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**Contract Database Metadata Elements**

Title: **Cornwall, Town of and Full-Time Police Officers, Town of Cornwall Policemens Benevolent Association (2001)**

Employer Name: **Cornwall, Town of**

Union: **Full-Time Police Officers, Town of Cornwall Policemens Benevolent Association**

Local:

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

Expiration Date: **12/31/04**

PERB ID Number: **7326**

Unit Size: **12**

Number of Pages: **26**

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This Agreement is entered into by and between the TOWN OF CORNWALL, a municipal corporation of the State of New York in the County of Orange, with its principal office at 183 Main Street, Cornwall, New York (hereinafter referred to as "Employer") and the TOWN OF CORNWALL POLICEMEN'S BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as "Union").

## ARTICLE 1

### RECOGNITION AND DUES DEDUCTIONS

#### 1. RECOGNITION

##### A. Recognition

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations in determining the terms and conditions of employment and in the settlement of grievances.

##### B. Bargaining Unit

The bargaining unit is composed of all full-time police officers, except the Chief of Police.

#### 2. DUES DEDUCTIONS

The Employer agrees to deduct from the salaries of employees, all membership dues for the Union and remit such monies deducted to such Union promptly thereafter.

## ARTICLE 2

### WORKDAY/WORKWEEK/WORK SCHEDULE

#### 1. WORKDAY

The scheduled workday for all employees shall not exceed eight (8) hours.

#### 2. WORKWEEK

The scheduled workweek for all employees shall not exceed forty (40) hours.

3. WORK SCHEDULE

A. The work schedule for all employees shall be four (4) consecutive days on with two (2) consecutive days off and shall rotate tours of duty in the following order:

- "A" line - 12:00 midnight to 8:00 a.m.
- "C" line - 4:00 p.m. to 12:00 midnight
- "B" line - 8:00 a.m. to 4:00 p.m.

B. All employees shall rotate their days off backwards each week (i.e., Thursday and Friday off this week, Wednesday and Thursday off the following week, etc.).

C. The work schedule represents an eighteen (18) day cycle and approximately two hundred forty three (243) days per year.

D. All Sergeants shall rotate as set forth above. However, no more than one (1) Sergeant 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 (1) Sergeant on a tour of duty.

E. This work schedule shall not be altered except for an emergency, and for those limited situations as set forth herein:

1. Special local event
2. Illness or disability in which an employee shall be out of work for two (2) weeks or more
3. When full time staffing level exceeds more than one (1) vacant position
4. When an employee agrees to have his/her regularly scheduled tour of duty modified.
5. In the event of vacations for two (2) weeks or more, an employee's work schedule may be altered by the Chief of Police, upon seven (7) calendar days written notice to the affected employee. In the event there is less than seven (7) calendar days notice, the employee shall be paid overtime for all hours worked in which notice was not provided. In the event an employee's work schedule is modified as set forth herein, that employee shall be returned to his/her rotation as if he/she was never changed, immediately following the completion of the change, and shall have a minimum of sixteen (16) consecutive hours off before returning to his/her regular work schedule. An employee who had previously approved time off, and whose work schedule is changed as set forth herein, shall nevertheless be granted that time off.

- F. Any changes to an employee's work schedule shall have a minimum of forty-eight (48) hours notice. In the event that there is less than forty-eight (48) hours notice, the employee shall be paid overtime for all hours worked in which notice was not provided. In the event an employee's work schedule is modified as set forth herein, that employee shall be returned to his/her rotation as if he/she was never changed, immediately following the completion of the change, and shall have a minimum of sixteen (16) consecutive hours off before returning to his/her regular work schedule. An employee who had previously approved time off, and whose work schedule is changed as set forth herein, shall nevertheless be granted that time off.
- G. In no case will an employee's work schedule be modified for a period of more than thirty (30) days before being returned to their original schedule.
- H. The Employer will make its best effort to have two (2) certified police officers every tour of duty, which shall not include a police officer working an overlap tour of duty (i.e., Detective or special assignment personnel).

