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#### **Contract Database Metadata Elements**

Title: **New Windsor, Town of and New Windsor Police Superior Officers Bargaining Unit (2013)**

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

Union: **New Windsor Police Superior Officers Bargaining Unit**

Local:

Effective Date: **12/12/2013**

Expiration Date: **12/31/2018**

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PLT  
~~PLT~~ / 10448

**AGREEMENT**

**BETWEEN**

**TOWN OF NEW WINDSOR**

**AND**

**NEW WINDSOR SUPERIOR OFFICERS BARGAINING UNIT**

December 12, 2013 THROUGH DECEMBER 31, 2018

Agreement made on December 12, 2013 between the TOWN of New Windsor, Orange County, New York hereinafter referred to as the "Town", party of the first part and the New Windsor Police Superior Officers' Bargaining Unit, hereinafter referred to as the "S.O.B.U.", party of the second part.

### DEFINITIONS

For the purpose of this agreement, the following terms shall be deemed to have the meaning set forth as follows:

1. **Town** – Shall mean the Town of New Windsor, The Town Board of said town, or any designated representative thereof.
2. **S.O.B.U.** – Shall mean the New Windsor Superior Officers' Bargaining Unit.
3. **Superior Officer** – Shall mean any full time member of the Police Force of the Town of New Windsor above the civil service rank of Police Sergeant, to include, but not limited to, the rank of Police Lieutenant, Deputy Police Chief, and Police Chief.
4. **P.B.A.** – Shall mean the Patrolmen's Benevolent Association of New Windsor, New York, Inc.

### STATEMENT OF POLICY

1. Harmonious and Cooperative Relationship – It is the policy of the Town to continue harmonious and cooperative relationships with its Superior Officers and to ensure the orderly and uninterrupted operation of Government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting employees the right of organizational representation concerning the determination of terms and conditions of employment.
2. Recognition of S.O.B.U. – The Town, pursuant to Civil Service Law, and in accordance with the General Municipal Law provisions of the State of New York, hereby recognizes the New Windsor Superior Officers' Bargaining Unit as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours, and other conditions of employment for all superior officers of the Town of New Windsor excluding all ranks below Lieutenant.
3. Unchallenged Representative Status – The Town agrees, pursuant to the statutes above noted, the S.O.B.U. has unchallenged representative status for the maximum period permitted by law. In the event that the New Windsor Superior Officers' Bargaining Unit shall cease to exist at any time during this contract, then the terms and conditions will continue to the termination date of this contract.

4. Not Negotiate with Other Bargaining Unit – The Town will not negotiate with any other bargaining unit with reference to the terms of employment with respect to Superior Officers.

## RECITALS

TOWN employs SUPERIOR OFFICERS, and SUPERIOR OFFICERS accept employment with TOWN, on the terms and conditions set forth in this agreement.

## SECTION I

### WAGES

A Superior Officer is a salaried employee receiving an annual salary that is paid at 1/52 of the gross salary per year each calendar week minus federal, state and local employment taxes, Superior Officer authorized deduction(s) and court ordered garnishments.

Superior Officer's work week shall consist of five (5) consecutive days on duty and two (2) consecutive days off duty work schedule. Superior Officer's work schedule shall be Monday through Friday. The Superior Officer will not be scheduled to work more days in a calendar year than a member of the New Windsor Policemen's Benevolent Association.

Annual base salary rate will be determined by the Superior Officer's rank as set forth in Appendix "A" (Salary Schedule), and annual base salary rate for years thereafter shall be as negotiated between the parties and effective January 1<sup>st</sup> of each year in conjunction with the P.B.A.'s contract. However, the annual salary rate percentage increase shall be equivalent to the highest salary rate percentage increase received by a member of the P.B.A., not to include shift assignment or rank differential.

## SECTION II

### LONGEVITY AND COMPENSATION

Longevity – As an employee with the Town of New Windsor Police Department the Superior Officer will receive the same percentage longevity raise on each of his continuing anniversaries as reflected in the P.B.A.'s contract for a member of the P.B.A. with the same amount of service. The longevity will be based on his current base salary and be added to his hourly rate of pay.

Cleaning Allowance – The Superior Officers will receive the same cleaning allowance as afforded to the members of the P.B.A.

Clothing/Equipment Allowance - The Superior Officers will receive the same clothing/equipment allowance as afforded to the members of the P.B.A.

