



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **New Windsor, Town of and Patrolmens Benevolent Association of New Windsor (2003)**

Employer Name: **New Windsor, Town of**

Union: **Patrolmens Benevolent Association of New Windsor**

Local:

Effective Date: **01/01/03**

Expiration Date: **12/31/06**

PERB ID Number: **7421**

Unit Size: **31**

Number of Pages: **15**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TO / POL

7421_12312006

New Windsor, Town Of And Police
Benev Assn Of New Windsor

CONTRACT AGREEMENT

BY AND BETWEEN

**THE
TOWN OF NEW WINDSOR**

**AND
THE PATROLMAN'S BENEVOLENT**

ASSOCIATION OF NEW WINDSOR, NY, INC.

For the Years 2003, 2004, 2005 and 2006

RECEIVED

OCT 22 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

38 employees

Memorandum of Agreement
Between
The Town of New Windsor
and
The Patrolmen's Benevolent Association
of New Windsor, New York, Inc.

1. The following constitutes the terms of a collective bargaining agreement between the Town of New Windsor ("Town") and the Patrolmen's Benevolent Association of New Windsor, New York, Inc. ("PBA") for the period January 1, 2003 through December 31, 2006.

2. The terms of this Memorandum of Agreement are subject to ratification by the PBA negotiation committee and by the Town Board.

3. The terms of the current collective bargaining agreement between the Town and the PBA with a term of January 1, 1999 through December 31, 2002 ("1999-2002 Agreement") shall be continued in full force and effect, except as modified by the provisions set forth in section 5 below "Continuation of Health Insurance Coverage Upon Retirement and for Dependent Survivor(s)" which have an effective date of July 1, 2002. The terms of this Memorandum of Agreement shall be effective January 1, 2003, except for the provisions of section 5 below. The terms of the 1999-2002 Agreement shall be incorporated into a collective bargaining agreement for the term January 1, 2003 through December 31, 2006 ("2003-2006 Agreement"), as modified by the provisions of this Memorandum of Agreement. The parties shall execute a complete written 2003-2006 Agreement on or before January 1, 2003.

4. SALARY: In connection with the parties' agreement to provide for continuation of health insurance coverage upon retirement and for dependent survivor(s) as provided in section "5" below, each annual salary rate stated in the 1999-2002 Agreement, Appendix A Salary Effective 01/01/02 shall remain in effect without change for calendar year 2003. Effective January 1, 2004, each annual salary rate

stated in the 1999-2002 Agreement, Appendix A Salary Effective 01/01/02 shall be increased by two percent (2.0%). Effective January 1, 2005, each 2004 annual salary rate shall be increased by an additional two percent (2.0%). The annual salary rate effective January 1, 2005 shall remain in effect without change for calendar year 2006.

5. CONTINUATION OF HEALTH INSURANCE COVERAGE UPON RETIREMENT AND FOR DEPENDENT SURVIVOR(S):

Effective July 1, 2002, the provisions of Article VIII (A)(5) of the 1999-2002 Agreement shall be deleted and replaced with the following terms to provide for continuation of health insurance coverage upon retirement and for dependent survivor(s).

A. Eligibility for and Election of Continuation of Health Insurance Coverage Upon Retirement.

Except as otherwise expressly provided in this Memorandum of Agreement, a bargaining unit employee is eligible for continuation after retirement of health insurance coverage pursuant to the terms of the same health insurance plan provided by the Town to active unit employees if the employee (i) has twenty (20) years of employment as a police officer with the Town Police Department and (ii) retires from the Town Police Department with a pension from the New York State Police and Fire Retirement System. The continuation of coverage provisions stated herein shall apply only to the health insurance coverage referenced in Article VIII section A and shall not apply to any other benefit the employee may receive.

Notification - An employee who elects to continue health insurance coverage shall notify the Town Comptroller in writing no later than forty-five (45) days prior to the employee's retirement date. The employee may elect to continue health insurance coverage immediately upon retirement. The employee may also elect to defer continuation of the health insurance coverage during retirement upon such terms as permitted by the health insurance plan. If written notice of continuation or deferral of retirement health insurance coverage is not received by the forty-five (45) day period, the terms

of this Agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply at any time after the employee's retirement from the Town.