4. **DETECTIVE**

- A. The Detectives' regular work schedule shall be Tuesday through Saturday from 12:00 noon to 8:00 p.m. However, the Chief of Police may modify the Detectives' hours of work as set forth herein, upon a minimum of twenty-four (24) hours notice, unless circumstances or conditions prohibit said notice from being provided. The change in the Detectives' work schedule shall only be for work related to that position.
- B. The Detective shall receive twelve (12) additional days off per year with pay (chart days). These days will be used one (1) day per month and such days cannot be accumulated from one month to another. However, at the Chief of Police's discretion, the chart day(s) may be accumulated and used during another month(s).

**ARTICLE 3**

**COMPENSATION**

**1. BASE WAGE**

A. The Base Wage Schedule is as follows:

<u>Step</u>		<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
	Academy Rate	\$27,648*	\$28,892*	\$30,193*	\$31,401*
1	Start	\$32,527	\$33,991	\$35,521	\$36,942
2	After 1 Year	\$35,129	\$36,710	\$38,362	\$39,896
3	After 2 Years	\$36,709	\$38,361	\$40,087	\$41,690
4	After 3 Years	\$41,636	\$43,510	\$45,468	\$47,287
5	After 4 Years	\$42,573	\$44,489	\$46,491	\$48,351
	Detective/Investigator and/or Youth Officer	+\$2,000**	+\$2,000**	+\$2,000**	+\$2,000**
	Sergeant	\$47,682***	\$50,050***	\$52,302***	\$54,637***

\* The Academy Rate is 85% of Step 1 for the period of time attending the Municipal Police Training Council (MPTC) basic police academy. Upon graduation, that employee shall move to Step 1.

\*\* The Detective, Investigator and/or Youth Officer's differential is the amount to be paid above the employee's Base Wage. Longevity will be added to the Base Wage, then the differential will be added.

\*\*\* The Sergeant(s) shall be paid a differential above Step 5 as follows:

1/1/01	12.0%
1/1/02	12.5%
1/1/03	12.5%
1/1/04	13.0%

Definition of service, as used heretofore, shall be years of full time service with the Town of Cornwall.

Subsections B through K apply to employees hired prior to January 1, 1998:

B. Upon completion of two (2) years of service with the Town of Cornwall Police Department, an employee shall be paid a longevity step of one percent (1%) of the employee's Base Wage.





- c. Upon completion of fifteen (15) years with the Town of Cornwall Police Department, an employee shall be paid a nine percent (9%) of the employee's salary Base Wage.
- M. The payroll shall be on a bi-weekly basis and there shall be no lag time (i.e., the Employer shall advise the Union of its intention). The bi-weekly pay, beginning with the first one, would include pay for the entire bi-weekly pay period.

## 2. PREMIUM PAY

- A. Overtime Pay - All time worked before or after the regular day shall be compensated at the rate of one and one half times (1.5X) the regular rate of pay.
- B. Call-Back Pay - Employees called back to work on a regular day shall be guaranteed three (3) hours of pay at the overtime rate of time and one-half (1.5X). A reasonable amount of time to report to work shall be allowed.
- C. Call-In Pay - Employees called into work on a non-regular workday shall be guaranteed three (3) hours of pay at the overtime rate of time and one-half (1.5X). A reasonable amount of time to report to work shall be allowed.
- D. On-Call Pay - Employees who are placed on-call during their off hours shall be guaranteed pay at a rate of half pay (.5X) per hour.
- E. Time Calculation - For purposes of this section, all time off with pay shall be considered as days worked. However, there shall be no pyramiding of overtime and/or premium pay.
- F. Rotation of Overtime - Overtime shall be administered on a rotating basis as equitably as possible for all eligible employees.
- G. Payment of Overtime - All overtime worked shall be paid in the payroll of the week in which it is worked and the payroll stub shall indicate the number of overtime hours being paid in such payroll.
- H. Court Time - Employees who appear for court when they're not working shall be paid at the rate of time and one-half (1.5X). Officers shall appear as required and shall be entitled to leave when their case load/case has been completed, and not required to work in order to receive the guaranteed three (3) hours of pay at the overtime rate.
- I. Uniform Cleaning, Maintenance and Replacement - Except for new police officer hires (see number 10 below), there will be a total payment per year, per police officer for the replacement, cleaning and maintenance of uniforms as set forth below. Uniform cleaning will be the responsibility of the individual employee.