Education Benefit - The Superior Officers will receive the same education benefit as afforded to the members of the P.B.A.

### SECTION III

#### EYE CARE INSURANCE

The TOWN shall provide each Superior Officer covered by this agreement and his family with the CSEA Platinum 12 Family Optical Plan with 2<sup>nd</sup> set eyeglass rider, at no cost to the Superior Officer. If the CSEA stops offering or providing the CSEA Platinum 12 Family Plan with 2<sup>nd</sup> set eyeglass rider, the Town will provide a comparable optical program at no cost to the Superior Officer. If the Town and the CSEA agree on a post-retirement optical plan the Superior Officer shall be included in such plan.

### SECTION IV

#### DENTAL INSURANCE

The Town shall provide each Superior Officer covered by this agreement and his family with dental insurance under the CSEA Horizon Family Dental Plan at no cost to the Superior Officer. If the CSEA stops offering or providing the Horizon Family Dental Plan, the Town will provide a comparable dental program at no cost to the Superior Officer. If the Town and the CSEA agree on a post-retirement dental plan the Superior Officer shall be included in such plan.

### SECTION V

#### VACATION

TOWN will provide paid vacation days to the Superior Officer, which will be issued in the amount equivalent to the amount of vacation reflected in the P.B.A.'s contract for a member of the P.B.A. with the same amount of service.

Superior Officer may carry over into the next calendar year no more than Ten (10) paid vacation days.

Vacations days will be issued and vest annually on January 1<sup>st</sup> in any given calendar year. A calendar year is defined as January 1<sup>st</sup> through December 31<sup>st</sup>.

Upon separation from employment, the TOWN will pay Superior Officer for any unused vacation days at the Superior Officer's rate of pay at the time of the separation.

## SECTION VI

### SICK LEAVE

The Town will provide fifteen (15) paid sick days per year, which are earned and accrued on a monthly basis and may be accumulated up to 200 sick days. However, sick days in excess of 200 sick days at the end of a calendar year (December 31<sup>st</sup>) will be forfeited without compensation.

In so earning and accruing sick days, the Town will credit one (1) paid sick day for every month of active service to the Town. Additionally, the Town will credit one (1) paid sick day for every four (4) months of active service to the Town. Upon separation from employment the Town will pay Superior Officer for any unused sick days at the Superior Officer's rate of pay at the time of separation. However, if the Superior Officer elects to continue health insurance coverage upon retirement, the Superior Officer will not be paid for any unused sick days.

## SECTION VII

### PERSONAL DAYS

The Town will provide paid personal days each year for Superior Officer's use. These days will equal the number of those issued to the members of the P.B.A. Personal days will be issued annually and vest on the Superior Officer's anniversary date. Unused personal day(s) cannot be carried past the Superior Officer's anniversary date for use as additional personal leave. Upon separation from employment the Town will pay Superior Officer for any unused personal days at the Superior Officer's rate of pay at the time of separation.

## SECTION VIII

### DISABILITY INSURANCE

The Town will provide, at its sole cost and expense, to the Superior Officer New York State Disability insurance coverage during employment.

## SECTION IX

### HOLIDAYS

Superior Officer will receive fourteen (14) paid holidays during the calendar year and will be paid at eight (8) hours double their hourly rate of pay for each holiday. Holiday schedule will coincide with Town Hall holiday schedule. The holidays are as follows:

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Lincoln's Birthday
- D. Washington's Birthday

- E. Good Friday
- F. Memorial Day
- G. Independence Day
- H. Labor Day
- I. Columbus Day
- J. Veteran's Day
- K. Thanksgiving Day
- L. Day After Thanksgiving
- M. Christmas Day

Superior Officer will receive two (2) paid half-holidays during the calendar year and will be paid at four (4) hours double their hourly rate of pay for each holiday. Holiday schedule will coincide with Town Hall holiday schedule. These holidays are as follows:

- A. Christmas Eve
- B. New Year's Eve

## SECTION X

### BEREAVEMENT

When a member of the immediate family (herein defined as either spouse, child, step-child, parent, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt or uncles) of the Superior Officer has died, said Superior Officer shall receive off, with full pay, those days he would have been scheduled to work between the date of death through and including the day of burial, not to exceed five (5) days. The Superior Officer may extend the bereavement for a time period that is reasonably necessary by using any of his accrued leave time (vacation, sick leave and personal days).

