obtained only with the consent of the PBA. The Chief of Police shall open his/her lock upon request to the PBA.

5. Any such employee subjected to such testing shall have the right to contact an attorney of his/her own choosing and/or a PBA representative. However, such right must be exercised by the employee within two (2) hours after he/she is notified that he/she will be subjected to such testing. During this two (2) hour period, said employee may not leave Police Headquarters and must remain within a limited area within Police Headquarters as determined by the Chief of Police. Notwithstanding the foregoing, the employee is entitled to a private location to talk to his/her attorney or PBA representative in a confidential manner. An employee must be given access to an untapped telephone line.

6. The results of such random drug testing may not be disclosed to anyone by the Town unless such disclosure is made within the strictly legitimate parameters of the duties of the Town or that of the Town's agents. If the Town by any of its officials, agents or employees, releases such results without the authorization of the Town Attorney, the PBA must receive immediate written notice as to the name of the person and the reason for the release. This paragraph shall be strictly construed for the benefit of protecting the police officer from unauthorized disclosure of such results and possible harm emanating therefrom. All members of the Town Board, Police Commission, Town Attorney's Office and any attorney employed by the Town for police related matters, and any other employee who has access to drug testing results, shall be advised of the confidential nature of the testing procedure and results in writing. The PBA shall be entitled to receive originals of each such writing, containing the original signature of the person acknowledging receipt. The written notice shall be in the form annexed as Appendix "C".

Nothing in this paragraph shall be construed to prevent the Town from requiring a member of the PBA to undergo drug testing if the Town has another legal basis to require such testing.

Random testing shall consist of the taking of urine samples, which shall be handled in strict conformity with the procedures used by CompuChem Laboratories, Inc. of 3308 Chapel Hill/Nelson Highway, Research Triangle Park, North Carolina. If either party wants to use a different laboratory, it shall make a written demand of the other party, which shall include the name and address of the new laboratory. If agreement cannot be reached, the dispute shall be submitted to arbitration in accordance with the provisions of this collective bargaining agreement. A Demand for Arbitration may be made not less than four (4) weeks after a written demand for negotiations. It is understood that CompuChem Laboratories tests for the presence of controlled substances, but does not include testing for alcohol. CompuChem Laboratories shall be instructed that all test results shall be sent to the Chief of Police. The parties further agree that random drug testing shall be part and parcel of the collective bargaining agreement.