\*Cleaning Allowance is taxable per R. Pettine  
 Agent of Assessment

Any part of the uniform that is damaged in the direct line of duty will be replaced by the Employer with no charge to the officer's clothing allowance.

	<u>Total</u>	<u>Cleaning</u>	<u>*Cleaning Allowance Payment</u>		<u>Voucher Uniform</u>
1/1/01	\$725.00	\$350.00	June \$175.00	December \$175.00	375 <sup>00</sup> ✓
1/1/02	\$750.00	\$375.00	*June \$175.00	December \$200.00	
1/1/03	\$800.00	\$400.00	June \$200.00	December \$200.00	
1/1/04	\$850.00	\$425.00	June \$200.00	December \$225.00	

The remaining portion of the total payment, after the cleaning allowance is deducted, will be for uniform replacement and maintenance. The employee shall be permitted to purchase uniforms and equipment at Alfi's Uniforms, in New Windsor, by voucher. A list of uniforms and equipment that may be purchased is as follows:

<u>Uniforms</u>	<u>Equipment</u>
1 hat	1 pair of boots
1 winter jacket	1 sam brown belt
1 spring jacket	1 duty belt
3 pairs of pants	1 handcuff case
3 long sleeve shirts	1 flashlight, replacement battery and replacement bulb
3 short sleeve shirts	
1 knit tie	

J. New police officers are to be furnished with the following basic issue of clothing:

1 Pistol	2 Hats	2 Ties
1 Pair of Cuffs	1 Pair of Shoes	1 Holster
2 Shields	3 Short Sleeve Shirts	1 Magazine Case
1 Can of Mace	1 Pair Rain Boots	2 Hat Insignias
2 Pairs Summer Pants	1 Box of Ammo	3 Long Sleeve Shirts
1 Garrison Belt	1 Spring Jacket	2 Pairs Winter Pants
1 Whistle	1 Raincoat	1 Winter Jacket

K. The Employer shall pay a shift differential premium to any employee that is regularly scheduled to work all three (3) tours of duty, as set forth in Article 2, 3 A. Any employee who works a fixed tour of duty (i.e., detective) shall not receive shift differential premium for those hours which may overlap the tours of duty set forth below. In order to receive the shift differential premium, the employee must work the tour of duty. The shift differential premium shall not be paid to an employee who is on any paid leave, including General Municipal Law Section 207-c. The shift differential premium shall be paid as follows:

"A" line - 12:00 midnight to 8:00 a.m.	\$ .50 per hour
"C" line - 4:00 p.m. to 12:00 midnight	\$ .25 per hour

3. **IN-SERVICE SCHOOLING**

- A. Upon receipt of an Associate Degree in Police Science, a police officer shall be paid a one-time payment of the sum of \$200.00.
- B. Upon receipt of a Bachelor's Degree in Police Science, a police officer shall be paid a one-time payment of the sum of \$350.00.

Proof of the degree must be provided to the Employer.

- C. For the purpose of this section, the term "In-Service Schooling" shall mean any course of study available to police officers, which course of study is given or sponsored by either:
  - a. New York State Police
  - b. The Municipal Police Training Council
  - c. Federal Bureau of Investigation
  - d. International Chiefs of Police Association
  - e. United States Justice Department
  - f. Orange County District Attorney's Office

C. All notices of the availability of in-service schooling received by the Chief of Police shall be posted immediately on the main bulletin board at the Town of Cornwall Police Department.