An employee who elected to defer continuation of health insurance coverage during retirement shall notify the Town Comptroller no later than forty-five (45) days prior to activation of health insurance coverage. The terms of this Agreement regarding notification of amount(s) due from the employee and payment(s) by the retired employee shall apply to activation of coverage.

An employee who is the recipient of a disability retirement pension and eligible to continue or defer health insurance coverage as provided by section D below, shall provide written notification of election to continue or defer health insurance coverage to the Town Comptroller no later than forty-five (45) days after receipt of notice of the award of a disability retirement pension. If written notice of continuation or deferral of retirement health insurance coverage is not received by the forty-five (45) day period, the terms of this Agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply at any time after the employee's retirement from the Town.

B. Premium Cost for Retired Employee Health Insurance Coverage.

During the time the retired employee's health insurance coverage is in effect, the Town shall pay 90% of the premium cost for individual health insurance coverage and the retired employee shall pay 10% of the premium cost of individual health insurance coverage (the 90/10 plan). If the retired employee elects to continue dependent family coverage, the Town shall pay the sum of 90% of the premium cost for individual health insurance coverage plus 75% of the difference in premium cost between individual and dependent family coverage, and the retired employee shall pay the balance of the premium cost (the 75/25 plan). The amount of premium cost paid by the Town and by the retired employee shall be determined by utilization of the New York State Employees Health Insurance Program Employee-Employer Variable Contribution Rate Table for Participating Agencies.

The Town shall pay the full monthly premium for the retired employee's health insurance coverage as billed by the insurance plan administrator. The annual payment due from the retired employee for purposes of health insurance coverage shall be made to the Town in two installments: the first installment shall be due in month of January and the second installment shall be due in the month of July. The Town will provide the retired employee with a statement of the retired employee's installment for payment in the month prior to the month in which the installment payment is due.

The Town will provide to the retired employee within the first month of coverage a statement of the initial payment due from the retired employee prior to the January or July installment payment, and the retired employee shall make the initial payment within thirty days of the notification.

The statement(s) will be mailed to the address last provided by the retired employee to the Town Comptroller. If the retired employee does not make payment of any monies that may be due, the health insurance coverage provided by the Town shall be subject to termination in accordance with law.

C. Utilization of the Employee's Accumulated Sick Leave.

An employee who elects to continue or defer Town provided health insurance coverage after retirement shall not receive the cash payment provided in Article IX section C.4 for days of accumulated unused sick leave, up to and including 165 days of accumulated unused sick leave. The employee's accumulated unused sick leave shall be used to calculate a fixed lifetime monthly credit as provided in this subsection and the fixed lifetime monthly credit shall be utilized to offset the cost of the employee's portion of the premium cost for continued health insurance coverage as provided in section 2 above. The employee shall receive the cash payment for the remaining days of accumulated unused sick leave in excess of 165 days, up to twenty (20) remaining days of the total maximum sick leave accumulation of 185 days eligible for the cash payment provided by Article IX section C.4 and payment of accumulated unused vacation leave and accumulated unused

compensatory time. An employee who does not elect to continue or defer Town provided health insurance coverage upon retirement shall receive the cash payment for accumulated unused sick days up to and including 185 days as provided by Article IX, section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time.

For purposes of accumulating days of unused sick leave, an employee may elect to convert a portion of the employee's annual vacation entitlement to sick leave in each of the employee's 16th, 17th, 18th and 19th years of service. Prior to the calendar year in which a unit employee's 16th, 17th, 18th and/or 19th anniversary date occurs, the unit employee may elect by written notice to the Town to convert up to fifteen (15) days of the annual vacation entitlement to an equivalent amount of sick leave.

At the beginning of the unit employee's last year of service, the employee may elect to convert up to twenty-five (25) days of accumulated unused annual vacation time to an equivalent amount of sick leave to be used for purposes of continuation of health insurance coverage upon retirement. The election to convert twenty-five days of accumulated unused vacation time to sick leave shall be made in writing and shall be limited to one such election during the employee's career with the Town.

