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Contract Database Metadata Elements

Title: **Tuxedo, Town of and Town of Tuxedo Police Benevolent Association (PBA) (2005)**

Employer Name: **Tuxedo, Town of**

Union: **Town of Tuxedo Police Benevolent Association (PBA)**

Local:

Effective Date: **01/01/05**

Expiration Date: **12/31/07**

PERB ID Number: **7485**

Unit Size:

Number of Pages: **36**

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**COLLECTIVE
BARGAINING
AGREEMENT**

between the

TOWN OF TUXEDO

and the

**TOWN OF TUXEDO
POLICE BENEVOLENT
ASSOCIATION**

(Police Officers Unit)

January 1, 2005 – December 31, 2007

Received 4/3/06

Collective Bargaining Agreement

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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 Police Officers of the Police Department of the Town of Tuxedo, other than the Chief or Acting Chief of Police.

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. The work schedule for all 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 employees shall rotate their 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.

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 an 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 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>1/1/2005</u>	<u>12/31/2007</u>
4%	5%

Effective December 31, 2007, any 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, of one percent.

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

Additionally, in the event an 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.

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 Hours

All hours consecutively worked by an employee in excess of the employees 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

An 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 Scheduled Event - Definition

A scheduled event is hereby defined as an event requiring the attendance of an employee providing at least thirty-six hours of notice of such event. All appearances in court are scheduled events regardless of prior notice.

Section 2a Scheduled Event – Minimum Time

An employee who attends a scheduled event in excess of his/her basic work week shall be compensated for the entire time required at the event, but for not less than one hour for each additional scheduled event. The Town of Tuxedo Police Department will make every reasonable effort to schedule trials and other Court appearances when the employee is on duty; however, the requirements for speedy trial, the Court's calendar, and other factors may prevent such scheduling.

Section 2b Unscheduled Event – Minimum Time

An employee attending an unscheduled event or court appearance, in excess of his/her basic work week, shall be compensated for the entire time required but for not less than three hours for such unscheduled event.

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 2a and 2b, 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.

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 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.

4 BASE WAGE

Section 1 Calculations

An employee's Base Wage shall be paid in twenty-six equal pay periods. An employee's hourly rate shall be computed by dividing the Base Wage by the total annual scheduled work hours, including longevity. (i.e., \$42,213 ÷ 1944 = \$21.71/hr). The Base Wage shall be as follows:

STEP		1/1/2005	1/1/2006	1/1/2007
*	Academy	\$32,847	\$36,707	\$38,175
1	Starting	\$37,774	\$42,213	\$43,901
2	2 nd Year	\$40,778	\$45,168	\$46,975
3	3 rd Year	\$43,327	\$48,330	\$50,263
4	4 th Year	\$45,987	\$51,713	\$53,781
5	5 th Year	\$49,449	\$55,333	\$57,546
6	6 th Year	\$56,653	\$63,079	\$65,602
**	Sergeant	\$64,018	\$71,910	\$75,443
***	Lieutenant	\$70,420	\$79,101	\$82,987

* 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 over and above the Step 6 Base Wage of a Police Officer as follows:

<u>1/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>
13%	14%	15%

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

All employees shall receive a step or increment as set forth above, on their anniversary date. All employees hired on or before December 31, 1989 shall have an anniversary date of January 1st. All employees hired on or after January 1, 1990 shall have an anniversary date which shall be their date of hire.

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.