D. The Employer will pay for books in all courses authorized by the Employer.

4. **TRAINING RECOVERY COSTS**

In the event the Employer provides an employee, at its cost, the required Municipal Police Training Council (MPTC), basic police academy training, and the employee leaves employment on a voluntary basis prior to three (3) years of service, that employee shall be responsible to reimburse the Employer for all related costs on the following schedule:

Departure within 1 year of the date of hire	100%
Departure within 2 years of the date of hire	50%
Departure within 3 years of the date of hire	25%

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, uniforms and the like.

5. **SEPARATION AND RETIREMENT BENEFITS**

Upon death, separation or retirement, an employee, his/her beneficiary or estate shall be paid all unpaid overtime, holiday pay, and prorated vacation. Vacation shall be prorated on the basis of one-twelfth (1/12<sup>th</sup>) of the entitlement for each month of service during the current calendar year.

**ARTICLE 4**

**LEAVES WITH PAY**

1. **SICK LEAVE**

Sick leave shall be earned on the basis of thirteen (13) days per year and may be accumulated up to one hundred thirty (130) days. New employees will not be eligible to receive paid sick leave during their first three (3) months of employment.

An employee who has twenty (20) years of service with the Employer and retires shall be entitled to be paid for all unused accumulated sick leave at the rate of one (1) day for every two (2) days of sick leave accumulated at the rate of pay in effect at that time. (Example: 130 days accumulated = 65 days paid.). An employee shall notify the Employer at least one (1) year prior to the date of their intended retirement date to exercise this option. The employee shall be paid, as set forth herein, in their last payroll period of employment. The parties agree that the employee is not required to retire, and in the event the employee does not retire, the Employer shall not be obligated to pay that employee until such time as that employee exercises the provision herein.

2. **PERSONAL LEAVE**

Personal leave up to three (3) days per year shall be granted to each employee. New employees will not be eligible to receive paid personal leave during their first three (3) months of employment.

3. **BEREAVEMENT LEAVE**

In the event of death of an employee's immediate family, as defined herein, the employee shall be granted up to four (4) days per occurrence, leave with pay without charge to any other paid leave for the work days lost as a result of such death. The leave shall start on the day of the death and shall continue consecutively from that point forward. The immediate family shall be defined as husband, wife, son, daughter, father, mother, father-in-law, mother-in-law.

In the event of death of an employee's brother, sister, brother-in-law, sister-in-law or grandparents, the bereavement leave shall be one (1) day and shall be taken on the day following said death.

4. **MILITARY LEAVE**

One (1) month leave of absence for military leave shall be given according to law.

5. **JURY DUTY LEAVE**

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 without charge to any other leave accrual. The employee shall provide a copy of the notice to the Chief of Police or his 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 will be required to use the "Call-In" method, if available. In the event, and if the employee is not required to report for Jury Duty, he/she shall report to their regularly scheduled tour of duty.

All fees paid to the employee shall be endorsed over to the Employer. 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 5

### **HOLIDAY AND VACATION WITH PAY**

1. **HOLIDAY PAY**

All employees shall be entitled to holidays off with pay as enumerated below:

- |                         |                            |
|-------------------------|----------------------------|
| 1 New Year's Day        | 8. Columbus Day            |
| 2 Lincoln's Birthday    | 9. Veterans' Day           |
| 3 Washington's Birthday | 10. Thanksgiving Day       |
| 4 Good Friday           | 11. Day After Thanksgiving |
| 5 Memorial Day          | 12. Christmas Eve          |
| 6 Independence Day      | 13. Christmas Day          |
| 7 Labor Day             | 14. New Year's Eve         |

(Holidays shall be paid two (2) times per year - June 1<sup>st</sup> and December 1<sup>st</sup>.)

2. **VACATION WITH PAY**

All employees shall be entitled to vacation with pay in accordance with the following schedule:

- A. On completion of one (1) year of service with the Town of Cornwall Police Department - 10 work days.
- B. On completion of two (2) years of service with the Town of Cornwall Police Department - 15 work days.
- C. On completion of ten (10) years of service with the Town of Cornwall Police Department - 20 work days.