The fixed lifetime monthly credit shall be calculated by dividing the dollar value of the contributed sick leave (total hours contributed up to 165 days multiplied by the hourly rate of pay at date of retirement) by the number of months of the employee's life expectancy at the time of retirement, in accordance with the actuarial table utilized by the New York State Police and Fire Retirement System for an employee who retires on a regular service retirement (section A above) or an employee who retires on a disability retirement (section D below), depending on the circumstances of the employee's retirement.

If an employee elects to defer health insurance coverage, the fixed lifetime monthly credit shall be determined by dividing the dollar value of the sick leave

contributed at the date of retirement by the number of months of the employee's life expectancy at the date coverage is activated.

The fixed lifetime monthly credit shall be applied to offset the monthly payment of the retired employee's portion of the health insurance premium. By way of example and not limitation, an employee who at retirement has 165 days of accumulated unused sick leave, which is calculated to equal a dollar value amount of \$37,352, and who has a life expectancy at the time retirement health insurance coverage commences of 30 years (360 months), shall have a fixed lifetime monthly credit of \$103.75 ($\$37,352 / 360$), which amount shall be used to offset the retired employee's obligation to pay a portion of the health insurance premium charge.

D. Continuation of Health Insurance Coverage For Recipient of Disability Retirement Pension.

a. Ordinary Disability Retirement. An employee who retires pursuant to the award by the New York State Police and Fire Retirement System of an ordinary disability retirement pension (non-work related) as provided by Retirement and Social Security Law section 362, is eligible for continuation of Town provided health insurance coverage stated in this Agreement provided the employee has ten (10) years of creditable service as a police officer and member of the New York State Police and Fire Retirement System. Continuation of health insurance coverage for an employee who does not have ten (10) years of creditable service as a police officer shall be as provided by the Rules and Regulations of the health insurance plan administrator and the terms of this Agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply. An employee who retires pursuant to an ordinary disability retirement pension, who is eligible for and who elects to continue or defer Town provided health insurance coverage shall not receive any payment for accumulated unused sick leave totaling one hundred sixty-five (165) days or less, and the sick leave shall be utilized to establish the fixed lifetime monthly credit for the retired employee as provided in section C above. The employee shall receive the

cash payment for any remaining days of accumulated unused sick leave in excess of 165 days, up to twenty (20) remaining days of the total maximum sick leave accumulation of 185 days eligible for the cash payment provided by Article IX section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time. An employee who does not elect to continue or defer Town provided health insurance coverage upon retirement shall receive payment for accumulated unused sick days as provided by Article IX, section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time.

b. Accidental or Performance of Duty Disability Retirement - An employee who retires pursuant to the award by the New York State Police and Fire Retirement System of an accidental disability retirement pension as provided by Retirement and Social Security Law section 363 or a performance of duty disability retirement pension as provided by Retirement and Social Security Law section 363-c (hereafter "duty related disability pension") is eligible for continuation of Town provided health insurance coverage stated in this Agreement regardless of the employee's length of service. An employee who retires pursuant to a duty related pension and who elects to continue or defer Town provided health insurance coverage shall not receive any payment for accumulated unused sick leave totaling one hundred sixty-five (165) days or less, and the sick leave shall be utilized to establish the fixed lifetime monthly credit as provided in section C above. The employee shall receive the cash payment for the remaining days of accumulated unused sick leave in excess of 165 days, up to twenty (20) remaining days of the total maximum sick leave accumulation of 185 days eligible for the cash payment provided by Article IX section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time. An employee who does not elect to continue or defer Town provided health insurance coverage upon retirement shall receive payment for accumulated unused sick days as provided by Article IX, section C.4 and payment of accumulated unused vacation leave and accumulated unused compensatory time.

E. Continuation of Health Insurance Coverage for Dependent Survivor(s).

A dependent survivor of an employee or a retired employee who is covered by the Town provided dependent health insurance plan at the time of death is eligible for continued coverage under the health insurance plan as hereafter provided.

a. Employee Deceases Prior to Retirement. The surviving dependent(s) of an employee who (i) deceases prior to retirement from the Town and (ii) was covered by the dependent family health insurance plan at the time of death, is eligible for continuation of Town provided health insurance coverage.

Continuation of health insurance coverage for an eligible survivor dependent(s) shall be subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator.