## SECTION XI

### JURY DUTY

Superior Officer called for jury duty will receive his regular rate of pay while on jury duty.

## SECTION XII

### HEALTH INSURANCE

TOWN will provide for continuation of health insurance coverage upon retirement to the extent permitted by New York State Civil Service Law Article XI §§160-170, inclusive (and as amended) and for surviving spouse and/or dependent survivor(s)(as defined by New York State Health Insurance Plan Rules and Regulations).

Insurance Plan - The Town shall provide group Health Insurance to all Superior Officers. Such coverage shall be Individual coverage or Family coverage according to the request of the Superior Officer. Such Health Insurance Plan shall be that of the New

York State Health Insurance Plan.

Change of Plan - Superior Officer is enrolled as of the effective date of this Agreement in the New York State Health Insurance Plan. The Superior Officer shall abide by the implementation of a New York State Health Insurance Plan as may be ratified with a future collective bargaining agreement(s) by the P.B.A.

Payment of Insurance Plan - The cost of such health insurance plan shall be borne by the TOWN.

### SECTION XIII

#### CONTINUATION OF HEALTH INSURANCE COVERAGE UPON RETIREMENT AND FOR DEPENDENT SURVIVOR(S)

##### A. Eligibility for and Election of Continuation of Health Insurance Coverage upon Retirement:

The Town of New Windsor shall provide post-retirement medical benefits, family or individual as the case may be, pursuant to the terms of the same health insurance plan provided by the Town to active unit members for the lifetime of the Superior Officer and his spouse and eligible dependents all at their option and at no cost, upon request at any time after eligibility, eligibility is to be defined as: having accomplished a minimum of twenty years of full-time Town service and having retired from the Town Police Department with a pension from the New York State Police and Fire Retirement System.

- a. Superior Officer Deceases Prior to Retirement. The spouse and/or surviving dependent(s) of the Superior Officer who (i) deceases prior to retirement from the Town and (ii) was covered by the dependent family health insurance plan at the time of Superior Officer's death, is eligible for continuation of Town provided health insurance coverage. The Town shall pay the full cost of continuation of health insurance coverage for the spouse and/or eligible surviving dependent(s) of a Superior Officer who deceases under the circumstances set forth above. The surviving spouse or Estate, if no spouse exists, shall be paid the Superior Officer's accumulated unused vacation leave, accumulated unused personal leave, and accumulated unused sick time (notwithstanding the length of service provisions), at the Superior Officer's rate of pay prevailing at the date of the Superior Officer's death.
- b. Superior Officer Deceases in the Performance of Police Duty - The surviving dependent(s) of the Superior Officer who dies as the result of the performance of police duty as interpreted and determined by the State Comptroller pursuant to the provisions of Retirement and Social Security Law section 361 is eligible for continuation of health insurance coverage. The Town shall pay the full cost of continuation of health insurance coverage for the surviving spouse and/or eligible surviving



dependent(s) of a Superior Officer who deceases under the circumstances set forth above. The surviving spouse or Estate, if no spouse exists, shall be paid the Superior Officer's accumulated unused vacation leave, accumulated unused personal leave, and accumulated unused sick time (notwithstanding the length of service provisions), at the Superior Officer's rate of pay prevailing at the date of the Superior Officer's death.

- c. Death of Retired Superior Officer - Upon the death of a retired Superior Officer who has elected to continue Town provided health insurance coverage pursuant to the terms of this Agreement, the spouse and/or surviving dependent(s) covered by the dependent family health insurance plan is eligible to continue health insurance coverage. The Town shall pay the full cost of continuation of health insurance coverage for the spouse and eligible surviving dependent(s) of a Superior Officer who deceases under the circumstances set forth above.

#### SECTION XIV

##### RETIREMENT BENEFITS

The TOWN will provide, at its sole cost and expense and at no cost to the Superior Officer, New York State Retirement Benefits.

#### SECTION V

##### CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all previous agreements between the Town and any member of the S.O.B.U. as currently constituted. This agreement shall become effective December 12, 2013 and shall terminate at the close of business on December 31, 2018. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any oral statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representation in connection with their dealings with the other.