3. **VACATION SCHEDULE**

Application for vacation shall be made in writing and such applications shall be granted or denied in writing. In the event that an employee is denied the opportunity to use vacation time, vacation time may be carried over to the following year. In the event that an employee has not used all of his/her vacation because of the Employer's denial, the employee shall be compensated for accumulated and unused vacation time upon termination of employment.

In order to assist employees for vacation scheduling, the Department will post an annual schedule projecting the shift rotation.

All new employees shall work one (1) year before qualifying for ten (10) work days of vacation. On transfers, employees hired prior to July 1<sup>st</sup> will receive ten (10) work days of vacation during the calendar year after six (6) months employment. Employees hired after July 1<sup>st</sup> will not be eligible for vacation until January 1<sup>st</sup>. With the exception of new hires, all employees will be eligible for vacation starting January 1<sup>st</sup> based on their years of service.

Employees hospitalized while on vacation shall have such time charged to sick leave.

**ARTICLE 6**

**HOSPITALIZATION AND RETIREMENT**

1. **HOSPITALIZATION**

The Employer shall pay one hundred percent (100%) of the premium cost of health insurance for the individual employee and dependent coverage.

The Employer has the right to review other comparable health insurance plans to provide savings for itself and to re-open that section of the Agreement for approval of the plan by the Union.

2. **HEALTH INSURANCE BUY OUT**

- A. During the first fifteen (15) calendar days in the month of September, to be effective the following January, an employee may opt to decline and waive health insurance provided by the Employer only when the employee has other health insurance and in accordance with the terms as set forth in Appendix "A" annexed hereto and made a part of this Agreement. An employee who declines and waives health insurance coverage, as provided in Appendix "A", annexed hereto and made a part of this Agreement, shall receive four hundred dollars (\$400.00) for family coverage and two hundred fifty dollar (\$250.00) for individual coverage payable as set forth therein.
- B. The affected employee(s), in the event they wish to resume health insurance coverage by the Employer, as set forth herein, shall comply with the requirements as set forth in Appendix "A", annexed hereto and made a part of this Agreement.

3. **INJURY ON THE JOB**

- A. Workers' Compensation - The Employer will continue to provide coverage under the New York State Workers' Compensation Law.
- B. No Loss of Pay - Employees who suffer an injury on the job shall not suffer any loss of pay.

4. **RETIREMENT**

The Employer's shall provide the twenty (20) year pension plan designated as 384-d, of the New York State and local Police and Firemen's Retirement System.

5. **HEALTH INSURANCE UPON RETIREMENT**

- A. Upon retirement from the Town of Cornwall Police Department with twenty (20) or more years of service, the Employer shall pay one hundred percent (100%) of the premium cost of health insurance for the individual employee and dependent coverage. Upon attaining the age of sixty-five (65), the Employer shall contribute fifty percent (50%) towards the individual premium cost and thirty-five percent (35%) of the difference for dependant coverage of premium cost from the individual premium cost.

- B. Notwithstanding the above, the Employer shall pay one hundred percent (100%) of the premium cost of health insurance for a police officer who receives a disability retirement from a line of duty incurred injury or illness, provided that the injury or illness was sustained while the police officer was working for the Employer and said injury or illness did not occur prior to employment with the Employer. Upon attaining the age of sixty-five (65), the Employer shall contribute fifty percent (50%) towards the individual premium cost and thirty-five percent (35%) of the difference for dependant coverage of premium cost from the individual premium cost.

## ARTICLE 7

### EMPLOYEE STATUS

#### 1. SENIORITY

Seniority shall be determined from the date of first hire by the Employer and so long as the employee continues the employment. The Employer will maintain a current seniority list by department and the Union representative shall receive a copy of said list. The list shall be used and be the basis for determining individual employee preference in vacation and leave rules.

#### 2. PERMANENT STATUS

- A. A new employee shall be deemed a full-time permanent employee upon completion of compliance with the Rules and Regulations of the County Civil Service Program.
- B. In the event an employee covered by this Agreement is elevated to a position of management and decides to return to his/her original position in the non-management area within one (1) year, the employee shall be placed in his/her prior position without any loss in status or seniority.