The survivor dependent(s) who elects continuation of health insurance coverage shall pay twenty-five percent (25%) of the premium cost of the continued health insurance coverage and the Town shall pay seventy-five percent (75%) of the premium cost of the continued health insurance coverage.

A survivor dependent who elects to continue health insurance shall be paid for the employee's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time (notwithstanding the length of service provisions of Article IX, section C.4), at the employee's rate of pay prevailing at the date of the employee's death; provided, however, that any monies due from the Town to the employee or required to be paid on behalf of the employee, at the election of the survivor dependent, may be utilized to pay the survivor dependent(s)' health insurance premium cost until such monies are exhausted. If the survivor dependent does not elect continuation of health insurance coverage as provided by this Agreement, the survivor dependent shall be paid by the Town the employee's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time (notwithstanding the length of service provisions of Article IX, section C.4), at the employee's rate of pay prevailing at the date of the

employee's death.

The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

b. Employee Deceases in the Performance of Police Duty - The surviving dependent(s) of an employee who (i) dies as the result of the performance of police duty as interpreted and determined by the State Comptroller pursuant to the provisions of Retirement and Social Security Law section 361 and (ii) was covered by the dependent family health insurance plan at the time of the employee's death, is eligible for continuation of health insurance coverage. Continuation of health insurance coverage for an eligible survivor dependent(s) shall be subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator. The Town shall pay the full cost of continuation of health insurance coverage for the eligible surviving dependent(s) of an employee who deceases under the circumstances set forth above. The survivor dependent shall be paid the employee's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time (notwithstanding the length of service provisions of Article IX, section C.4), at the employee's rate of pay prevailing at the date of the employee's death. The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

c. Death of Retired Employee – Upon the death of a retired employee who has elected to continue or defer Town provided health insurance coverage pursuant to the terms of this Agreement, the surviving dependent(s) covered by the dependent family health insurance plan is eligible to continue health

insurance coverage subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator.

The survivor dependent(s) who elects continuation of health insurance coverage shall pay twenty-five percent (25%) of the premium cost of the continued health insurance coverage and the Town shall pay seventy-five percent (75%) of the premium cost of the continued health insurance coverage.

Upon the death of a retired employee, a sick leave fund accounting shall be made to determine the value of any unexpended balance of the sick leave contributed by the employee at the date of his or her retirement. This amount, if any, shall be utilized for payment of the survivor dependent(s)' portion of the premium cost of the continued health insurance coverage, until the balance is exhausted, at which time the dependent survivor remains responsible for twenty-five percent (25%) of the premium cost of the continued health insurance coverage for so long as coverage is in effect. The unexpended balance shall be determined by subtracting from the dollar value of the sick leave contributed by the employee at the date of retirement the product of the retired employee's fixed lifetime monthly credit amount times the number of months the lifetime monthly credit was utilized for purposes of offsetting the retired employee's share of health insurance premium contribution. By way of example and not limitation, the unexpended balance in the situation of a retired employee who had a lifetime monthly credit of \$103.75 and a sick leave contribution of \$37,352 at retirement and who was covered by Town provided health insurance for 20 months during retirement when the retiree deceases, will be calculated as \$37,352 less (\$103.75 times 20), which amounts to \$35,277.

If the survivor dependent(s) elects to not continue health insurance coverage and there is an unexpended balance, the unexpended balance shall be paid to the survivor dependent. The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA

statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

d. Notification and Payment - A survivor dependent(s) who elects to continue health insurance coverage shall notify the Town Comptroller in writing no later than forty-five (45) days after the death of the employee or retired employee. If written notice of continuation of health insurance coverage is not received, the terms of this Agreement regarding election to not continue survivor dependent coverage shall be deemed to apply.

The Town shall pay the full monthly premium for the survivor dependent(s)' continued health insurance coverage as billed by the insurance plan administrator. The annual payment due from the dependent survivor for purposes of health insurance coverage shall be made to the Town in two installments: the first installment shall be due in month of January and the second installment shall be due in the month of July. The Town will provide the dependent survivor with a statement of the dependent survivor's installment for payment in the month prior to the month in which the installment payment is due.

The Town will provide to the dependent survivor within the first month of continued coverage a statement of the initial payment due from the dependent survivor prior to the January or July installment payment, and the dependent survivor shall make the initial payment within thirty days of the notification.