#### SECTION XVI

##### WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

It is agreed that no waiver or modification of this agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it. No evidence of any waiver or modification

shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

#### SECTION XVII

#### CONTRACT GOVERNED BY LAW OF STATE OF NEW YORK

The parties agree that it is their intention and covenant that this agreement, and performance under it, and all suits and special proceedings relating to it be construed in accordance with, under and pursuant to the laws of the State of New York. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of New York shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### SECTION XVIII

#### SEVERABILITY

Each provision of this agreement is separable from the whole. If any portion of this agreement is determined invalid, that invalidity shall not impair the remaining provisions of this Agreement.

#### SECTION XIX

#### CONTRACT REMAINS IN EFFECT UNTIL NEW AGREEMENT

Both parties agree that the terms of this contract will remain in effect until such time as there is a subsequent contract agreed upon between the Town and S.O.B.U.

APPENDIX "A"

**BASE SALARY SCHEDULE for 2013**

Salary and longevity:

**Police Chief - \$130,206.75**

**Deputy Police Chief - \$123,354.40**

**Police Lieutenant - \$116,501.63**

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals by their respective representatives on this 12 day of DECEMBER 2013.

**TOWN OF NEW WINDSOR**

By: George A. Green  
George A. Green, Supervisor

**NEW WINDSOR SUPERIOR OFFICERS BARGAINING UNIT**

By: Michael C. Biasotti  
Michael C. Biasotti

Richard S. Hovey  
Richard S. Hovey

By: Michael J. Faricellia  
Michael J. Faricellia

Michael C. Farbent  
Michael C. Farbent



# TOWN OF NEW WINDSOR

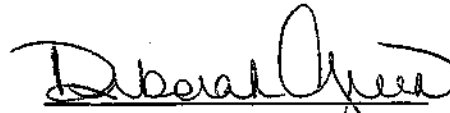
555 Union Avenue  
New Windsor, New York 12553  
Telephone/Fax:(845) 563-4611

OFFICE OF THE TOWN CLERK  
DEBORAH GREEN

I, **DEBORAH GREEN**, Town Clerk of the Town of New Windsor in the County of Orange, State of New York, **HEREBY CERTIFY** that the attached extract of the Minutes has been compared by me with the Minutes of the Town Board of the Town of New Windsor in the County of Orange, State of New York, held on the 7<sup>th</sup> day of August 2013, and the same is a true and correct transcript therefrom and of the whole thereof so far as the same relates to the subject matter referred to.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of said Town this 13<sup>th</sup> day of December 2013.

*Town Seal*

  
DEBORAH GREEN, TOWN CLERK  
TOWN OF NEW WINDSOR

Motion by Councilman Lundstrom, seconded by Councilwoman Brennan that the Town Board of the Town of New Windsor support the formation of a Superior Officers' Bargaining Unit (SOBU) of the Town of New Windsor Police Department consisting of the Chief, Deputy Chief and Lieutenants and recognize it as their representative; and further authorize the Supervisor to negotiate and execute a Collective Bargaining Agreement with the Superior Officers' Bargaining Unit (SOBU) in conformance with the Taylor Law (Civil Service Law, Section 200 et. seq.), General Municipal Law and other relevant statutory provisions.

*Roll Call: All Ayes*

*Motion Carried: 5-0*

**NOTICE OF RECOGNITION**

Pursuant to 4 NYCRR 201.6, be advised that, at its regular meeting on August 7, 2013, the Town Board of the Town of New Windsor recognized the New Windsor Police Department Superior Officer's Bargaining Unit, to be known as the New Windsor Superior Officer's Bargaining Unit, as the official employee organization which shall represent the following job titles for collective bargaining with Town of New Windsor: Chief of Police, Deputy Chief of Police and Police Lieutenants.

STATE OF NEW YORK  
COUNTY OF ORANGE, SS:

Kathy Amanatides, being duly sworn,  
disposes and says that she is the Office  
Manager of the E.W. Smith Publishing  
Company, Inc., Publisher of The Sentinel,  
a weekly newspaper published and of  
General circulation in the Town of New  
Windsor, Town of Newburgh and City of  
Newburgh, New York and that the notice  
of which is annexed is a true copy was  
published in said newspaper one time  
commencing on the 23rd day of August,  
2013 and ending on the 23rd day of  
August, 2013.

Subscribed and sworn to before me this

30<sup>th</sup> day of August, 2013.

Kathy Amanatides

Notary Public of the State of New York  
County of Orange

**KATHLEEN O'BRIEN**  
Notary Public, State of New York  
Qualified in Orange County  
No. 0104703612  
Commission Expires July 31, 2017