#### 3. LAYOFF RECALL

- A. In the event layoffs become necessary, the same shall be accomplished in the inverse order of seniority. All employees laid off due to the foregoing will be offered the first opportunity to return to work if the Employer requires additional help (i.e., the last laid off shall be the first employee recalled by the Employer). This shall be accomplished by notifying the recalled employee by Certified Mail, Return Receipt Requested at least five (5) days prior to the reporting date.
- B. When such layoffs become necessary, employees affected by such action shall be placed on "leave without pay" status for the duration of such layoffs.



4. **PROMOTIONS AND TRANSFERS**

- A. The Union representative shall be notified immediately of any vacancy or new position to be filled. Present employees of the Employer shall be given first preference in filling such vacancy or new position. Appointment thereto shall be based upon the following factors:
- a. meeting the minimum requirements,
  - b. seniority,
  - c. adequate probationary period.
- B. In the event such vacancies or new positions are of a competitive nature requiring qualifying examinations, where applicable, the Employer shall require a promotional examination from the Orange County Personnel Officer. Nothing herein contained shall act to bar appointment of a senior employee provisionally pending examination, which the Employer agrees to implement in accordance with number 1 above.

5. **LEGAL REPRESENTATIVE OF POLICE**

- A. Any action in the Town of Cornwall Justice Court wherein a charge has been brought by a member of the Town of Cornwall Police Department as complainant under Penal Law of the State of New York, the Vehicle and Traffic Law of the State of New York or any other state, county or local ordinance for which a criminal penalty is imposed and the Office of the Orange County District Attorney has declined in writing to prosecute said case on the grounds that said case is not a Class "B" misdemeanor or higher offense, the Employer shall provide legal counsel for the prosecution of said case through the office of the attorney for the Employer, only when such charge is contested.
- B. For the purpose of this section, a "contested charge" shall be defined as any proceeding in the Town of Cornwall Justice Court in which the defendant has retained legal counsel to defend himself and has demanded a trial. However, the ~~Town~~ Employer shall not be required to provide trial counsel for the complainant except when the contested charge constitutes a Class "B" misdemeanor or the contested charge is one which can reasonably be anticipated to carry a jail sentence and/or loss of driving privileges upon conviction after trial.

## **ARTICLE 8**

### **UNION RIGHTS**

#### **1. RIGHTS OF REPRESENTATION**

A. The Union shall have the sole and exclusive right to pursue all matters through the grievance procedure or, where appropriate, through any agency or court of competent jurisdiction.

B. A Union representative shall have visitation rights on the job.

#### **2. BULLETIN BOARDS**

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer for a reasonable time; said notices shall deal with legitimate Union business and examination announcements issued by Orange County and/or New York State.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

1. Any and all disputes arising out of or concerning the interpretation or application of the terms of this contract shall be adjusted in the following manner.

2. Any dispute or complaint shall be taken up orally with the immediate supervisor of the employee before any grievance is reduced to writing. The supervisor shall respond in two (2) days.

**Step 1:** In the event that the grievance is not amicably adjusted in the oral presentation, the employee shall have the right to file a written grievance. No grievance will be entertained if it is not filed within thirty (30) days after the day upon which the act or condition upon which the grievance is based occurred except in those cases the grievance may only be brought within thirty (30) days after the day upon which the employee reasonably should have become aware of the grievance. The grievance shall be filed in writing and shall state the section of the contract which is alleged to have been violated and the relief sought by the employee. This should be filed with the immediate supervisor who shall have five (5) days following receipt of the grievance to hold a hearing with the employee and dispose of the grievance.

**Step 2:** In the event that the grievance is not amicably adjusted at Step 1, it may be appealed to the Town Supervisor within five (5) days of the day on which it was disposed of in Step 1. The Supervisor shall hold a hearing and dispose of the grievance within ten (10) days after he/she has received it. Grievances submitted to the Supervisor shall contain the original grievance filed by the employee, a copy of the answer Step 1 and the employee's reason for appealing the decision.