The statement(s) will be mailed to the address last provided by the retired employee and/or dependent survivor to the Town Comptroller. If the dependent survivor does not make payment of any monies that may be due, the health insurance coverage provided by the Town shall be subject to termination in accordance with law.

In the event dependent survivor health insurance coverage terminates for all eligible persons and at the time there is a balance in the sick leave fund contributed by the employee at the time of retirement which has not been utilized for purposes of dependent survivor health insurance coverage as

provided above, the unexpended balance shall be paid to the dependent survivor(s). The unexpended balance shall first be utilized for purposes of payment of continued health insurance coverage as provided above for any eligible dependent survivor who elects to continue health insurance coverage.

F. Retirement During Years 2002, 2003 and 2004.

An employee who actually retires during the period July 1, 2002 and August 31, 2002 and who elects to continue Town provided health insurance coverage shall not be subject to the terms of this section F regarding payment of monies to the Town.

An employee who actually retires during the period September 1, 2002 and December 31, 2003 and who elects to continue or defer Town provided health insurance coverage shall pay to the Town a sum equal to four percent (4%) of the employee's base annual salary for calendar year 2003 (including any rank differential the employee receives pursuant to Article IV section A.3) as a condition of continuation of health insurance coverage.

An employee who actually retires during the period January 1, 2004 and December 31, 2004 and who elects to continue or defer Town provided health insurance coverage shall pay to the Town a sum equal to two percent (2%) of the employee's base annual salary for calendar year 2004 (including any rank differential the employee receives pursuant to Article IV section A.3) as a condition of continuation of health insurance coverage.

G. Declaration of Invalidity.

If any provision, or the enforcement of any provision of this Agreement for continuation of health insurance is or shall at any time be determined by a court of competent jurisdiction to be contrary to law, or is the basis of expulsion of the Town from the health insurance plan as determined by competent authority, then any such provision shall not be applicable or enforced or performed, except to the extent permitted by law or the health insurance plan administrator. The remainder of this Agreement shall continue in full force and effect. Upon the determination that a provision of this

Agreement no longer applies, will be enforced or performed, the parties shall meet and negotiate within thirty (30) days with respect to substitute terms for the provision in issue. The provisions of the Taylor Law concerning the resolution of an impasse in negotiations between the Town and the Union shall apply to the negotiations for substitute terms.

6. SICK LEAVE ACCRUAL.

Article IX section C shall be amended to provide that an employee may accumulate sick days to total of 200 days and that payment or utilization of sick days shall not exceed 185 days.

DATED: New Windsor, New York
July 12, 2002

ACCEPTED AND AGREED TO:

For the Town:

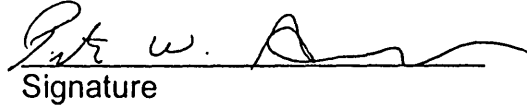


Signature

Date:

July 11 2002

For the Union



Signature

Date:

7/11/02

Town of New Windsor Police

Appendix "A" Salary Scale

Length of Service	Salary Effective 01/01/03 0%	Salary Effective 01/01/04 2%	Salary Effective 01/01/05 2%	Salary Effective 01/01/06 0%
Starting	\$40,014	\$40,814	\$41,630	\$41,630
After 6 months	\$41,998	\$42,838	\$43,695	\$43,695
After 1 year	\$43,483	\$44,353	\$45,240	\$45,240
After 2 years	\$45,965	\$46,884	\$47,822	\$47,822
After 3 years	\$49,926	\$50,925	\$51,943	\$51,943
After 4 years	\$50,920	\$51,938	\$52,978	\$52,978
After 5 years	\$51,913	\$52,951	\$54,010	\$54,010
After 6 years	\$52,899	\$53,957	\$55,036	\$55,036
After 7 years	\$53,894	\$54,972	\$56,071	\$56,071
After 8 years	\$54,886	\$55,984	\$57,103	\$57,103
After 9 years	\$55,878	\$56,996	\$58,135	\$58,135
After 10 years	\$56,867	\$58,004	\$59,164	\$59,164

Detective Sergeant + 18% base salary

Sergeant + 15% base salary

Detective + 10% base salary