Effective January 1, 2006, any employee hired on or after January 1, 1993 shall be entitled to longevity as follows:

Start 7 th thru 9 th	\$500 each year
Start 10 th thru 12 th	\$1000 each year
Start 13 th thru 15 th	\$1750 each year
Start 16 th thru 18 th	\$2650 each year
Start 19 th and above	\$3500 each year

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 7th through 9th year of service, the amount paid would be \$500.00 in each year, etc.). In no event shall such additional longevity increments exceed the sum of \$3,500.00. 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>2006</u>	<u>2007</u>
New Year's Day	January 1	January 1
Martin Luther King Day	January 16	January 15
Lincoln's Birthday	February 12	February 12
Washington's Birthday	February 22	February 22
Memorial Day	May 29	May 28
Independence Day	July 4	July 4
Labor Day	September 4	September 3
Columbus Day	October 16	October 15
General Election Day	November 7	November 6
Veterans' Day	November 11	November 11
Thanksgiving Day	November 23	November 22
Christmas Day	December 25	December 25

Section 2 Holiday Payment

An employee who is 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.

An 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 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</u> <u>Completed</u>	<u>Vacation</u>
1-3 Years	2 weeks
4-7 Years	3 weeks
8-17 Years	4 weeks
18 Years	5 weeks

Section 2 Vacation Policy

The ability of the Department to render efficient police service to the public is dependent upon the availability of personnel. It is therefore imperative that not more than twelve percent of personnel is permitted to take vacation at anyone time.

Annual worksheets will be used to pick vacation. Starting with the most senior member, each member will have 48 hours to pick their respective vacations and return the selection calendar and sheet to their supervisor for verification and approval. Police officers will pick as a group. Supervisors will pick separately as will full-time dispatchers. No more than one police officer and one supervisory officer shall be permitted to pick the same day.

Because the sworn members of the department work a four and two schedule, vacations shall be picked as individual four-day work weeks or four consecutive work days. Each individual four consecutive work days shall be herein after known as a "pick". In order to minimize confusion and for the purpose of this order, the contractual allotments will be strictly adhered to. Members with more than eighteen years receive five weeks vacation and five picks. Members with more than eight years receive four weeks vacation and four picks. Members with more than four years receive three weeks vacation and three picks. Members with more than one year receive two weeks vacation and two picks. Depending on the number of picks each member is permitted to take, each member will have individual vacation days left over. These days shall not be picked at this time and can be used any time during the year bearing in mind the 12% Rule. Each member will select their maximum number of picks, individual picks or any combination of multiple picks totaling their respective allotments. Picks will be made by writing your name on the vacation selection calendar on the dates you select.

Supervisors are responsible for the vacation selection process and will verify that each member's selection conforms to the procedures outlined in this policy. Each member will sign and date the vacation selection sheet upon receipt and return it to their supervisor within 48 hours. Any vacation days not selected may be utilized at a later date based on needs of the department. The verifying supervisor will initial the selection to indicate that it has been approved. This process will be repeated until all members have selected their 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>1/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>
\$600	\$600	\$650

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 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 MEDICAL 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 in the New York Insurance Plan. The Town shall make available an HMO option which shall be offered to the employee and dependents, at a cost no greater than the Plan described above.

For an 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 two-person or family coverage, as the case may be. *In no event will the employee contribution exceed four thousand dollars during the term of this collective bargaining agreement.* The employee's contribution to the premium will be deducted from the employee's regular paycheck.

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. Money set aside in an employee's medical care flexible spending account may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents. 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 in family or employment status, an employee must make the appropriate change in coverage within thirty-one 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 Medical Insurance Buy-Out

Eligibility: A regular full-time 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 comparable 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 buy-out is subject to applicable taxes. Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for 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 made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

ARTICLE 10 RETIREMENT BENEFITS

Section 1 NYS Retirement System

An employee may choose a Retirement Plan as provided by the Town of Tuxedo in accordance with the New York State Retirement and Social Security Laws. The employee may elect the New York State Retirement Plan, Section 384 requiring the completion of twenty-five years of service as an officer or member of the Police Department. The Town shall also provide the New York State Retirement Plan, Section 384-d requiring the completion of twenty years of total creditable service in the police force. 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.