**Step 3:** In the event that the grievance is not amicably adjusted at Step 2, it may be appealed to the Town Board within ten (10) days after the day upon which the Supervisor has rendered his/her decision. The Town Board shall have twenty (20) working days within which to hold a hearing and dispose of the grievance. In the event that the employee is not satisfied with the grievance disposition, he/she may file for arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such application must be made within ten (10) days after the date of the decision made by the Town Board in Step 3. The decision of the arbitrator shall be accepted as final and binding. The cost of the arbitration shall be shared equally between the parties.

## **ARTICLE 10**

### **LABOR/MANAGEMENT COMMITTEE**

Authorized spokespersons for the Employer and the Union 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 Union 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 9 – Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be filed, as contained in the Grievance Procedure, in order to resolve the subject matter as stated in the written request. Any agreement or understanding between the parties shall be reduced to writing and signed by an authorized representative of each party.

## ARTICLE 11

### SPECIAL CONDITIONS

1. No prisoner shall be transported in a police vehicle from the scene of arrest unless the vehicle in which the prisoner is transported is equipped with a metal dividing screen separating the front seat from the back seat of said vehicle.
2. Transporting prisoners to and from institutions shall require two police officers in attendance. Special police or auxiliary police may be used to accompany the regular police.
3. If a police officer has been assigned to operate or ride in a police vehicle, which said officer believes to be in an unsafe condition, said police officer shall have a reasonable time to contact the Chief of Police for his examination of said vehicle. If the Chief of Police states that in his opinion said vehicle is in an unsafe condition, no police officer shall be required to operate or ride in said vehicle until such unsafe condition is corrected. If the police officer disputes the finding of the Chief of Police that the vehicle is safe, he/she shall be required to operate the vehicle, but may grieve the decision.
4. No police officer shall be required to operate a police vehicle that has not passed a yearly New York State Inspection. If an officer feels a car is unsafe, an inspection at an outside facility may be requested.
5. Each police officer shall be provided with ammunition reasonably necessary for practice, qualification, and in-service training in accordance with standard operating procedures of the Police Department.

## ARTICLE 12

### CONFORMITY WITH LAW AND PRACTICE

#### 1. MANAGEMENT RIGHTS

Except as specifically abridged, delegated, granted or modified by this Agreement and by the Laws of the State of New York, all of the authority vested in the Employer is retained by it and the Employer shall have the right to manage the operations of the Town of Cornwall, and in the exercise of its judgment, may change the nature and extent of all its operations which it deems appropriate and essential to the continuance of such operations.

2. **UNION RIGHTS**

The Union shall have the sole and exclusive right to represent all employees under the terms of the Public Employees Fair Employment Act and to designate its own representative to appear before any appropriate officials and to retain all rights to manage and govern its own affairs without Employer interference.

3. **NO STRIKE**

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any strike against the Employer, to encourage or condone any such strike, or to impose upon its members an obligation to assist, conduct, condone or participate in such strike.

4. **NO DIMINISHMENT**

Except as otherwise specifically provided for herein, nothing herein contained shall be deemed to impair or diminish any existing conditions of employment more beneficial to the employees than those provided for herein.

5. **IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

6. **SEVERABILITY**

- A. In the event that any Article, section or portion of this Agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specific Article, section or portion specified in such decision shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect.
- B. In the event of the issuance of such decision, either party shall have the right to immediately re-open negotiations with respect to a substitution for such Article, section or portion of this Agreement involved.
- C. The provisions of said article, section, or portion of this Agreement shall be retroactive to the date upon approval by the appropriate body.

**ARTICLE 13**

**DURATION**

This Agreement shall be effective as of January 1, 2001 and shall continue in effect through December 31, 2004. The Union and the Employer agree that all negotiable items have been discussed during negotiations leading to the Agreement, and both agree that negotiations will not be re-opened on any item, whether contained in this Agreement or not, during the life of this Agreement. Any Employer policies unaltered or unchanged by the language of this Agreement shall remain in force and it shall be the prerogative of the Employer to initiate and announce new policies not affecting or changing matters contained in this Agreement. In the event either party wishes to amend this Agreement, negotiations must commence no later than August 15, 2004 unless another time is mutually agreed to.