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 Medical Insurance

Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State 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 before April 1, 2006, in the event the retiree predeceases the retiree's eligible spouse and dependents, the spouse and eligible dependents may continue medical insurance and prescription drug coverage and the Town will continue to pay the full cost of the premiums, provided the surviving spouse does not re-marry. For an employee who is hired on or after April 1, 2006, in the event the retiree predeceases the retiree's eligible spouse and dependents, the spouse and eligible dependents may continue medical insurance and prescription drug coverage provided the spouse and/or dependents pay the full cost of the premiums.

Eligibility: To be eligible for coverage, the retiree must meet all of these 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 Employees' 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.

Plan: For a retiree who is not eligible for Medicare, the Town will make available 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 dependent coverage in the Plan described above.

Medicare: Coverage under a medical insurance and prescription drug plan made available 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 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 spouse 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 INSURANCE

Section 1 Dental Plan Premiums

The Town shall contribute towards the premium or cost for each employee and dependent coverage in a dental plan mutually agreed upon, as follows: \$65 per month.

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.

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 to the extent not covered by disability insurance.

Section 2 Allowance

Each 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. An employee may take paid sick leave only after it has been credited.

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 should apply for leave under the 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.

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 with certification from a doctor's office for each injury, illness or disability in excess of three days.

Notwithstanding the above, the Chief may require medical verification of an employee's absence if the Chief perceives the employee is demonstrating a pattern of abuse of sick leave. Further, the Chief may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

Section 6 Retirement Cash-Out

Employees shall be paid upon retirement for unused sick leave as follows:

For sick leave accumulated during or after 1988, it shall be paid at the daily rate (inclusive of longevity and any differential for sergeant's pay) for the year it was earned based upon the collective bargaining agreement daily rates. For sick leave accumulated prior to 1988, sick leave shall be paid at a fixed daily rate of \$75.00 per day upon retirement.

All employees shall use sick days in that year (currently 12), and then deduct sick days at the least costly daily rate forward, but be paid prevailing rate in effect at that time when using sick leave.

Upon retirement of employees hired on or before 1988 (assuming 180 days at retirement), accumulated sick leave will be paid as follows:

- A. Terminal Leave - 50 sick days taken off at a rate in effect in year of retirement.
- B. Payout for 1988 to retirement - cash payment, computed on collective bargaining agreement daily rates as set forth above.
- C. Payout for sick leave prior to 1988 - \$75.00 per day cash payment.

ARTICLE 15 PERSONAL LEAVE

Section 1 Allowance

An employee shall receive three days per year paid personal leave. The employee will be credited with personal leave on January 1st for use during the following twelve months.

An 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.

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 pursuant to their 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, the employee may take a leave of absence without loss of pay or leave credits for 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
- Parent or Legal Guardian
- Child (including step & foster)

Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for 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 28 - 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.

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

ARTICLE 26 SECTION 207-C PROCEDURE

Nothing herein is intended to expand the application of GML 207-c beyond that which is provided by law and as interpreted by the courts in this judicial district.

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. Claims Manager: The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.

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 Claimant's 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 Employer 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 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 light duty and has conflicting medical documentation that he/she is unable to undertake 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 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 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 that the recipient can report to and perform light duty and that individual fails or refuses to perform 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)**
- B) MUTUALLY AGREED UPON NAMES TO BE INSERTED HERE.**
- C)**

In the event the parties are unable to agree on mutually acceptable 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 Claimant 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 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.

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, 2005 and shall remain in effect until December 31, 2007.

ARTICLE 29 CONDITIONS COVERING ENTIRE AGREEMENT

Section 1 Merger of Prior Understandings

This Agreement between the Town and the PBA terminates all prior agreements and understandings and concludes all negotiations during its term. The parties acknowledge that they have negotiated with respect to the terms of this Agreement and to the conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

Section 2 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 3 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

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on March 23, 2006.

TOWN OF TUXEDO

**TOWN OF TUXEDO
POLICE BENEVOLENT ASSOCIATION**

**Peter Dolan
Town Supervisor**

**Michael Sanford
President**

**Michael A. Richardson
Labor Relations Consultant**

**Patrick Welsh
Negotiator**

APPENDIX A

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.