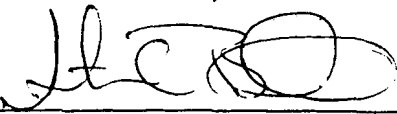
All provisions, agreements, etc. of the current contract shall remain in effect during the agreed time period of this four (4) year contract, January 1, 2001 through December 31, 2004.

IN WITNESS WHEREOF, the Employer and the Union, by their duly authorized representatives have executed this contract on November 15, 2001 at Cornwall, New York.


**FOR THE TOWN OF CORNWALL**

By:   
Town Supervisor

**FOR THE TOWN OF CORNWALL  
POLICEMEN'S BENEVOLENT  
ASSOCIATION, INC.**

By:   
Union President

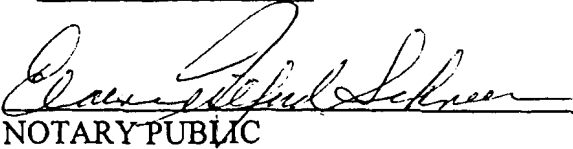
Sworn to before me this 15<sup>th</sup> day  
of November, 2001

  
NOTARY PUBLIC

ELAINE TILFORD SCHNEER  
Notary Public, State of New York  
Qualified in Orange County  
Commission Expires February 28, 2003

Cornwall FT 2001 Agr

Sworn to before me this 15<sup>th</sup> day  
of November, 2001

  
NOTARY PUBLIC

ELAINE TILFORD SCHNEER  
Notary Public, State of New York  
Qualified in Orange County  
Commission Expires February 28, 2003

## APPENDIX "A"

### HEALTH INSURANCE BUY-OUT OPTION

The parties agree to provide for an optional buy-out of health insurance coverage by an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Employer on the Request to Decline and Waive Health Insurance Coverage form, attached hereto and made a part of Appendix "A", that he/she is selecting to decline and waive the health insurance coverage provided by the Employer, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above shall be compensated in the amount of four hundred dollars (\$400.00) for family coverage and two hundred fifty dollars (\$250.00) for individual coverage. The payments shall be made in two (2) equal installments with the first installment to be paid on or before July 1<sup>st</sup> of each year and the second installment on or before December 31<sup>st</sup> of each year to the employee who declines and waives health insurance coverage by the Employer. In the event the employee requests to resume health insurance coverage for less than an entire year, they shall receive a pro-rata payment based upon the period of time in which they did not participate in the health insurance coverage provided by the Employer.

It is further agreed and understood by and between the parties that any employee who elects to receive the buy-out payment shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Employer, he/she is requested to provide written notice to the Employer on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of Appendix "A", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Employer. The Employer agrees to notify the health insurance carrier, upon notice by the employee of that employee's decision to re-establish health insurance coverage through the Employer.

The waivers herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Employer shall be responsible for providing the form(s) to the employee that are attached hereto, and made a part of Appendix "A" and this Agreement.

**APPENDIX "A"**

**TOWN OF CORNWALL**

**REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:  
(Name of organization or employer)

Subscriber Number:

2. Attached to this form is a copy of the identification card for this health insurance plan.

In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance Coverage, and to re-establish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier. I hereby acknowledge that this form is to be completed annually by me, during the open enrollment period, for the ensuing year.

3. I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Employer and the Union.



APPENDIX "A"

TOWN OF CORNWALL

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, \_\_\_\_\_, hereby request to re-establish Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form, which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the Employer's health insurance carrier.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage shall be reimbursed on a pro-rata basis in the event the period of time is less than one (1) year.

Date: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Employer Agent \_\_\_\_\_ Print Name \_\_\_\_\_

cc: Union President

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to re-establish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Employer's health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with waiver of health insurance coverage, that pro-rata portion shall be reimbursed to the Employer if less than one (1) year.

Date: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_

Employer Agent \_\_\_\_\_ Print Name \_\_\_\_\_

cc: Union President

